

This Agreement is made effective as of January 01, 2018, by and between the "Client" and Ryan Reid of Blupanthr, of P.O. Box 6235, Lakewood, California 90714.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant". Consultant has a background including, but not limited to Computer Networking, Computer Administration, and Information Technology Consulting and is willing to provide services to Client based on this background. Client is responsible for all of the final decisions made. Client desires to have services provided by Consultant. The extent of these services and the payment for services is outlined in "DESCRIPTION OF SERVICES" of this Agreement.

PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses:

- a. Travel expenses (Applicable if hotel, or out-of-state travel is required)
- c. Parking expenses
- d. Any related expenses approved by the Client.

CONTRACT TERM/TERMINATION. This Agreement shall remain in effect until it is terminated in writing by either Client or Consultant. Any remaining work that the Client has requested will be ceased at the time of termination. Any expenses accumulated up until the date of termination including but not limited to hours worked, and out of pocket expenses will be owed to the Consultant within thirty (30) days of termination of this Agreement.

RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

BILLING SPECIFICS. All telephone hours will be billed in increments of 15 minutes unless otherwise stated. All on site hours will be billed a starting rate of \$250 which includes Travel, and 2 hours of on-site time. Any additional on-site hours will be billed in increments of 30 minutes at the current rate with a total 8 hour maximum unless otherwise stated. A "Short Run" defined as just picking up, or dropping off equipment which shall be a maximum of 30 minutes unless otherwise stated will be billed at \$100. All travel will be scheduled at least 1 day in advance, or be subject to a \$100 Emergency charge with the exception of Short Run when I am in the area unless otherwise stated.

DISCLOSURE. Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

Consultant is not an Attorney, nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.

Client maintains control of all decisions and should reject advice that they do not agree with.

Consultant can not control future events, therefore cannot be responsible for long term outcomes of client decisions.

Consultant will not be held liable for issues or problems caused by Client or employees of the client that may impact the security or well-being of equipment.

Consultant will give advice and recommendations based on current industry practices, guidelines and reasonable practices in the industry.

Consultant will not be held liable for network security issues.

Not all issues can be foreseen, and thus Consultant does not guarantee 100% uptime of systems.

EMPLOYEES. Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

CONFIDENTIALITY. Client recognizes that Consultant may have and may have access to the following Information:

Including, but not limited to: passwords, remote access, business affairs, financial information, personal information, future plans, and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Consultant will also abide by all State and Federal laws concerning information that the Client may or may not allow access to, Including but not limited to HIPAA and other federal statutes.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

RETURN OF RECORDS/EQUIPMENT. Upon termination of this Agreement, Consultant shall deliver all records, notes, data and equipment of any nature that are in Consultant's possession

or under Consultant's control and that are Client's property and/or relate to Client's business.
NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the Client, or Consultants mailing address on file.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

PAYMENT. Services are billed at the current rate for all services rendered. All payments are due within the terms of the invoice. Any and all late payments are subject to a 12% monthly Finance charge.

DESCRIPTION OF SERVICES: Consultant will provide the following services (collectively, the "Services").

Assist Client with the following:

- I. Examine company network infrastructure, and make suggestions on what can be done more efficiently, and cost effective for the Client.
- II. Complete IT Related tasks as requested by Client.

Additional Services are available at different rates.

- I. Teach or train employees as necessary or requested.
- II. Install, setup, configure, and assist with instructing how to use IT related hardware.
- III. Be on-site and assist where possible for equipment issues as requested by the Client.
- IV. Complete inventory of IT related consumables, and provide refills at Client's expense.