

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”), dated effective as of ~~August 25~~ the 1st day of July, 2021 (“Effective Date”), by and between MathWhiz, LLC (“Consultant”), and Gigunda Energy, Inc., a Delaware corporation (“Client”), shall at all times control and govern all work performed and services rendered (collectively, the “Services”) by or on behalf of Consultant for Client, including those under oral or written work orders until cancelled or terminated as provided herein.

~~WHEREAS~~ Client is willing to engage Consultant and Consultant is willing to render Services to Client, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. ~~Services.~~ Consultant shall provide the Services ~~requested which shall include, without limitation, those specific services~~ specified in Exhibit A attached hereto and made a part hereof (or as may be stated in any other-a written work order issued by Client and accepted by Consultant).

Any deviation from the quantity, cost, or type of Services to be provided by Consultant shall be performed only after written acknowledgment of such change by Client modifying Exhibit A (or as appropriate, pursuant to a work order issued by Client).

Upon reasonable request (considering the agreed scope of work) from Client from time to time made, Consultant shall make appropriate personnel available for meetings with Client personnel and shall prepare periodic written and verbal reports concerning Consultant’s activities and recommendations. Any such request that is not reasonably within the agreed scope of work is subject to agreement on appropriate economic terms.

~~Consultant shall promptly inform Client of all information relating to or potentially useful to Client which Consultant receives or becomes aware of from time to time during the Consulting Period (as hereinafter defined).~~

Commented [DCT1]: To speed things up, I took the liberty of expanding the formatting so it'd be easier for my client's people to review.

Commented [DCT2]: I normally prefer saying that the Effective Date is “the last date signed as written on the signature page or otherwise document” but if we’re going to have a date certain, obviously July 1 is long since past 😊

Commented [DCT3]: NOTE TO STUDENTS: See how I didn’t change the WHEREAS or NOW THEREFORE clauses.

Commented [DCT4]: It’s important that all hands share the understanding that MathWhiz is not being hired as an employee-in-all-but-name, nor as fungible bodies from a temp agency, but rather as a team of professionals to do specific, specialized, highly-skilled projects that Gigunda doesn’t know how to do, as agreed to in writing.

Commented [DCT5]: NOTE TO STUDENTS: Notice the difference in leverage here.

Commented [DCT6]: Deleted as a placeholder for discussion — what’s the intent here? (It seems inappropriate for the kind of work that MathWhiz does.)