

Care Provider Solutions

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between Care Provider Solutions having its principal place of business at 952 N M37 Hwy, Hastings, MI 49058 (the “Consultant”), and the Client and its affiliates (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of Adult Foster Care Administration and Management; and

WHEREAS, the Client desires to retain the services of the Consultant to render consulting services with regard to efficient systems and training according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

TERMINATION: This agreement shall commence upon the electronic signature of this consulting agreement and shall continue until either Party terminates it by providing written notice to the other party at least thirty (30) days in advance of the intended termination date. Such notice shall be delivered by certified mail or email with read receipt, and it shall be deemed effective on the date of receipt. In the event of termination for cause, just cause, or breach of this Agreement by either party, all obligations and rights of the parties under this Agreement shall cease immediately, except for those provisions that, by their nature, should survive termination or breach, including but not limited to confidentiality, indemnification, dispute resolution, and any provisions specifically related to remedies for breach. We expect you to be engaged in the process, and to follow through with your commitments from meeting to meeting. If you arrive unprepared, unfocused and without follow-through - it has a ripple effect. For that reason, we reserve the right to terminate any proposal, without a refund, based on behaviors that detract from your ability to succeed. Such behaviors include, but are not limited to, repeatedly showing up late or missing meetings and not following protocols to prevent citations and violations.

CONSULTING SERVICES: The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to Adult Foster Care and Home for the Aged Administration and Management (the Consulting Services).

COMPENSATION: In consideration for the provision of Consulting Services, the Client agrees to compensate the Consultant at the rate specified on the Consultant's official website, within the consulting plan or proposal, or as outlined in any applicable promotional or discount codes, if applicable. Terms as outlined in the proposal. The price is subject to change when agreed upon in writing if additional expectations or the scope of the project is changed. Once the first payment is received, Care Provider Solutions will start performing the work as identified in the agreement. All payments made by the Client (or, as the case may be, by Affiliates and Sublicensees and Sales Partners) under this Agreement are non-refundable.

TRANSPORTATION FEES: The Client agrees to pay all transportation fees associated with the provision of consulting services under this Agreement. Transportation fees shall include but are not limited to the cost of travel over 60 miles from Grand Rapids, MI, accommodation, and related expenses incurred by the Consultant while fulfilling the consulting services. The transportation fees shall be calculated in accordance with the rates and terms agreed upon by the Client and the Consultant. The Client shall be responsible for all additional fees and expenses incurred due to any changes or delays in transportation requested by the Client or necessitated by the consulting project. The Client shall make payment for transportation fees in accordance with the payment terms specified in this Agreement. Unless otherwise agreed upon, transportation fees shall be invoiced as a separate invoice line item and are due prior to the start of the project. The Client shall be responsible for assessing late fees and interest charges in accordance with the terms specified in the payment provisions of this Agreement. The Consultant reserves the right to modify transportation fees upon written notice to the Client. Any changes in transportation fees will not affect transportation services already contracted and paid for prior to the effective date of the fee change. The Consultant shall maintain accurate records of all transportation fees and related expenses incurred and shall make such records available to the Client upon request.

INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT: The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights client already holds prior to this agreement. The Consultant agrees not to claim any such ownership in such work products or intellectual property at any time prior to or after the completion and delivery of such work product to the Client. Any forms or systems that are used for Client and are copyrighted by Consultant shall remain in Consultant's ownership to be used with other

clients. At no time will any information proprietary to the Client be shared with any other person by any means.

CONFIDENTIALITY: The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the confidential information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless a request to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

CONFIDENTIALITY OF RESIDENT INFORMATION (HIPAA Compliance Including Release Form Requirement): Consultant acknowledges and agrees that in the course of providing consulting services to the Client, Consultant may have access to individually identifiable health information and other confidential information of residents, patients, or individuals ("Resident Information") in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") and other applicable laws and regulations. Consultant shall maintain the confidentiality and security of all Resident Information to the fullest extent required by HIPAA and applicable state and federal laws. **HIPAA Release Form Requirement:** Prior to Consultant's access to any client-specific Resident Information, the Client shall ensure that a valid HIPAA-compliant authorization or release form, signed by the relevant individuals or their authorized representatives, is in place. Consultant shall not access or use any Resident Information without the Client's confirmation of the existence of such authorization or release form.

NON SOLICITATION OF EMPLOYEES: During the term of this Agreement and for 3 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

INDEMNIFICATION: The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

NO MODIFICATION UNLESS IN WRITING: No modification of the Agreement shall be valid unless in writing and agreed upon by both Parties.

SEVERABILITY CLAUSE: If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or regulation, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. The parties agree that they will negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, as closely as possible, achieves the intended economic effect of the invalid, illegal, or unenforceable provision. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

APPLICABLE LAW: This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Michigan and subject to the exclusive jurisdiction of the federal and state courts within the State of Michigan, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement electronically, both Parties by its duly authorized officer, as of the day and year set forth below. Each Party acknowledges and agrees that their electronic signature, whether by typed or electronically generated means, shall have the same legal effect as a handwritten signature.

MULTIMEDIA RELEASE, I hereby grant Care Provider Solutions and its agents and assigns the right to record my appearance and participation on digital recordings, videotape, audiotape, film photograph or any other medium and to use, publish, reproduce, modify, distribute, and publicly exhibit without limitation for promotional and marketing materials to be used by Care Provider Solutions for, but not limited to Care Provider Solutions' website, Care Provider Solutions' presence on YouTube, Facebook, Instagram and X, such recordings, in whole or in part, without restrictions or limitation for any purpose that Care Provider Solutions in its sole discretion deems appropriate. I further consent to Care Provider Solutions use of my name, likeness, voice and identifying information in connection with such recordings. I release Care Provider Solutions, its successors and assigns, its agents, and all person(s) for whom it is acting from any liability by virtue of any blurring distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any misspellings or inaccuracies, and I waive any right that I may have to inspect, approve, own, or control the finished recordings. I accept all laws regarding Comedy or Satire in the use of my image and/or voice including my identity. I agree that neither I nor my heir shall be entitled to any compensation for the use of my name, photograph, likeness or other image or audio recording of myself.