

CONSULTING SERVICES AGREEMENT

Rainwood Enterprises, LLC, D.B.A. Rainwood Consulting, located at 2002 SE 140th Ave, Vancouver, WA 98683 (“**Rainwood**”) enters into this Consulting Services Agreement (the “**Agreement**”) with the undersigned (“**Client**”), who is identified with more particularity at the end of this Agreement as well as in the Statement of Work, which is attached to this Agreement and incorporated herein by reference.

1. Services and Term

- (a) Rainwood shall provide Consulting Services (“**Services**”) to the Client per the Statement of Work attached to this Agreement (collectively, the “**Project**”).
- (b) Services shall commence on the date of execution of this Agreement and terminate automatically upon completion by Rainwood of the Services per the Statement of Work attached to the Agreement. Changes to this Agreement or the Statement of Work must be agreed to in writing by both Rainwood and the Client (a “**Change Order**”). Client understands and agrees that any Change Order may affect the cost of the Services and Project as well as the time to completion of the Project.
- (c) Services shall be delivered based on the estimate provided in the Statement of Work.
- (d) The Project will be deemed complete, and this Agreement met in full, when all Services have been completed, as defined in the Statement of Work, or this Agreement is otherwise terminated as defined in this Agreement.

2. Project Responsibilities

- (a) Client agrees to undertake those tasks identified as the Client’s responsibility in the Statement of Work, in conjunction with the services to be performed by Rainwood. Rainwood shall exercise the appropriate level of professional skill in providing such services. Rainwood shall, at the request of Client, undertake such edits and revisions of project documents up to a maximum number of revision hours stated in the Statement of Work.
- (b) Client shall respond to Rainwood’s requests for meetings, input, or content in a timely manner. Should Client fail to respond to said requests within a reasonable amount of time, Rainwood reserves the right to move back any deadlines in the Schedule of Work at Rainwood’s discretion. Should Client demand delivery of the work product prior to Rainwood new deadline, Client shall be subject to a “Rush Charge” of an additional \$ /hour.
- (c) Client may request Rainwood to perform services outside the scope of the Statement of Work, in which case Rainwood shall bill Client \$ /hour for services rendered as “Additional Services”, if Rainwood, in its sole discretion, agrees to provide such additional services.

3. Fees, Invoices, and Payment

- (a) Rainwood will bill Client at an hourly rate as per the Statement of Work for all time spent executing the Services necessary to complete the Project.
- (b) Rainwood will submit invoices to Client as specified in the Statement of Work.
- (c) Client shall pay Rainwood no later than thirty (30) calendar days following the submission of Rainwood’s invoices. Other than Rainwood providing the services stated in the Statement of Work and the submission of accurate invoices reflecting those services, there are no other

pre-conditions for payment to Rainwood.

- (d) If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year.
- (e) Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Rainwood has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

4. Expenses. Rainwood shall be responsible for all expenses relating to Rainwood work except for those expenses Client agrees in advance, in writing in the Statement of Work, to reimburse, and as to such reimbursable expenses in the Statement of Work. Rainwood shall itemize said expenses on invoices with documentation.

5. Independent Contractor Status

- (a) At its discretion, Rainwood may assign one or more of its employees, agents, or representatives, who may be independent contractors as defined by the Internal Revenue Service, to Client for the purpose of providing professional services in satisfaction of this Agreement and the Statement of Work for this Project.
- (b) Rainwood employees, agents, and representatives are not employees or agents of Client or in a joint venture or partnership with Client for any purpose. Rainwood will act solely as an independent contractor and, as such, is not authorized to bind the Client to third parties. No federal, state, or local taxes of any kind shall be withheld or paid by the Client on behalf of Rainwood in connection with the Services provided under this Agreement. Rainwood represents and warrants that it maintains in effect all such workers' compensation, automotive insurance, employee liability, comprehensive general liability, and any other insurance as may be required by law. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Rainwood and Client.

6. Indemnification of Liability. Client shall indemnify and hold Rainwood and Rainwood's Managers, Members, employees, independent contractors and agents harmless against any and all liability, damages, losses, costs or expenses, or judgments resulting from or related to any third party claims made or suits brought against Rainwood and its Managers, Members, employees, independent contractors and agents, which arise with respect to Services Rainwood performs for Client, which is not wholly attributed to or the result of Rainwood's sole negligence in providing the Services under this agreement.

7. Assignment. Neither Client nor Rainwood may assign this agreement without the written consent of the other.

8. Termination of Agreement. Should Rainwood or Client default in the performance of this Agreement or materially breach any of its provisions and fail to cure such default or breach in a timely manner as provided in Section 12 (b) of this Agreement, the non-defaulting party may terminate this Agreement by giving written notice to the other. This Agreement may be terminated prior to its expiration with 14 days' notice at which time Rainwood shall bill Client for all work rendered. Should Client terminate Agreement prematurely without cause, Client shall be subject to an early termination penalty of \$.

9. Intellectual Property & Work Product Ownership

- (a) After Client has paid Rainwood in full and is not otherwise in default of this Agreement, Client shall own all work product delivered to Client that resulted from Services of Rainwood hereunder. Client will have the right to obtain and hold copyrights and similar protection that may be available for such work product. Rainwood agrees to give Client such assistance, at Client's expense, as may be reasonably required to perfect such rights. Client understands and agrees that if it fails to pay all amounts owed when due or otherwise is in default of this Agreement and fails to cure in a timely manner, that Rainwood will own all of the aforementioned work product, including all intellectual property rights.
- (b) Upon completion or termination of this Agreement, Rainwood will return to Client all Client records, notes, documentation and other items that were used, created, or controlled by Rainwood during the term of this Agreement.
- (c) Client warrants that the use of all materials provided to Rainwood by Client will not violate intellectual property rights of any third party, and Rainwood has no responsibility to undertake any investigation of material provided by Client to assure that there is no conflicting intellectual property rights, unless Rainwood has specifically agreed to undertake such an investigation as set out in Section of the Statement of Work. Client agrees to indemnify and hold harmless Rainwood and its Members, employees and contractors for any third party claims related to an alleged infringement of intellectual property rights.

10. Disclosure of Information & Confidentiality

- (a) Any proprietary or confidential information delivered or disclosed by Client or others acting on its behalf to Rainwood, incidental to or in connection with performance of or included in this Agreement, shall be and remain the property of Client and shall be kept confidential and used only to the extent necessary for performance of this Agreement, and may be duplicated for or disclosed to only those persons within the Rainwood organization having a need to know for purposes of performance pursuant to this Agreement.
- (b) Rainwood may identify Client in Rainwood marketing material, including a brief description and screenshot of the project. Rainwood may also use samples of work in Rainwood marketing materials, unless prior to the termination of this Agreement Client provides Rainwood with written notice that Rainwood may not utilize the Work Product in this manner.

11. Liability and Warranties

- (a) Rainwood does not provide expressed or implied warranties for the Services provided herein, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All Services provided by Rainwood are provided on an "AS IS" basis. Rainwood shall, under no circumstances, be liable for general or consequential damages, for any claim in contract or tort relating to this agreement. Rainwood's liability if any, to Client for all claims arising under this Agreement, regardless of theory of recovery, shall not exceed for any Project the amounts actually paid by Client to Rainwood for services pursuant to this Agreement and the particular Contract Attachment for the work on which the liability is based.
- (b) Rainwood shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in Rainwood's industry, community, and region, and will provide a standard of care at least equal to the care used by service providers similar to Rainwood

on similar projects.

12. Default and Remedies

- (a) The occurrence of any of the following shall constitute a material default under this Agreement:
 - i. The failure to make a required payment when due.
 - ii. The insolvency or bankruptcy of either party.
 - iii. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - iv. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
- (b) In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. Non-Disparagement. Rainwood and Client warrant, covenant and agree that during the term of the Agreement and during a period of three (3) years following the termination of this Agreement, for any reason, whether voluntarily or involuntarily, neither party will directly or indirectly solicit, or make disparaging comments about the other or any of the other's employees, members, owners, employees contractors, or affiliates to any third party, in any form of media, including but not limited to verbal, written, Facebook, blogging, Twitter, MySpace, LinkedIn, Google, Snapchat or generally through the internet or any other social media.

14. Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("**Force Majeure**"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

15. Jurisdiction, and Dispute Resolution

- (a) This Agreement is governed by the laws of the State of Washington. If Client fails to pay when due, in addition to Rainwood's other rights under this Agreement, Rainwood shall be entitled to a late fee of 10% of the amount owed.
- (b) Any dispute under this Agreement whose value does not exceed \$5,000 must be resolved in the small claims court of Clark County, Washington. Should a claim exceed \$5,000 both parties shall submit the claim first to mediation, then to arbitration in English with the Judicial Arbitration and Mediation Services (JAMS) subject to JAMS's Managed Arbitration Process within the State of Washington. Legal fees as well as arbitration and mediation fees

shall be allocated by JAMS based on the comparative fault of the parties. If the parties are unable to resolve any dispute through mediation or arbitration, and in the event Rainwood initiates a legal action to collect unpaid fees, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. Any such legal action that is filed shall be filed in the Courts of Clark County, Vancouver Washington.

16. Notices

- (a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph.
- (b) Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

17. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Rainwood for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

18. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract 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 Contract.

20. Attorney's Fees to Prevailing Party. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

21. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

Signatures on the Following Page

SIGNATURE PAGE

IN WITNESS WHEREOF, Rainwood and Client have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Provider
Rainwood Enterprises, LLC
2002 SE 140th Ave
Vancouver, WA 98683

Service Recipient (Client)
Client Name
Client Address
Client City, State Zip

Signature

Signature

Print Name

Print Name

Position Title

Position Title

Date

Date

Please sign and return a signed copy of this agreement via:

- email at awoodfin@rainwoodp2.com, or
- mail at Rainwood Enterprises, LLC, 19215 SE 34th Street, #106-324, Camas, WA 98607.