

**MASTER CONSULTING AGREEMENT**

**Commented [DT1]:** To help MATHWHIZ's business people review this and make discussion and revision easier, I'm taking the liberty of (i) expanding the line spacing and other formatting and (ii) breaking up some of the longer paragraphs — I'm NOT redlining those particular changes but AM redlining all other changes.

This Master Consulting Agreement (the “**Agreement**”) is made and entered into and effective the last date written on the signature page this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **GIGUNDA ENERGY, LLC**, a Delaware limited liability company (“**Company**”), whose initial address for notice is Attention: Legal Department, [ADDRESS OMITTED], and **MATHWHIZ [CONSULTANT NAME/ENTITY]** (“**Consultant**”), whose initial address for notice is [ADDRESS OMITTED]. [consultant address]. Company and Consultant shall be referred to individually as “**Party**” and collectively as “**Parties**”.

**Commented [DT2]:** This is a safer way to do the effective date, and also how the law works anyway — it's safer because it's been known to happen that the date gets left blank, or the contract is actually signed on a different date than is written.

**Commented [DT3]:** This “initial address for notice” language is to support a simpler way of dealing with notices in the general provisions.

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Agreement, Company and Consultant agree as follows:

**ARTICLE I. SERVICES PROVIDED BY CONSULTANT**

A. Engagement and Services.

(1) Consultant shall provide data-analysis services [summarize type of services] pertaining to oil and gas exploration and production as Company or one of its Affiliates may request from time to time and as agreed by the Parties Consultant agrees to perform such consulting and professional services and create and deliver certain deliverables as more particularly described in one or more Statements of Work (each an “**SOW**” and collectively “**SOWs**”) which may be agreed to and entered into by the Parties from time to time (collectively

**Commented [DT4]:** NOTE TO STUDENTS: Statements of work are the standard way that master services agreements are done.

**Commented [DT5]:** NOTE TO STUDENTS: This “which” should be “that,” but it's not worth changing.

21 the "Services"). Consultant agrees to perform such consulting and professional  
22 services and create and deliver certain deliverables as more particularly  
23 described in the relevant SOW.

24 (2) Affiliate shall mean, as to any company or person that is directly or  
25 indirectly, controls, or is controlled by, or is under the common control with  
26 Company.

27 (3) No obligation to either provide or pay for any Services shall be incurred by  
28 either party until such time that an SOW has been executed by authorized  
29 representatives of both Parties.

30 (4) The existence of this Agreement shall not be construed as imposing any  
31 obligation upon Company to submit or agree to an SOW or to otherwise request  
32 that Consultant perform any Services for the Company.

33 (5) Company makes no representations or warranties of any kind that it will  
34 provide any volume of work to Consultant, except as may be set forth in a  
35 signed SOW.

36 ~~, and~~ (6) Any such Services may be terminated early as provided for in this  
37 Agreement.

38 In the event of a conflict between the terms of an SOW and the terms of this  
39 Agreement, the terms of this Agreement shall supersede and control unless the

**Commented [DT6]:** QUESTION FOR MATHWHIZ: Will Gigunda be guaranteeing payment by its affiliates? AND: Is Gigunda itself creditworthy? (Gigunda's parent company, XX Petroleum, is apparently not a huge company)

MATHWHIZ will need to satisfy itself about each affiliate's creditworthiness — there have cases where vendors have been "stiffed" because they contracted with an insolvent affiliate of their main counterparty.

**Commented [DT7]:** NOTE FOR MATHWHIZ: The termination section says previously-accrued obligations aren't affected — so each SOW will have to specify what happens if there's an early termination by Gigunda.

**Commented [DT8]:** Having this Agreement control is a good idea for compliance management, but let's keep some business flexibility here.

40 SOW expressly states that a particular provision in the SOW will override this  
41 Agreement.

42 Prior to the commencement of any Services, an SOW will be prepared, typically  
43 in the form attached hereto as Exhibit A., but any form agreed to by both Parties  
44 may be used.

45 B. All work and Services provided by Consultant pursuant to this Agreement shall be  
46 performed in a good and workman-like manner, with diligence and in accordance  
47 with good industry practices and procedures.

48 ~~Consultant warrants and represents that the Services shall be performed by qualified~~  
49 ~~personnel in a professional and workmanlike manner in strict accordance in all~~  
50 ~~material respects with the terms of this Agreement and the specifications,~~  
51 ~~requirements, and time schedules of any applicable SOW, and in accordance with~~  
52 ~~any applicable commercial standards generally observed in Consultant's industry.~~

**Commented [DT9]:** This duplicates what's in the previous paragraph and could unnecessarily complicate any required interpretation of the language.

53 C. Consultant may not transfer any right or obligation under this Agreement, or any  
54 part thereof, without the advance written consent of the Company. **EXCEPTION:**

55 Consultant may assign this Agreement and any or all SOWs in connection with:  
56 (i) a sale or other disposition of substantially all of the assets of Consultant's  
57 business concerning the general subject matter of this Agreement; and/or  
58 (ii) a reorganization of Consultant (e.g., incorporating in a different state).

**Commented [DT10]:** This is a customary carve-out, to preserve MATHWHIZ's strategic options.

59 Any permitted assignee, transferee, **delegatee** or sub-Consultant that performs any  
60 part of the Services or other matters contracted for herein shall be bound by all of  
61 the terms and covenants of this Agreement.

**Commented [DT11]:** NOTE TO STUDENTS: The word is "delegate," but I didn't change it here — you want to try to avoid changes that don't make a difference to the client.

62 Consultant will not use subcontractors for the Services without prior written  
63 consent of Company for such use. For the avoidance of doubt, though: This  
64 Agreement does not restrict Consultant's use of service providers for various  
65 routine business- and/or technical functions, for example, software-as-a-service  
66 (["SaaS"]) platforms.

67 **ARTICLE II. RELATIONSHIP OF COMPANY AND CONSULTANT**

68 A. This Agreement does not create an employer-employee relationship between  
69 Company and Consultant. Consultant shall at all times act as an independent  
70 Consultant in furnishing all services under this Agreement.

71 B. Consultant shall not be entitled to any pension, health insurance, profit sharing or  
72 other benefits that Company provides for its employees.

73 C. (1) Company shall not be required to pay or withhold from any sums due to  
74 Consultant under this Agreement any payroll taxes, self-employment taxes,  
75 contributions for unemployment insurance, old age and survivor's insurance or  
76 annuities, or worker's compensation insurance which are upon wages, salaries or  
77 other compensation paid to Consultant.

78 (2) Consultant shall be solely liable for the payment of such sums, if any, which  
79 may be due in connection with work performed pursuant to this Agreement and  
80 shall defend, indemnify and hold harmless Company therefrom.

81 **ARTICLE III. TERM AND TERMINATION**

82 A. This Agreement shall continue in full force and effect until termination as herein  
83 provided.

84 B. Company may cancel this Agreement along with any SOW without cause at any  
85 time by giving the other Party five (5) business days written notice.

86 C. (1) Either Party may immediately terminate this Agreement along with any SOW  
87 for good cause, which shall include

88 (i) material breach of the terms hereof;

89 (ii) conduct by one Party exposing the other to potential liability to a third party for  
90 tort or contract damages; or

91 (iii) occurrence of either,

92 (a) events reasonably beyond the control of the terminating Party or,

93 (b) the discovery of information not reasonably known at the time of this  
94 Agreement, which renders continuation commercially unreasonable.

**Commented [DT12]:** NOTE TO STUDENTS: I didn't change this D.R.Y. violation. I also didn't change "the other Party" to "Consultant" even though that's what it means in context

ADDITIONAL NOTE TO STUDENTS: The "the other Party" language tells us that this was copied and pasted from someplace that gave both parties the right to terminate at will. It's a mild example of "poking the bear."

**Commented [DT13]:** NOTE TO STUDENTS: "Good cause" is kinda vague but OK in context (for the particular client that I'm doing this for).

**Commented [DT14]:** NOTE TO STUDENTS: Does this mean, "include without limitation"? Elsewhere this Agreement uses that phrase — and the expression *unius est exclusio alterius* principle means that this instance does not mean "without limitation."

**Commented [DT15]:** NOTE TO MATHWHIZ: I'm OK with this for MATHWHIZ, but I'm surprised Gigunda is making this a two-way provision.

95 (2) Notwithstanding anything herein to the contrary, Consultant’s confidentiality  
96 and restricted use obligations hereunder with regard to Speculative Data, as defined  
97 below, shall continue until Consultant is advised in writing by the Company or the  
98 owner of the Speculative Data that the Speculative Data is no longer to be held  
99 confidential.

Commented [DT16]: NOTE TO MATHWHIZ: Business question.

100 D. Termination of this Agreement **shall not** extinguish or diminish those rights and  
101 obligations of either Company or Consultant, including but not limited to Article  
102 V.I.D., that may have accrued prior thereto.

103 ~~Upon termination, Consultant shall immediately return to Company all~~  
104 ~~Confidential Information of the Company embodied in tangible (including~~  
105 ~~electronic) form or destroy all such Confidential Information and certify in writing~~  
106 ~~to the Company that all such Confidential Information has been destroyed.~~

Commented [DT17]: This isn’t practicable in the electronic era — AND at a minimum, MATHWHIZ would want to retain archive copies of what it received from Gigunda. (I have neutral language for that if desired.)

107 **ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE, AND CONFLICT OF**  
108 **INTEREST**

109 A. Unless otherwise designated by Company, the following are “**Confidential**  
110 **Information**” of Company — defined more fully below:

Commented [DT18]: Edited for readability

111 (1) all work-related information, financial data, title information, seismic data,  
112 maps, letters, accounting information, memoranda, and other information provided  
113 by Company, and

114 (2) all other materials, plans, and evaluations with third parties concerning the  
115 services requested of Consultant.

116 ~~are proprietary to Company and shall be held strictly confidential by Consultant.~~

117 B. Consultant ~~shall treat~~ all reports, spreadsheets, evaluations and other work product  
118 produced by Consultant in the performance of this Agreement as Company's  
119 Confidential Information (see below) to the extent that other such information is  
120 contained or represented in such work product. shall be the exclusive property of  
121 Company.

Commented [DT19]: NOTE TO STUDENTS: I prefer "will" or "must" or "is to," but I'm using "shall" to conform to the Company's drafting style.

122 CB. (1) In addition, all information provided by the Company, including, but not limited  
123 to, production, financial, accounting, land, legal, geological, engineering and  
124 geophysical data are (~~"Confidential Information"~~).

125 (2) ~~Confidential Information~~ shall not be copied, distributed, disclosed or  
126 disseminated outside of the Consultant's business organization.

Commented [DT20]: NOTE TO STUDENTS: This is an example of a "false imperative."

127 (3) Confidential Information also includes seismic data licensed from third parties  
128 (referred to as "**Speculative Data**"). The Speculative Data is subject to one or more  
129 licenses that impose various restrictions and limitations on the Company's ability  
130 to show, display, divulge or otherwise disclose the Speculative Data to the  
131 Consultant.

Formatted: Font: Bold

132 (4) The Consultant shall ~~exercise all reasonable care~~ take prudent measures in  
133 ensuring the proper and secure storage of the Confidential Information, but not less

Commented [DT21]: The term "all reasonable care" is too-subject to 20-20 hindsight ("Monday-morning quarterbacking"). Instead, "prudent measures" should be sufficient.

134 than the degree of care as is used with respect to Consultant's own confidential  
135 information.

136 (5) Consultant shall at all times remain responsible for breaches of this Agreement  
137 arising from the acts of its employees, subcontractors, consultants and  
138 representatives.

139 (7) Consultant shall take ~~every reasonable precaution~~ prudent measures to protect  
140 the Confidential Information to prevent its unauthorized use, disclosure,  
141 dissemination, or publication.

Commented [DT22]: Same comment as above.

142 (8) Consultant agrees not to use the Company's Confidential Information for its  
143 own purpose or for the benefit of any third party, without the prior written approval  
144 of the Company.

145 (9) Consultant shall not decompile, disassemble, or reverse engineer all or any part  
146 of the Confidential Information.

147 (10) Consultant will not manufacture or have manufactured any products which  
148 utilize or are the same or similar to ~~the any~~ confidential designs or engineering data  
149 which have been transmitted to the Consultant by the Company hereunder.

Commented [DT23]: Fixed a typo in the original.

150 (11) With regard to Speculative Data, Consultant further agrees that it: (i) will only  
151 view the Speculative Data for the Services and (ii) will not make an independent  
152 interpretation of the Speculative Data, transcribe, photocopy or reproduce the  
153 Speculative Data, or take any portion, copy or transcription of the Speculative Data,

Commented [DT24]: NOTE FOR MATHWHIZ: Any business issues here?



154 except as expressly permitted in writing by the Company. No Confidential  
155 Information furnished to Consultant shall be duplicated or copied by Consultant  
156 except as may be strictly necessary to effectuate the purpose of this Agreement.  
157 Within ten (10) days of the Company's request, Consultant shall return to the  
158 Company all of the Confidential Information and all copies which may have been  
159 made of the Confidential Information.

160 D. Confidential Information, however, does not include any of the following:

161 (1) information shown by Consultant to be independently possessed by  
162 Consultant—with reasonable corroboration of any statements by interested  
163 persons;

164 (2) information available without restriction — or readily ascertainable without the  
165 use of improper means as defined in the [U.S.] Defend Trade Secrets Act] — to or  
166 by persons who regularly deal with such information; and

167 (3) information to which Company grants access to one or more other persons  
168 without restrictions substantially similar to those of this Agreement.

169 C. ~~Company shall own all right, title and interest in all work product created,~~  
170 ~~conceived, developed or first reduced to practice by Consultant, either solely or in~~  
171 ~~collaboration with others, including, without limitation, designs, inventions,~~  
172 ~~improvements, processes, computer programs, graphics, pictorial representations,~~  
173 ~~user interfaces, functional specifications, reports, spreadsheets, presentations and~~  
174 ~~analyses, that arise directly or indirectly out of Consultant's provision of the~~

**Commented [DT25]:** MATHWHIZ isn't developing technology for Gigunda, so this provision isn't appropriate — the confidentiality provisions should be enough for Gigunda's purposes.

175 ~~Services, or any tasks assigned to Consultant by or on behalf of Company pursuant~~  
176 ~~to this Agreement.~~

177 D. Consultant acknowledges that the securities of Navitas Petroleum Limited  
178 Partnership, the Company's parent are publicly traded on the Tel-Aviv Stock  
179 Exchange, and that the Confidential Information is or may be price-sensitive  
180 information and may be considered "Inside Information".

181 **ARTICLE V. COMPENSATION AND EXPENSES**

182 A. The Company will pay the Consultant ~~the following fee as provided in the relevant~~  
183 ~~SOW~~ for the Services provided by the Consultant. ~~;~~

184  ~~As agreed upon in the executed SOW.~~

185 B. Any additional fees or expenses, including travel expenses, must be pre-approved  
186 in writing by Company.

187 C. Company will not be obligated to pay Consultant for any additional fees or expenses  
188 that were not pre-approved.

189 D. Consultant will submit invoices to Company on a monthly basis.

190 E. Invoices will state the hours worked for each day (only if the SOW provides for  
191 hourly compensation) ~~and~~ , the amount due for the applicable period, along with a  
192 reasonably-detailed explanation of all work performed for such fees and supporting  
193 documentation requested by Company.

194 F. The Company will not be obligated to pay Consultant for any invoice(s) submitted  
195 later than two months after the date of work performed for the Services by  
196 Consultant.

197 G. Company agrees (1) to pay all undisputed invoices within thirty (30) days from  
198 receipt of an invoice from Consultant, and (2) to promptly (but in any case no later  
199 than the due date) alert Consultant to any disputes about invoices, with reasonable  
200 supporting documentation.

201 FE. Consultant shall be solely responsible for all its own insurance and shall at all times  
202 during the performance of labor or service for Company under this Agreement  
203 maintain such types and amounts of insurance, including without limitation,  
204 automobile, general liability and worker's compensation insurance, as may be  
205 reasonably required by Company. Consultant shall furnish to Company proof of  
206 required insurance upon request.

207 GD. If a SOW provides for Consultant to provide services on a time-and-materials  
208 ("T&M") basis, then Company shall have the right at any time within two (2) years  
209 after making any payment hereunder to have reasonable audits conducted of any  
210 and all records, books and invoices related thereto. This right survives the  
211 termination of this Agreement. Company's failure to timely exercise its audit right  
212 shall in no event constitute a waiver of any of Company's other rights under this  
213 Agreement, or otherwise.

**Commented [DT26]:** As I understand what MATHWHIZ will be doing, it won't be on a time and materials ("T&M") basis.

214 **ARTICLE VI. MISCELLANEOUS**

215 A. Consultant agrees to defend, indemnify and hold harmless the Company and its  
216 parent, employees, invitees, shareholders, agents, directors and officers from any  
217 claims, losses, damages, attorneys' fees, court costs, or reasonable expenses of  
218 litigation, arising out of the Consultant's performance of services, duties or  
219 obligations in connection with this Agreement. This indemnity provision is limited  
220 to the extent necessary to comply with any applicable state or federal law, and this  
221 provision is deemed to be amended to comply therewith.

Commented [DT27]: Typo in original

222 B. ~~COMPANY-NEITHER PARTY SHALL NOT BE LIABLE TO THE OTHER~~  
223 ~~PARTY CONSULTANT~~ FOR ANY INDIRECT, PUNITIVE, SPECIAL,  
224 INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR  
225 INCURRED BY THE OTHER PARTY IN CONNECTION WITH ANY ACT OR  
226 OMISSION RELATED TO PERFORMANCE UNDER THIS AGREEMENT.

227 C. This Agreement shall be governed by the internal laws of the State of Texas,  
228 without reference to rules or principles governing conflict of law, ~~rules or~~  
229 ~~principles.~~ The exclusive venue for any dispute relating to this Agreement shall be  
230 in the state or federal courts within Harris County, Texas. All Services provided  
231 pursuant to this Agreement shall be performed in accordance with applicable laws,  
232 rules and regulations.

Commented [DT28]: This doesn't seem necessary for what MATHWHIZ will be doing — if it's deemed necessary, it'd be better to include it in the "workmanlike-performance" section.

233 D. The provisions of this Agreement relating to confidentiality, non-disclosure,  
234 conflict of interest, indemnification, exclusions and limitations of damages and  
235 liability, payment, warranty and representations, ~~and~~ exclusions of warranty, choice

Commented [DT29]: NOTE TO STUDENTS: There WAS no "exclusion of warranty" in this form, so including this phrase was a useful reminder — to me as The Other Side's reviewer ....

236 of law, and choice of forum, shall survive any termination or expiration of this  
237 Agreement.

238 E. (1) The Parties' respective obligations under this Agreement shall be suspended  
239 during the period, and to the extent the affected Party is prevented, in whole or in  
240 part, from complying therewith by any cause beyond such Party's reasonable  
241 control, including, to the extent the foregoing standard is met, extreme weather,  
242 fire, flood, earthquakes, other elements of nature or acts of God, civil disturbances,  
243 riots, rebellions, revolutions, accidents, court orders, acts of a Governmental  
244 Authority, acts of war, terrorist activity, or conditions arising out of or attributable  
245 to war (whether declared or undeclared) or terrorist activity, significant spread of  
246 contagious diseases, shortages of labor, equipment or materials and any other cause,  
247 whether of the kind herein enumerated or otherwise, that is beyond a Party's  
248 reasonable control and that cannot be prevented or overcome by the exercise of due  
249 diligence (in each case, a "**Force Majeure Event**").

250 (2) In such event, the Party affected by such Force Majeure Event shall give written  
251 notice of suspension to the other Party as soon as reasonably practicable, specifying  
252 the Force Majeure Event and its obligations under this Agreement that have been  
253 affected and stating the date and extent of such suspension.

254 (3) The affected Party shall use commercially reasonable efforts to resume such  
255 suspended obligations as soon as reasonably practicable and shall notify the other  
256 Party in writing of the date of resumption of the provision of its obligations  
257 hereunder.

258 (4) Notwithstanding the foregoing, a Force Majeure Event will not relieve either  
259 Party of its obligation to **make a payment due** or perform any defense obligations  
260 hereunder.

**Commented [DT30]:** NOTE TO STUDENTS: A better carve-out would be to say "an obligation to make a payment due where the inability to make the payment is due to a generalized failure in payment systems."

261 F. This Agreement constitutes the entire agreement of the Parties. If any part of this  
262 Agreement shall be unenforceable for any reason, the remaining parts of the  
263 Agreement shall nevertheless be binding upon and inure to the benefit of the  
264 Parties.

265 G. **Notices.** All notices shall be deemed effective when received and made in writing  
266 ~~upon receipt, refusal, or after reasonable but unsuccessful efforts at delivery. by~~  
267 ~~either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight~~  
268 ~~mail, or (iv) electronic mail with confirmation, addressed to the party to be notified~~  
269 ~~at the following address or to such other address as such party shall specify by like~~  
270 ~~notice hereunder:~~

**Commented [DT31]:** This "Three Rs of Notice" provision is simpler to administer.

271 [ADDRESSES OMITTED]

272 H. The failure of Company to exercise any of its rights under this Agreement shall not  
273 constitute a waiver of such rights with respect to any future occurrence or breach  
274 of this Agreement.

275 I. (1) This Agreement and any SOW may be executed in any number of identical  
276 counterparts, each of which shall be deemed an original for all purposes and all of  
277 which constitute, collectively, one agreement.

278 (2) Electronic signatures are agreed to.

279 (3) A signed counterpart of this Agreement or any SOW may be delivered  
280 electronically by transmitting any portion that includes the signed signature page,  
281 with the same effect as transmitting the entire document, as long as that portion is  
282 clearly identifiable as part of the document.

283 J. If any provision of this Agreement is invalid, illegal, or unenforceable, the balance  
284 of this Agreement shall remain in effect.

285 K. Each party DISCLAIMS all IMPLIED warranties, representations, conditions, and  
286 terms of quality; for emphasis, however, this disclaimer does not affect any of the  
287 foregoing that is clearly stated in this Agreement or in the applicable SOW.

**Commented [DT32]:** NOTE TO STUDENTS: This wasn't in the original document, and the drafter helpfully — but inadvertently — included a reminder in VI.D above.

288 K. By signing and sending an agreed final version of this Agreement or any SOW to  
289 the other Party, each Party certifies that what the signing Party is sending is the  
290 agreed final version, without changes, unless the signing Party explicitly alerts the  
291 other Party, in writing, that changes were made.

**Commented [DT33]:** This certification lets parties avoid having to RE-read the entire agreement to make sure there were no surreptitious changes — which unfortunately [does happen from time to time](#).

292 K. ~~Receipt of Agreement. Consultant will have each of its individual employee,~~  
293 ~~subcontractor, consultant and representative that it assigns to a SOW to sign that~~  
294 ~~SOW acknowledging receipt and understanding of the material terms, including the~~  
295 ~~confidentiality provision, of this Agreement.~~

**Commented [DT34]:** Problems: (1) This would be burdensome on MATHWHIZ personnel to have to read and understand this Agreement; (2) it'd be easy for MATHWHIZ to inadvertently overlook doing it; and (3) it doesn't add anything to Gigunda's legal position. The only thing it would do is give Gigunda leverage to try to intimidate MATHWHIZ employees — as lawyers in Oregon's attorney general's office did to Oracle employees when [suing Oracle](#) for an allegedly-botched Obamacare implementation project (they sued one mid-level Oracle manager for **\$45 million**).

296 [Signature Page Follows]

**Commented [DT35]:** NOTE TO STUDENTS: This keeps a party from slipping in provisions after the fact.

297

298

IN WITNESS WHEREOF, this Agreement is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Commented [DT36]: I'm putting in a table to make revisions easier.

<b>AGREED – Company:</b> <b>GIGUNDA ENERGY, LLC, by:</b>	<b>AGREED – “Consultant:</b> <b>MATHWHIZ LLC, by:</b>
_____ Signature	_____ Mary Marvel, CEO
_____ Printed name	_____ Date signed
_____ Title	
_____ Date signed	

299

300