CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into as of November 24, 2017 (“Effective Date”) by and between Vanessa M. Johnson, CPA, LLC, having its principal place of business at 12335 Kingsride Lane, #245, Houston, TX 77024 (hereinafter referred to as "VMJ CPA") and Readypool Technical Services, having its principal place of business at 3119 Bourbon Street Circle, Rockwall, TX 75032 (hereinafter referred to as "Vendor”).

WHEREAS, VMJ CPA wishes to retain Vendor to perform consulting services as described in the attached Exhibit A (“Statement of Work” or “SOW”) and/or additional consulting services that may be designated and/or specified in additional Attachments or Exhibits and further agreed upon from time to time; and

WHEREAS, Vendor has represented to VMJ CPA that Vendor is knowledgeable, experienced and expert in providing the services as outlined in Exhibit A and such additional Attachments or Exhibits; and

WHEREAS, Vendor has expressed an interest in and hereby agrees to be retained and perform such services on behalf of VMJ CPA and will be ready and able to commence the performance of such services not later than the date indicated in Exhibit A and such additional Attachments or Exhibits.

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties do hereby agree as follows:

1. **TERM**

The initial term of this Agreement shall be for 1 year, commencing on November 24, 2017 and ending on November 23, 2018, unless terminated earlier as permitted in this Agreement. The term may be extended by the mutual written agreement of the parties.

1. **SERVICES**

VMJ CPA will pay Vendor for services rendered hereunder at the rate stipulated in Exhibit A provided that Vendor performs the work in accordance with the Project Schedule in Exhibit A and invoices VMJ CPA in accordance with the agreed upon schedule(s) in Exhibit A for services performed during each phase of the project. Invoices will be emailed from Vendor to the appropriate VMJ CPA contact(s) through billing procedures that have been mutually agreed upon and established by both parties. VMJ CPA will pay Vendor within thirty (30) days after the receipt of an accurate invoice.

1. **TAXES**

VMJ CPA shall pay, or reimburse Vendor for any and all sales, use, franchise, excise, value added, and similar taxes (hereinafter “Taxes”) of any kind on the products and/or Services provided by Vendor pursuant to this Agreement; provided however, that VMJ CPA shall not be liable or responsible for any Taxes or other levies imposed on the net or gross income of Vendor or its agents, consultants or employees. Any request for payment or reimbursement of Taxes will be accompanied by documentation reasonably required by VMJ CPA. VMJ CPA may contest the imposition or amount of taxes if it so desires and, if so, Vendor shall cooperate with such contest as reasonably requested by VMJ CPA.

1. **PRESENTATION OF WORK PRODUCT**

VMJ CPA reserves the right to request a presentation of the Work Product at any one of its primary USA locations. Such presentation will be provided by Vendor at no additional cost.

1. **WORK PRODUCT**

VMJ CPA shall be the sole owner of, and shall have the sole and exclusive right, title and interest in the deliverables, services, specifications, programs, records or other data or materials developed or acquired by Vendor, its employees, agents or subcontractors in the course of Vendor's performance of this Agreement “Work Product”). Any part of the Work Product constitutes work made for hire, as that expression is defined in Title 17 of the United States Code. Upon demand by VMJ CPA, Vendor will promptly turn over to VMJ CPA all Work Product without further compensation. Vendor further agrees to execute upon demand by VMJ CPA and without any further compensation whatsoever, any and all documents which may be necessary or desired by VMJ CPA to confirm or perfect ownership of Work Product or ideas by VMJ CPA.

1. **ASSIGNMENT**

Neither party may assign any of its rights hereunder without the prior written consent of the other party, except that VMJ CPA may assign its rights and obligations under this Agreement without the approval of Vendor to any of VMJ CPA’ affiliates or to an entity other than an affiliate that: (a) acquires substantially all the assets or stock of, merges or consolidates with or into or acquires controlling interest in VMJ CPA; and (b) expressly assumes in writing VMJ CPA’ obligations and responsibilities hereunder. Any attempted assignment that does not comply with the terms of this section shall be null and void. In the event Vendor should assign or subcontract any of its rights as may be permitted under this Agreement to another party, Vendor shall not be relieved of its duties and obligations hereunder.

1. **CONFIDENTIALITY**

Each party acknowledges that the information supplied to the other party may include information that the party considers confidential. Each party agrees to maintain such information in strict confidence and not to disclose such information to others except on a need to know basis. Each party shall use all reasonable efforts to prevent its agents, subcontractors and employees from disclosing such information. Information shall not be considered confidential if it is already known or hereafter becomes known to the general public through no breach of confidentiality by the receiving party or is already known or becomes known from a source other than a party hereto not otherwise bound to keep such information confidential, or is independently developed by the receiving party without reference to the received confidential information.

If the disclosing party should find it necessary to commence litigation against anyone resulting from a breach of confidentiality hereunder by the receiving party, its agents or subcontractors, the disclosing party is authorized to do so in its own name or in the receiving party’s name, but in either instance, at the receiving party’s expense (including reasonable attorney’s fees) with counsel selected by the disclosing party, and the receiving party agrees to cooperate fully with the disclosing party in the prosecution of such litigation.

The receiving party recognizes that any remedy at law for any breach of confidentiality hereunder may be inadequate and agrees that the disclosing party may be entitled to temporary and/or permanent injunctive relief for any such breach by the receiving party, its agents and subcontractors. The receiving party hereby consents to and shall not object to the disclosing party seeking such temporary and/or permanent injunctive relief.

VMJ CPA, or its designee shall have the right to conduct periodic reviews to ensure compliance with the requirements set forth herein, including inspections of the facility and relevant records maintained by Vendor, on prior written notice. If any review or inspection conducted pursuant to this Agreement reveals a material technical issue, security problem, or other non-compliance with this Agreement, Vendor will propose an appropriate written response, including a plan for remediation of the problem, within the time reasonably requested by VMJ CPA.

Vendor shall maintain and comply with their Confidentiality, Privacy, and Data Protection policies.

1. **DEFAULT**

Each of the following will constitute an event of Default by either party (hereinafter “Default”):

(1) any representation or warranty made by either party in this Agreement is discovered to have been false or misleading in any material respect by either party as of the date on which, or as of which, the same was made;

(2) failure in any material respect to perform as required by this Agreement, or failure in any material respect to observe any covenant, condition, or agreement required by this Agreement to be performed by either party and such failure is not cured within thirty (30) days after receipt of notice thereof;

(3) committing an act of bankruptcy within the meaning of the Federal Bankruptcy Code;

(4) the commencement of bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or similar proceedings by or against either party, which is not thereafter dismissed within sixty (60) days of such filing; or

(5) the placement of a judgment lien, garnishment or levy against not less than ten percent (10%) of a party’s assets, in terms of monetary value, which is not released within thirty (30) days after the date of its attachment

Remedies of Vendor:

If a Default by VMJ CPA occurs and continues, without proper cure, if subject to cure, Vendor may:

(1) terminate this Agreement, in whole or part, without prejudice to Vendor’s rights with respect to VMJ CPA’s obligation then accrued and remaining unsatisfied hereunder; and

(2) exercise any other right or remedy that may be available to Vendor at law or in equity.

Remedies of VMJ CPA:

If a default by Vendor occurs and continues, without a proper cure, if subject to cure, VMJ CPA may:

1. terminate this Agreement, in whole or in part, without prejudice to VMJ CPA’s rights in respect of Supplier's obligations then accrued and remaining unsatisfied hereunder; and
2. exercise any other right or remedy that may be available to VMJ CPA at law or in equity.
3. **RIGHT TO AUDIT**

Vendor shall establish a reasonable accounting system that enables ready identification of Vendor's costs. VMJ CPA may audit Vendor's records at any time prior to two (2) years after final payment to verify VMJ CPA’ payment obligation to Vendor.

If Vendor shall subcontract any of the work to be performed by it hereunder, the contract between Vendor and each subcontractor shall contain the provisions set forth in the preceding paragraph, and shall provide that such provisions are for the benefit of, and shall be enforceable by VMJ CPA.

11.1 VMJ CPA, with internal personnel and/or with the assistance of VMJ CPA’ external 3rd party auditors, whose use is subject to the consent of Vendor, not to be unreasonably withheld (“VMJ CPA Representatives”), shall have the right to audit (1) the books and records of the Vendor for the purpose of verifying any production expenses, research expenses and/or other out-of-pocket expenses that Vendor has re-billed to VMJ CPA under the Agreement, (2) all contracts, paper, correspondence, copybooks and records relating to Vendor’s Services under this Agreement, (3) the Vendor internal time reports redacted to show time recorded by Vendor employees providing Services to VMJ CPA (collectively “Vendor Records”) pertaining to the Services rendered on behalf of VMJ CPA (“General Audit”).

11.2 Notwithstanding anything in this Agreement or any Statement of Work between the parties to the contrary, VMJ CPA, including without limitation, the VMJ CPA Representatives, shall not have the right to review or audit individual employee salaries, or and other information reasonably deemed confidential and proprietary by Vendor (collectively, the “Non-Audited Information”).

11.3 VMJ CPA may engage an audit firm to review and validate any Staffing Plan Fee (as agreed in a Statement of Work) for the express purpose of providing VMJ CPA assurance that an applicable Staffing Plan Fee has been calculated in accordance with the agreed principles. The audit firm shall not disclose, copy, transmit or in any way give VMJ CPA the detailed calculations or any other confidential information as described in Section 8.

11.4 Audits may also include evaluation of Vendor’s performance to the agreed to Statement of Work. All audits shall take place at Vendor’s primary place of business during normal business hours not more than once per year, upon at least fourteen (14) days written notice, and may be performed in any reasonable way that is consistent with industry practice in order to measure the adequacy of Vendor’s performance under this Agreement. Vendor agrees to cooperate with any such audit. The audit may include, where applicable, but need not be limited to Vendor’s (i) performance of its financial duties and obligations under this Agreement, (ii) records pertaining to out of pocket Costs billed to VMJ CPA and related supporting documentation, (iii) savings and refunds realized and passed through to VMJ CPA.

11.5 All VMJ CPA Representatives will be required to sign Vendor’s standard confidentiality agreement prior to conducting any audit activities.

1. **INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless, each party and its subsidiaries and their respective officers, directors and employees, agents and assigns (“Indemnitees”) from and against any and all liabilities, obligations, damages, penalties, claims, actions, suits, costs, charges, subrogations and expenses, including without limiting the generality of the foregoing, liabilities for reasonable attorney's fees, other professional fees and expenses and expert witnesses, which may be imposed upon or incurred by or asserted against the Indemnitees or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation, employees of one or more of the Indemnitees or of either party and employees of their contractors, subcontractors, vendors, or agents), (ii) damage to the property of any person or legal entity (including without limitation, the property of one or more of the Indemnitees and the property of Indemnitees and their contractors, subcontractors, vendors agents or employees) in either case resulting from negligent acts or omissions arising out of the work or services performed under this Agreement by that party, or its contractors, subcontractors, vendors, agents and/or employees, (iii) any breach of any representation or warranty made by either party, (iv) any failure by each party to perform or fulfill any of its covenants or acts or omissions, or (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of either party.

The Parties shall not consummate any settlement without the Indemnitee’s prior written consent. Each party’s obligation to indemnify Indemnitees will continue in full force and effect notwithstanding the termination or expiration of this Agreement or any Purchase Order.

1. **INSURANCE**

Vendor shall procure and maintain insurance continuously throughout the term of this Agreement from companies reasonably acceptable to VMJ CPA which are authorized to carry on the relevant class of insurance in the state/province/country/(ies) where the insurance will apply and listed in the current and future “Best’s Insurance Guide” as possessing a minimum policy holders rating of “A-“ (Excellent) and a financial category no lower than “VI” in the case of insurers in the United States and;

Vendor shall furnish VMJ CPA with an acceptable Certificate of Insurance evidencing the insurance coverage(s) required by this Agreement. Such coverage(s) shall meet the vendor’s needs and the greater of either VMJ CPA’ requirements or the minimum statutory requirements. The Certificate(s) of Insurance shall cover:

(a) Workers’ Compensation insurance for statutory limits or a State certificate. Employer’s Liability coverage should have limits of $500,000.

(b) Occurrence type commercial General Liability insurance, including blanket contractual coverage, for personal injury and property damage of not less than $1 million combined single limit per occurrence.

(c) Automobile liability insurance covering all owned, non-owned and hired vehicles, with limits of not less than $1 million combined single limit per occurrence.

(d) Excess insurance coverage with a combined single limit of not less than $4 million per occurrence in excess of the underlying Liability Insurance requirements set forth above.

(e) Fidelity Insurance (Theft) - Employee theft - Blanket Fidelity Insurance of not less than $1 million covering all employees of the contracting firm and its subcontractors that may, at any time, handle VMJ CPA’ property, equipment, and/or material in an amount sufficient to cover the exposure.

(f) Additional Insurance Requirements

1. With the exception of Workers’ Compensation and Employer’s Liability Insurance Policies, each insurance policy described above must name VMJ CPA or the appropriate VMJ CPA subsidiary or affiliate as an insured under the policy (Additional Insured). All insurance policies of Vendor shall be primary to any self-insurance or insurance policies carried by VMJ CPA.

2. The insurance policies providing the foregoing coverage shall provide that the insurance company issuing such policy shall give VMJ CPA at least thirty (30) days prior written notice of any material alterations, including:

* substantial reductions of aggregate limits, if such limits apply
* change or cancellation.

3. At or before the execution of an Agreement, Vendor must provide VMJ CPA with acceptable evidence of required coverage(s) as follows:

* certified copies of insurance policies that provide the required coverage, or
* certified copies of existing insurance policies that have been endorsed to provide the required coverage(s), or
* certificate(s)of insurance executed by the insurer or its authorized representative that certify the required coverage(s) and endorsements.

Furnishing acceptable evidence of required coverage(s) does not relieve Vendor from any liability or obligation for which it is otherwise responsible to VMJ CPA.

4. Certificates must be renewed annually or prior to policy expiration (if policy is issued for a shorter period).

The required coverage(s) will remain in effect for a period of two (2) years following the acceptance of the products or services provided hereunder. If at any time Vendor fails to maintain the required levels of insurance coverage, such failure will be considered a material breach of this Agreement. In such situations, VMJ CPA can take immediate steps to terminate this Agreement in accordance with the otherwise applicable contractual provisions, without waiving all other available remedies for such breach.

1. **FORCE MAJEURE**

Except for the payment of monies when due and owing for the period and to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of any law or governmental regulation or other governmental act, or flood, war, fire, explosion or other natural catastrophe or act of God (herein "Force Majeure Event"), such party shall be temporarily excused from obligations that are so prevented until the abatement of such Force Majeure event. The term of this Agreement shall not be extended by the period of duration of such Force Majeure Event. Notice of any such disability and any abatement shall be given promptly to the other party.

1. **VENDOR COMPLIANCE**

At all times during the term of this Agreement, in the course of its performance hereunder, Vendor shall comply with all state, local, federal, and provincial laws and regulations in effect applicable to the products and services as provided in this Agreement.

Vendor, its employees and agents, shall comply with all VMJ CPA security and safety regulations in effect at any VMJ CPA facility that such persons may visit.

1. **WARRANTY**

Warranty shall begin upon delivery and acceptance by VMJ CPA and shall continue for a period of one year.

Vendor expressly warrants to VMJ CPA, its successors and assigns, all products and services conform to the specifications, drawings, samples or other descriptions that VMJ CPA has approved and/or provided and, with respect to goods are: merchantable, fit for the purpose intended, of good material and workmanship, and free from defect. Inspection, test, acceptance or use of the products and services furnished hereunder shall not effect Vendor's obligation under this warranty, and such warranties shall survive any such inspection, test, acceptance and use. Vendor agrees either to replace or correct defects of any products not conforming to the foregoing warranty within ten (10) business days of receipt of notice thereof from VMJ CPA, at no cost to VMJ CPA. Should Vendor fail to comply with this warranty, VMJ CPA may, after notice to Vendor, make such correction or replace such products, the cost of which shall be borne solely by Vendor.

Vendor also warrants that it (1) has the right to sell and/or distribute the products and services to VMJ CPA; (2) has the right to provide the products and services that are the subject of this Agreement; and (3) is expert and knowledgeable in the field of providing the products and services that are the subject of this Agreement; (4) shall provide the products and services that are the subject of this Agreement in accordance with the highest standards of the industry (5) shall maintain and service the products and services that are the subject of this Agreement in accordance with the manufacturer’s published operating specifications; (6) shall make available parts and services that are the subject of this Agreement during the term of this Agreement; (7) shall provide all materials, parts, components that are the subject of this Agreement that are free from all defects in workmanship and materials for a period of one year; and (8) shall not provide any products or services that are the subject of this Agreement that infringe any copyright, trademark, trade secret, or other third party proprietary right. Vendor shall, at its sole cost and expense, indemnify and hold VMJ CPA harmless from and against any claim, loss, damage, expense or liability (including attorney’s fees) that may result by reason of any such infringement, or claim of such infringement.

1. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties hereunder is that of independent contractors. This Agreement does not make either party the agent or legal representative of the other party. Neither party shall be held responsible for any obligation or liability incurred or assigned by the other party or any of its contractors, except as specifically provided for in this Agreement. Vendor shall be responsible for all compensation payable to, and all income tax obligations with respect to Vendor's employees, agents or subcontractors. This Agreement is intended for the benefit of the parties hereto and their permitted successors and assigns, and to the fullest extent permitted by applicable law no other party or entity shall claim rights hereunder whether as a third party beneficiary or otherwise.

1. **TERMINATION**

VMJ CPA, at its sole option, may cancel this Agreement or any SOW at any time for any reason, upon thirty (30) days prior written notice to Vendor. Vendor, at its sole option, may cancel this Agreement or any SOW at any time for any reason, upon sixty (60) days prior written notice to VMJ CPA Should VMJ CPA choose to exercise this option VMJ CPA will remit payment to Vendor for all properly authorized expenses up to the date of termination in accordance with this Agreement. Upon receipt of notice for termination, Vendor shall deliver all VMJ CPA confidential materials, all completed Work Product, as well as all work in progress, for which VMJ CPA shall remit payment in accordance with this Agreement. The amount of payment then owed by VMJ CPA shall be determined by the work schedule in the SOW. Should Vendor choose to exercise this option, Vendor will complete and perform all approved services through the date of termination in accordance with this Agreement. Such termination may be made at no cost to VMJ CPA or Vendor. Either party may terminate this Agreement upon the breach of any material term or condition of this Agreement by the other party if not cured as permitted herein, or if not subject to cure.

1. **ENDORSEMENTS**

Vendor may not use the name, logo, or any associated trademarks of VMJ CPA as an endorsement in any way, without the prior written consent of VMJ CPA in each instance.

1. **MOST FAVORED NATIONS**

In the event of a price decline, or should Vendor at any time, during the term of this Agreement, offer or provide the same services, under similar quantity and delivery conditions at fees and charges stated herein, Vendor will immediately extend such lower fees and charges to VMJ CPA and this Agreement shall be deemed amended to provide those fees and charges to VMJ CPA.

1. **NOTICES**

Any notice, demand, request or approval required or permitted to be given under this Agreement shall be in writing at the address stated below or at such other address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given or made when delivered in person or by express courier or facsimile or email with receipt confirmed to the party to be notified.

If to Vendor:

ReadyPool Tech - NIST Assist

Scott Parramore

Microsoft Partner ID 4599503

3119 Bourbon Street Circle

Rockwall TX, 75032

If to VMJ CPA:

Vanessa M. Johnson, CPA, LLC

12335 Kingsride Ln. #245

Houston, TX 77024

Email: vanessa@vmjohnsoncpa.com

1. **NON-WAIVER**

No term or provision of this Agreement will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by a representative of the party claimed to have waived or consented. Consent by a party to, or waiver of, a breach or default by the other party, express or implied, will not constitute a consent to, waiver of, or excuse any different or subsequent breach or default.

1. **SEVERABILITY**

If any term or provision of this Agreement is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remaining portion of this Agreement shall remain in full force and effect as if the term or provision were not included herein, and to such end this Agreement is considered severable. The parties agree to replace such invalid or unenforceable provision with a new provision that states the intent of the invalid or unenforceable provision. If the parties are unable to do so as a result of such finding, and this Agreement is thereby rendered materially more difficult to perform, either party may terminate.

1. **HEADINGS**

The section headings used in this Agreement are for the convenience and reference of the parties only, and shall not be deemed a part of, or utilized in, interpreting this Agreement.

1. **SURVIVAL**

Sections 7 (Confidentiality, including referenced Exhibits), 9 (Right to Audit), 10 (Indemnification), 11 (Insurance), 14 (Warranty) and 17 (Endorsements), shall survive termination or expiration of this Agreement, along with the terms and provisions contained in this Agreement that, by their sense and content are intended to survive the performance or termination of this Agreement, shall so survive the completion of performance and/or termination of this Agreement, including but not limited to, the making good of any and all payments due hereunder.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to conflicts of laws principles. The courts of that State shall have personal jurisdiction over any dispute arising hereunder.

1. **ETHICAL BUSINESS CONDUCT**

VMJ CPA is committed to a policy of fair, honest and ethical business practices and conduct, and to full compliance with all applicable laws and government regulations, and Vendor hereby agrees to and accepts the foregoing policy as a governing principle of the purchase relationship. VMJ CPA prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. Vendor and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of VMJ CPA.

1. **EQUAL EMPLOYMENT OPPORTUNITY**

VMJ CPA complies fully with all local, state, and federal laws and regulations and requires each contractor and subcontractor to comply with all applicable laws and regulations. Accordingly, where applicable, the parties agree the following shall apply.

With regard to equal employment opportunity, to the extent applicable, contractor and subcontractors shall comply with each of the following, which are incorporated herein by reference: 41 C.F.R. 60-1.4(a), 60-300.5(a), 60-741.5(a), Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Executive Order 13495 contains required contract clause relative to “Nondisplacement of Qualified Workers” and has been incorporated herein by reference.

Executive Order 13496 contains required contract clause regarding notice of employee rights under the Federal labor laws including the National Labor Relations Act and has been incorporated herein by reference to 29 C.F.R. Part 471, Appendix A to Subpart A.

FAR 52.222-54, Employment Eligibility Verification, contains required contract clause regarding use of E-Verify on new hires and employees assigned to the contract and has been incorporated herein by reference.

1. **SET-OFF**

VMJ CPA shall have the right at all times to set off any amount owing to or from Vendor under this Agreement, any Purchase Order, or pursuant to any other agreement between VMJ CPA and Vendor.

1. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. Each party hereto shall be autho­rized to rely upon the signatures of all of the parties on this Agreement delivered by facsimile or in a scanned pdf or similar format document via email, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity.

1. **CONFLICT**

In the event of any conflict between the terms and conditions of the SOW and those contained herein, the terms and conditions contained herein, and not those of the SOW, shall prevail.

1. **NON-SOLICITATION**

During the term of this Agreement and for a period of twelve (12) months thereafter, the parties may not hire nor solicit for employment any employees, contractors or personnel of the other party without the written consent of such party, which shall not be unreasonably withheld.

1. **COMPLETE AGREEMENT, UNDERSTANDING, AND AUTHORITY**

This Agreement, including its attachments, represents the entire Agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, representations, or undertakings by or between the parties, whether oral or written, with respect to the subject matter hereof, if any. Any alterations of the terms of this Agreement will only be valid if made in writing and signed by both of the parties or their authorized representatives. Each party represents it is authorized to enter into this Agreement and that doing so does not violate any other obligation it may have.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on November 27, 2017 and effective as of November 24, 2017 by their duly authorized representatives.**

**Vanessa M. Johnson, CPA, LLC** **Readypool Technical Services**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF WORK**

**Statement of Work Number 01 To the Master Consulting Agreement dated November 24, 2017**

**By and betwee Vanessa M. Johnson, CPA, LLC and Readypool Technical Services**

This Statement of Work Number 12 (“SOW 01”) to the Master Consulting Agreement, dated November 24, 2017 (“Agreement”), is made and entered into as of November 27, 2017(“Effective Date”), by and between Vanessa M. Johnson, CPA, LLC, having its principal place of business at 12335 Kingsride Lane, #245, Houston, TX 77024 (hereinafter referred to as "VMJ CPA") and Readypool Technical Services, having its principal place of business at 3119 Bourbon Street Circle, Rockwall, TX 75032 (hereinafter referred to as "Vendor”).

WHEREAS, on or about November 24, 2017, VMJ CPA and Vendor entered into the Agreement; and,

WHEREAS, VMJ CPA and Vendor agree that Vendor shall provide the following services in accordance with the Agreement and this SOW; now,

THEREFORE, VMJ CPA and Vendor, for and in consideration of the mutual covenants set forth in the Agreement and in this SOW, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Vendor shall provide the following services:

1. Develop and implement VMJ CPA’s IT Security and Compliance program and Vendor Risk Management program using the ComplianceShield software according to the project timeline establish by Vendor. The project completion date should be no later than February 15, 2018.

2. The project will include:

a. Identifying the IT internal control baseline,

b. Customizing VMJ CPA’s policies and procedures already drafted

c. Gathering the evidence for each control to support the control is operating effectively, including company-wide IT Assessments and IT Risk Assessments;

d. Working with VMJ CPA’s vendors to obtain the necessary SOC reports or other compliance reports for the Vendor Risk Management Program,

e. Creating reports to show health/status of Vendor Risk Management Program, and IT Security Program once fully implemented that can be provided to clients.

3. Vendor will provide weekly progress/status reports to VMJ CPA.

4. The Services detailed shall not exceed $2,500.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on November 27, 2017 and effective as of November 24, 2017 by their duly authorized representatives.

Vanessa M. Johnson, CPA, LLC Readypool Technical Services

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_