

CONSULTING AGREEMENT

I. The Parties. This Consulting Agreement ("Agreement") is made effective as of the booked appointment date, by and between MOVE ANALYST ("Consultant") and person booking the consultation appointment and the person whom the consultation is ultimately meant to Service ("Client") under the laws of California.

II. Conflicts of Interest. It shall be the responsibility of both Parties to disclose any conflicts of interest or potential conflicts of interest, in written form, whether such conflicts are present at the start of the Parties' relationship or arise thereafter.

III. Services. Consultant agrees to provide the following Services ("Services"):
Consulting Services ("Services") shall be used to refer to the following specific Services that the Consultant will provide to the Client under the terms and conditions set forth herein: each of the booked Services outlined on the moveanalyst.com website selected by the Client at the time of booking.

IV. Client Obligations. During the provision of Services, the Client hereby agrees to:

- a) Cooperate with the Consultant for anything the Consultant may reasonably require;
- b) Provide any information and/or documentation needed by the Consultant relevant to the provision of Services or payment for the provision of Services; and
- c) Require any staff or agents of the Client to cooperate with and assist the Consultant as the Consultant may need.

V. Term. The Services shall commence upon the time and place of the booking and end upon end of completion of Services or time allotted by the booked Services outlined on the moveanalyst.com website selected by the Client at the time of booking. Client agrees that additional Services beyond the original Services booking requires a new Services booking and payment.

VI. Payment. In consideration for the Services provided, the Consultant is to be paid the following:
The price of the booked Services outlined on the moveanalyst.com selected booked the Client. ("Payment").

VII. Payment Interval. Consultant shall be paid in advance, in accordance with Section VI, at the time of booking the consultation appointment. There are no extended payment terms granted and interest accrues at the legal limit on balances.

VIII. Expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement except any "out-of-pocket" expenses. Out-of-pocket expenses are considered to be an expense that requires the Consultant to pay a third party as a direct or indirect result of providing the Services. However, the Consultant will be required to pay their internal expenses which includes, but is not limited to, supplies, equipment, operation cost, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant.

Client agrees to pay the Consultant within 7 days of receiving notice of any expense directly associated with the Services. Upon written request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

IX. Termination Clause. The Consultant may terminate Services at anytime for any reason. The Client may terminate this Agreement with an 8 hour advance notice and confirmed by the Consultant with or without cause before the booked consultation time for a refund less any actual costs incurred by Consultant. If Client terminates Service less than 8 hours before booked consultation time, Consultant has the right to withhold up to the full cost of the appointment.

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X. Return of Records. Upon termination of this Agreement the Consultant shall be entitled to retain copies of records, notes and data of any nature that are in the Consultant's possession or under the Consultant's control that relate to the execution of the Agreement for the purpose of furthering its business purpose and performance. The Consultant shall deliver all original documents back to the Client upon request.

XI. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediate by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. Both parties agree that dispute resolution shall end at arbitration and shall not proceed to litigation.

XII. Hold Harmless. The Client shall fully defend, indemnify, and hold harmless the Consultant from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Consultant, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to Consultant for all legal fees, expenses and costs incurred by it.

XIII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. The Consultant shall not be required to have liability insurance covering any potential liabilities they may possess with providing their Services to the Client.

XIV. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when emailed to the Client's email address of record with return receipt or deposited in the United States Postal Service via Certified Mail with Return Receipt.

XV. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVI. Independent Contractor Status. The Consultant, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending time, days of work, and order the work that will be performed.
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client.
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant.

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f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and

g.) Neither the Consultant nor the Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XVII. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XVIII. Payment of Taxes. Under this Agreement, the Client shall not be responsible for:

a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;

b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and

c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes.

XIV. Employees Compensation. The Consultant shall be solely responsible for Employee Benefits, Unemployment Compensation and Workers Compensation.

XX. Privacy Policy. The Consultant maintains a Company privacy policy at moveanalyst.com/privacypolicy.pdf that applies to the Agreement between Consultant and Client.

XXI. Intellectual Property. In accordance with this Agreement, the Consultant may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, methodologies, code, artwork, or any other intellectual property as required to render Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Consultant in connection with the provision of Services to the Client shall grant the Client a limited permit of Created IP use for the sole purpose of executing a personal, one-time project per Agreement.

Any intellectual property provided by the Client to the Consultant to assist in the provision of Services, that was not created by the Consultant pursuant to this Agreement shall belong to the Client. However, any derivative work or benefit the Consultant produces from Client's IP that stands on its own shall belong to the Consultant.

Any intellectual property belonging to the Consultant, provided or shown to the Client in any way, that was not created by the Consultant pursuant to this Agreement shall belong to the Consultant.

XXII. Confidentiality. Client hereby acknowledges and agrees that Consultant possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding this Agreement. The Parties agree that the Proprietary Information is secret and valuable to the Consultant. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information

Confidential Information refers to any information which is confidential and commercially valuable to either the Consultant or competitors to the Consultant. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Consultant.

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Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;
- b) is already known, through legal means, to the Receiving Party;
- c) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;
- d) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or
- e) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

"Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

Client hereby agrees they shall:

- a) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and after the termination of this Agreement;
- b) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;
- c) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

XXIII. Warranties. The Consultant represents and warrants that it will render the Services using reasonable care and skill for a consultant in their field and that any end products or materials given by the Consultant to the Client under the terms and conditions of this Agreement will not infringe or violate the intellectual property rights or any other right of any third party. The Consultant is not responsible for any third party's failure to perform their proposed duties to the Client. The Consultant's responsibility ends with conclusion of the Services in this Agreement. In no way does Consultant warrant any contractual performance of any evaluated third party whatsoever.

XXIV. Force Majeure. Consultant is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.