

EXECUTIVE SEARCH SERVICES AGREEMENT

This Executive Search Services Agreement (“Agreement”) is made by and between Houston First Corporation (“HFC”), a Texas local government corporation whose address is 701 Avenida de las Americas, Ste. 200, Houston, TX 77010, and [TBD] (“Firm”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

§1. Services. Firm understands that the executive search services required under this Agreement consist of identifying and presenting to HFC the most qualified candidates available nationwide to fill open positions of employment identified by HFC. Essential services performed by Firm shall include working with HFC to develop position-specific qualifications and, based upon approved parameters and requirements, implementing a recruitment plan to attract a diverse group of exceptional candidates. Firm shall receive resumes, scrutinize credentials and references, and prepare executive profiles for HFC on the most qualified candidates. As directed, Firm shall also assist in the scheduling of interviews and support employment negotiations to the extent required by HFC. Firm shall appear as needed before the appropriate HFC executives, Committees and Board as necessary to provide periodic updates, present findings and answer questions.

§2. Task Orders. Firm shall provide services on an as-needed basis in response to written task orders issued by HFC in a form approved by HFC’s General Counsel (each a “Task Order” and collectively “Task Orders”). Each Task Order shall require authorized signatures from both parties and, as applicable, the following information: The date of issuance; a description of the position; estimated salary range; period of performance/milestones; deliverables, such as candidate profiles; and such other tasks and information as the parties may agree, to the extent not inconsistent with the terms and conditions of this Agreement. Firm agrees to and shall complete each Task Order in accordance with the terms, conditions and restrictions of this Agreement.

§3. Term. The term of this Agreement shall begin on the date of countersignature by HFC (the “Effective Date”) and, unless renewed or sooner terminated pursuant to the terms of this Agreement, expire on September 30, 2025 (the “Term”). No expiration of the Term, or sooner termination of this Agreement, shall affect, impair or abridge Firm’s duties and responsibilities, or liabilities with regard to, the services performed during the Term.

§4. Payment. Subject to all terms and conditions of this Agreement, HFC agrees to pay Firm for services performed in accordance with the following: [TBD].

§5. Reimbursable Expenses. Reasonable expenses incurred by Firm directly in the performance of its services will be reimbursed at cost; provided such expenses are approved in advance and in writing by HFC, and further provided that HFC reserves the right to cap expenses at a reasonable level it deems appropriate in each Task Order.

§6. Invoice Procedures. Firm will be paid on the basis of separate invoices submitted by Firm, and approved by HFC, detailing the services provided by Firm, the attendant fee and any reimbursable expenses, including such supporting documentation pertaining to amounts chargeable under this Agreement as HFC may require. HFC will make payment to Firm within 30 calendar days of the receipt and approval by HFC of such invoices. If any item in any invoice submitted by Firm is disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and pay the remaining amount of the invoice; provided, however, that HFC shall promptly notify Firm of the dispute and request clarification and/or

remedial action. After any dispute shall have been settled, Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on an invoice for the disputed item only.

§7. Service Commitment. In the event that a candidate for employment resigns or is terminated, then, at no cost to HFC, Firm agrees to and shall re-perform the services as necessary to fill the position in accordance with the following: [TBD].

§8. Representations and Warranties. Firm represents and warrants to HFC that its services shall be performed consistent with the professional skill and care ordinarily provided by persons practicing in the same or similar services; expeditiously so as to ensure the orderly progress and completion of the services; and in full compliance with applicable law. Firm further represents and warrants to HFC that Firm possesses the ability to perform successfully under the terms and conditions of this Agreement; and that the Firm has established and shall maintain written standards of conduct covering conflicts of interest (including organizational conflicts of interest) and governing the performance of employees engaged in the recruitment of candidates for employment.

§9. Conflicts of Interest. Firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise Firm's professional judgment with respect to this Agreement or its services hereunder, nor shall Firm take for itself or divert to a third party any corporate opportunity arising out of this Agreement or discovered otherwise through the use of HFC property or information.

§10. Confidentiality. Firm agrees that all materials to be prepared under this Agreement and all HFC data received by Firm shall be kept in strictest confidence and used only to achieve the ends of this Agreement. Firm shall not divulge such information to any person who cannot promote the interests of HFC, except to the extent required by law or prior approved in writing by HFC.

§11. Indemnification. **FIRM AGREES TO AND SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD HFC HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) RELATING TO ANY DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY FIRM UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO (A) THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, OR CONTRACTOR OF FIRM; (B) VIOLATION OF APPLICABLE LAW; OR (C) BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY FIRM UNDER THIS AGREEMENT.**

§12. Force Majeure. Neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure and the affected party complies with the requirements of this Section. For purposes of this Agreement, the term "Force Majeure" means fires, floods, hurricanes, tornados, explosions, war, terrorist acts, riots, epidemics, pandemics, acts of superior governmental or military authority, and other conditions of like nature. Relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the other party with prompt written notice of the cause and its anticipated effect no later than 15 calendar days after the condition of

Force Majeure ceases. If the condition of Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement. Without limiting the foregoing, HFC further reserves the right, due to an occurrence of Force Majeure or any other cause beyond the reasonable control of HFC, to suspend performance by Firm under one or more Task Orders for a period of time not to exceed 60 calendar days, as HFC may determine in its sole discretion, and Firm acknowledges and agrees that no additional fees or payment by HFC shall be due to Firm on account of the occurrence or cessation of any such suspended performance period.

§13. Termination for Cause. Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof in accordance with the requirements of this Section. Default occurs if a party fails to perform one or more of its material duties under this Agreement for any reason other than an occurrence of Force Majeure. If a default occurs, then the injured party may, in addition to any other available right or remedy, deliver a written notice to the defaulting party describing the default and identifying a proposed termination date, which must be at least 30 calendar days after the date of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination shall be ineffective. If, however, the defaulting party does not cure the default before the proposed termination date, then the Agreement shall terminate on the proposed termination date without further notice.

§14. Termination for Convenience. HFC reserves the right to terminate this Agreement, or any Task Order issued hereunder, for its convenience at any time by written notice to Firm. On receiving the notice, Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement or the appropriate Task Order and cancel all existing orders and subcontracts that are chargeable to HFC thereunder. As soon as practicable after receiving the termination notice, Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. HFC shall then pay the fees to Firm for services actually performed, but not already paid for, in the same manner as prescribed herein. **TERMINATION AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE FIRM'S EXCLUSIVE REMEDIES FOR HFC'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. FIRM WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM ANY TERMINATION FOR CONVENIENCE BY HFC.**

§15. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

§16. Independent Contractor. The relationship of Firm to HFC shall be that of an independent contractor. Firm has the authority to select the means, methods and manner of providing services subject to the terms, conditions, and specifications in this Agreement. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement. Services provided by Firm under this Agreement are non-exclusive and may be supplemented or augmented by HFC at any time, without prior notice, in its sole and absolute discretion.

§17. Assignment. Firm shall not assign this Agreement in whole or in part without the prior written consent of HFC. For purposes hereof, any transfer of ownership interests in Firm, direct or indirect, occurring after the Effective Date shall be deemed an assignment by Firm requiring prior written consent of HFC. HFC may assign this Agreement in whole or in part, including any enforcement rights granted hereunder, at any time upon written notice to Firm.

§18. Remedies Cumulative. The rights and remedies of HFC under this Agreement shall be cumulative. HFC shall have and may exercise all other rights and remedies not inconsistent herewith as provided under applicable law, or in equity. No exercise by HFC of one right or remedy shall be deemed an election, and no delay by HFC shall constitute a waiver, election, or acquiescence to any default, breach, violation, or non-performance by Firm. To the extent not prohibited by applicable law, HFC reserves the right but not the obligation to offset any amount owed Firm under this Agreement against any amounts due Firm under an agreement between the parties.

§19. Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

§20. Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary. Any action to enforce this Agreement, or any litigation or claims otherwise regarding this Agreement, must be brought in a court of competent jurisdiction in Harris County, Texas. Firm accepts and consents to the exclusive jurisdiction of such courts and hereby waives any defenses or objections based on venue, inconvenient forum, or lack of personal jurisdiction.

§21. Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

§22. Survival. Firm shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement.

§23. Extent of Agreement. This Agreement, including any Task Orders issued hereunder, represents the entire and integrated agreement between HFC and Firm and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be amended, changed, modified, or altered except in the form of a written amendment signed by authorized representatives of Firm and HFC.

[Signature block to be added in final agreement]