

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), made and entered into \_\_\_\_\_, 20\_\_ , by and between Montgomery County Green Bank Corporation, a Maryland nonprofit corporation (hereinafter the “**Company**”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter, the “**Service Provider**”).

### RECITALS

WHEREAS, the Company desires to retain the Service Provider to render certain professional services and the Service Provider desires to be so retained by the Company, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

#### **Section 1.**     Proposal.

The Agreement hereby incorporates by reference in its entirety the proposal entered into between the Company and the Service Provider dated \_\_\_\_\_ (the “**Proposal**”), a copy of which is attached hereto as **Exhibit A**. The Service Provider hereby agrees to perform the services set forth in the Proposal (the “**Services**”), according to the terms of the Proposal and this Agreement.

#### **Section 2.**     Term of Agreement.

2.1     This Agreement shall commence upon the date hereof and ends upon termination by the Company, which termination shall be effective upon notice by the Company to the Service Provider.

2.2     The Company may terminate the Agreement at any time and for any reason.

2.3     Upon termination of this Agreement for any reason, the Service Provider shall promptly return to the Company all copies of any Company data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the Company. The Service Provider shall also furnish to the Company all completed work and work in progress or portions thereof, including all incomplete work.

#### **Section 3.**     Fees and Expenses.

3.1     The Service Provider shall be entitled to receive monthly fees from the Company as set forth in Exhibit A (the “**Monthly Fees**.”)

3.2     In the event that the Company terminates the Agreement for any reason, the Service Provider shall be entitled to a pro rata payment of the Monthly Fees based on how many calendar days of the applicable month have elapsed prior to the termination.

3.3     In addition to the foregoing Monthly Fees, the Company shall pay the Service Provider its actual out-of-pocket expenses incurred as a result of providing the Services that are reasonable and necessary for the Service Provider to incur in furtherance of its performance of the Services and as further provided in Exhibit A (the “**Expenses**”). The Expenses must be submitted to the Company and pre-approved by the Company in writing. The Service Provider agrees to provide the Company with access to such original receipts, ledgers, and other records as may be reasonably appropriate for the Company or its accountants to verify the amount and nature of the Expenses.

3.4 The Service Provider agrees that the Company will not reimburse the Service Provider for any Expenses until the entirety of the Services have been performed.

3.5 If the Company determines that the Services have not been performed in a satisfactory manner, then the Service Provider shall not be entitled to reimbursement of any Expenses.

#### **Section 4. Independent Contractor.**

4.1 Both the Company and the Service Provider agree that the Service Provider will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed to imply that the Service Provider, or any employee, agent or other authorized representative of the Service Provider, is a partner, joint venturer, agent, officer or employee of the Company. The Company will not withhold any monies for any federal, state, or local tax authorities from any compensation owed and payable to the Service Provider pursuant to this Agreement, but rather shall report such payments on Form 1099.

#### **Section 5. Rights in Data.**

5.1 All right, title and interest in and to all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets, including, without limitation, all software created and underlying computer code, (collectively, “**Works**”) conceived, made or discovered by the Service Provider and/or its employees, agents or other authorized representatives, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of the Company shall be held and owned by the Company, and all Works shall, to the extent possible, be considered works made by the Service Provider and/or its employees, agents or other authorized representatives for the benefit of the Company and as work for hire. The Service Provider shall mark all Works with the Company’s copyright or other proprietary notices as directed by the Company and shall take all actions deemed necessary by the Company to perfect the Company’s rights and ownership therein. In the event that the Works can not constitute work made by the Service Provider and/or its employees, agents or other authorized representatives for the benefit of the Company under applicable law, or in the event that the Service Provider should otherwise retain any rights to any Works, the Service Provider agrees to assign, and upon creation thereof automatically assigns, all right, title, and interest in and to such Works to the Company, without further consideration. The Service Provider agrees to execute any documents of assignment or registration of copyright requested by the Company respecting any and all Works.

5.2 All right, title and interest in and to any programs, systems, data, and materials furnished to the Service Provider by the Company are and shall remain the property of the Company.

5.3 The Service Provider may include in the Works information and materials that are in the public domain, including open source software (the “**Public Information**”) provided, however, the Service Provider shall notify the Company in advance of any Public Information the Service Provider plans to include and provide to the Company such details regarding the Public Information as the Company may reasonably request. Also, the Service Provider may include in the Works the Service Provider’s preexisting proprietary models, methods and techniques based on the personal skills and experiences of employees of the Service Provider that may have general application in providing and/or producing works like the Works (the “**General Expertise**”). The Service Provider grants to the Company a nonexclusive, worldwide, paid-up, perpetual license to use the General Expertise in developing, manufacturing and commercializing the Works, including the right to grant sublicenses.

#### **Section 6. Proprietary Information.**

6.1 The Service Provider acknowledges that in order to perform the services called for in this Agreement, it shall be necessary for the Company to disclose to the Service Provider certain Proprietary Information (as defined below) that has been developed by the Company at great expense and that has required considerable effort of skilled professionals. The Service Provider further acknowledges that the Works and Services may of necessity incorporate such Proprietary Information. The Service Provider agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information to any employees or to any third parties, except for those who have a need to know such Proprietary Information in order to accomplish the requirements of this Agreement and who are bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this Section 6. In no event shall the Service Provider disclose any such Proprietary Information to any competitors of the Company.

6.2 As used herein, the term “**Proprietary Information**” shall mean any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to the Company and not generally known in the industry. The obligations set forth in Section 6.1 as they pertain to Proprietary Information shall survive termination of this Agreement and continue for so long as the relevant information remains Proprietary Information.

6.3 The Service Provider shall mark all Works with the Company’s logo and as otherwise directed by the Company.

**Section 7. Confidentiality of Agreement; Publicity; Use of Marks; Noncompetition.**

7.1 For a period of five (5) years from the date of termination of this Agreement, the Service Provider shall not disclose the nature of the effort undertaken for the Company or the terms of this Agreement to any other person or entity, except as may be necessary to fulfill the Service Provider’s obligations hereunder.

7.2 The Service Provider shall not at any time use the Company’s name or any Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

7.3 The Service Provider or any of its affiliates, including but not limited to its owners, employees or agents, shall not recruit or otherwise solicit or induce any employees of the Company to terminate their employment or engagement with, or otherwise cease their relationships with, the Company or any of its subsidiaries during its employment or engagement with the Company and for a period of twelve (12) full months thereafter. In addition, the Service Provider shall not recruit or otherwise solicit any person who was an employee, consultant or other agent of the Company during any time within six (6) months prior to such recruitment or solicitation.

**Section 8. Warranties.**

8.1 The Company warrants that it owns all right, title, and interest in and to or has appropriate licenses to all programs, systems, data, or materials furnished to the Service Provider hereunder.

8.2 The Service Provider warrants that:

a. The Service Provider’s and its employees’, agents’ and/or other authorized representatives’ performance of the Services called for by this Agreement and the Proposal do not and shall not violate any applicable law, rule, or regulation; any contracts with third parties; or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and

b. The Service Provider and its employees, agents or other authorized representatives are the lawful owner or licensee of any software programs or other materials used by the Service Provider in the performance of the services called for in this Agreement and the Proposal and the Service Provider and its employees, agents or other authorized representatives have all rights necessary to convey to the Company the unencumbered ownership of Works produced hereunder.

**Section 9. Indemnification.**

The Service Provider hereby indemnifies and agrees to hold harmless the Company from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to the services performed by the Service Provider hereunder or any breach of the warranties made by the Service Provider pursuant to Section 8.2 hereof. The Service Provider's obligations under this Section 9 shall survive the termination of this Agreement for any reason. The Company agrees to give the Service Provider prompt notice of any such claim, demand, or action and shall, to the extent the Company is not adversely affected, cooperate with the Service Provider in defense and settlement thereof.

**Section 10. Miscellaneous.**

10.1 The Service Provider shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without the prior written consent of the Company; provided, however, that the Service Provider may assign its right to receive payments hereunder to such third parties as the Service Provider may designate by written notice to the Company.

10.2 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Maryland as they apply to a contract executed, delivered and performed solely in such State.

10.3 The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and the Service Provider.

10.4 All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid to the address indicated on the signature blocks of this Agreement.

10.5 All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

10.6 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**MONTGOMERY COUTY GREEN BANK  
CORPORATION**

By: \_\_\_\_\_  
Stephen Morel, Chief Executive Officer

Address for notices and correspondence:

Montgomery County Green Bank  
155 Gibbs Street, Suite 512  
Rockville, MD 20850  
Telephone: (240)453-9000

**[SERVICE PROVIDER]**

By: \_\_\_\_\_  
Name  
Title:

Address for notices and correspondence:

**EXHIBIT A**

(attached)