

BUSINESS CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of _____, 20____ by and between ColabMo LLC, represented by Diggy Breiling, located at 5342 Clark Rd, PMB 2039, Sarasota, FL 34233, hereinafter referred to as "Consultant", and the party contracting to receive services, hereinafter referred to as "Client".

Client desires to engage Consultant's services, and therefore, the parties agree as follows:

1. DESCRIPTION OR SCOPE OF SERVICES

Commencing on _____, 20____ Consultant will provide the following services (collectively, the "Services"):

- Assist Client in various areas of business, technology, operations, supply chain and quality assurance/control consulting. The Services are aimed at enhancing the client's business performance and may include tasks such as process improvement, technology implementation, operational efficiency analysis, quality control reviews, and other related advisory services. The specific scope of the Services shall be agreed upon in writing by both parties for each individual project. (This section to be customized to describe Services to be performed.)
- See "Consulting Scope" Addendum _____. (For catalog and detailed projects)

2. BILLING RATE AND CURRENCY

The Services will be billed at a rate of _____ per hour, and shall be paid in _____.

3. PERFORMANCE OF SERVICES

The manner in which the Services will be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client acknowledges that Consultant will dedicate as many hours as reasonably necessary to fulfill their obligations under this Agreement and agrees for to be billed up to _____ hours at agrees rate in Item 2. Consultant acknowledges presence may be required for onsite work and meetings for specific tasks in Consulting Scope.

4. RETAINER/PAYMENT

Client shall pay a non-refundable retainer fee of _____ to Consultant for the Services. This fee is payable in advance upon signing this Agreement. Consultant shall bill against the retainer. In the event the retainer is depleted, Client shall pay additional fees, if any, upon receipt of a billing statement from Consultant. Payment may be made in advance via check to Diggy Breiling, or wire transfer. (For certain Web3, AI, and Blockchain related services Bitcoin is preferred method of payment.)

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5. EXPENSE REIMBURSEMENT

Client shall reimburse Consultant for reasonable and necessary "out-of-pocket" expenses incurred, such as travel expenses and travel-related meals, directly related to the provision of the Services. Any expenses exceeding [Amount] shall require prior written approval from Client.

6. SUPPORT SERVICES

Client agrees to provide the following support services for the benefit of Consultant: Furnish all necessary documents, data, and information required for the successful completion of the Services.

7. TERM/TERMINATION

This Agreement shall automatically terminate upon the completion of the Services by Consultant or as otherwise agreed upon in writing by both parties.

8. RELATIONSHIP OF PARTIES

The parties acknowledge that Consultant is an independent contractor and not an employee of Client. Consultant shall not be entitled to any employee benefits, including health insurance, paid vacation, or any other benefits offered by Client to its employees.

9. DISCLOSURE

Consultant shall promptly disclose any outside activities or interests that may present a conflict of interest with the best interests of Client. Consultant shall refrain from engaging in any activities or relationships that may compromise their ability to provide unbiased and objective consulting services to Client.

10. CONFIDENTIALITY

Client recognizes that Consultant may have access to confidential and proprietary information, including but not limited to business plans, financial information, customer data, operational processes, and trade secrets ("Confidential Information"). Consultant agrees not to use the Confidential Information for their own benefit, nor to disclose or communicate the Confidential Information to any third party without Client's prior written consent. Consultant shall exercise the highest degree of care and confidentiality in handling the Confidential Information.

Attached hereto as Addendum ___ is a Non-Disclosure Agreement (NDA) that may be executed by the parties. The NDA sets forth additional provisions regarding the protection of confidential information and supplements the confidentiality obligations outlined in this Agreement.

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11. CONFIDENTIALITY AFTER TERMINATION

The confidentiality obligations under this Agreement shall survive the termination of this Agreement, and Consultant shall continue to be bound by the confidentiality obligations with respect to any Confidential Information received during the term of this Agreement.

12. RETURN OF RECORDS

Upon termination of this Agreement, Consultant shall promptly deliver all records, notes, data, and other materials in their possession or control that belong to Client or relate to Client's business.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and deemed delivered when personally delivered or sent by registered mail, postage prepaid, to the following addresses:

If for Client:

[Client's Name] _____
[Client's Address] _____

If for Consultant:

ColabMo/Diggy Breiling
5342 Clark Rd,
PMB 2039,
Sarasota, FL 34233

Either party may change their address by providing written notice to the other party in the manner specified above.

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14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements. No other promises or conditions, whether oral or written, shall have any force or effect.

15. AMENDMENT

This Agreement may only be modified or amended in writing and must be signed by both parties.

16. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. If a court finds that any provision is invalid or unenforceable but could be valid and enforceable with limitations, the provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT

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

18. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, United States of America, without regard to its conflict of laws principles.

19. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this Agreement shall be resolved through good-faith negotiations between the parties. If the parties are unable to reach a resolution through negotiations, they shall submit the dispute to mediation, conducted by a mutually agreed-upon mediator. If mediation is unsuccessful, the parties may pursue any other available legal remedies.

20. EMPLOYMENT OF SUBJECT MATTER EXPERTS

Consultant may employ or engage contract Subject Matter Experts (SME) to assist in the provision of Services. The SMEs shall be bound by a similar non-disclosure agreement to protect the confidentiality of Client's information, as set forth in Section 10 of this Agreement.

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By signing below, the parties acknowledge and agree to the terms and conditions set forth in this Consulting & Retainer Agreement, including the attached Non-Disclosure Agreement Addendum.

Client:

Consultant:

(Signature)

(Signature)

Company: _____

Company/DBA: ColabMo

Print Name: _____

Print Name: Diggy Breiling

Date: _____

Date: _____