

This Consultant Allies Member Agreement (this “Agreement”) constitutes a binding legal contract between you, the Member (“Member” or “You”), and Consultant Allies, LLC, (“Consultant Allies”), which owns and operates the consultantallies.com website (the “Website”). By ordering any service via the Website and/or by signing this Agreement, you signify your acceptance of this Agreement (which includes the Code of Conduct and Privacy Policy published on the website), as it may be amended or supplemented from time to time. Changes to this Agreement will be effective when posted. This Agreement is intended to supplement the Website’s Terms of Use.

Services provided by Consultant Allies are expressly subject to the terms and conditions set forth below. Any attempt by you to alter the terms and conditions of this Agreement shall not be binding on Consultant Allies unless agreed to in writing by a Consultant Allies Manager. Member’s order of services and/or signature on this Agreement constitutes acceptance of all the terms and conditions of this Agreement.

- 1. Service Description.** We attempt to describe the services offered on the Website as accurately as possible; however, we do not warrant that the descriptions or other content on the Website are accurate, complete, reliable, current or error-free.
- 2. Enrollment.** Your submission of a request for services or signature on this Agreement constitutes enrollment in the referral network and/or other services provided by Consultant Allies.
- 3. Term; Membership Auto-Renew and Cancellation.** The term of this Agreement is for one year (the “Initial Term”). Membership eligibility is auto-renewable, such that eligibility for membership will automatically continue on an annual basis for successive one-year period. When You renew, the fee due is based on the current fee for membership at the time of renewal. Your membership is active until the membership is cancelled in writing by either party or until Expired membership is not renewed. The Initial Term, with all Successive Terms, shall be referred to collectively herein as the “Term.” You may only cancel membership without cost at the end of the agreed-upon purchased membership one-year term, provided that You give Consultant Allies written notice of such cancellation. Cancellations by written notice shall be sent either to members@Consultantallies.com OR mailed to Consultant Allies, attn: Membership Cancellation, 2710 Alpine, Blvd. Ste O-105. Any such cancellation is effective as of the end of the applicable one-year term. Notwithstanding the foregoing, if within thirty (30) days of Member’s initial registration as a Member of Consultant Allies, Member is dissatisfied with its membership, then Member may cancel its membership for a full refund, such refund to be paid within thirty (30) days of receipt of written notice of Member’s cancellation. Consultant Allies reserves the right, in its sole discretion, to cancel Your membership immediately upon written notice to You. If Consultant Allies’ termination is not for cause, You will be refunded a pro rata portion of Your annual membership fee.

4. **Safe Shopping and Security.** Please view Your Privacy Rights, which describes our security procedures. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50 of fraudulent charges on your credit card. Check with your bank for more information about its policies regarding fraudulent charges. In the event of unauthorized use of Your credit card, You may have to notify Your bank or credit card provider or otherwise fulfill certain conditions of Your agreement with them.
5. **Member Duties.** You agree to all the following as an ongoing member of Consultant Allies:
- (a) To comply with all with all applicable federal, state and local laws and regulations for your profession;
 - (b) To act in a professional and workmanlike manner in accordance with generally recognized industry standards in all interactions with members of the Consultant Allies network; and
 - (c) To adhere to the Code of Conduct Agreement which is published on the Website, and which is incorporated into and made part of this Agreement, such Code of Conduct Agreement includes the duty not to utilize any materials provided to You by Consultant Allies for any purpose other than Your use of the materials to provide services to Your clients. As such, You agree not to sell, distribute or exploit any of those materials to or via third parties, but that You will only use those materials as contemplated herein, as support for Your business in engaging and providing services to Your clients.
6. **Relationship of the Parties.** Consultant Allies is a service provider only to its members, and there is no other legally-recognizable principal and agent arrangement between the parties, including no independent contractor, partnership, joint venture, employee or other agency relationship between You and Consultant Allies for any purpose. You have no authority (and shall not hold Yourself out as having authority) to bind Consultant Allies and you shall not make any agreements or representations on Consultant Allies' behalf without Consultant Allies' prior written consent.

Without limiting the foregoing, You understand and agree that You will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Consultant Allies to any of its employees, and that Consultant Allies will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions for any payments made to You pursuant to any work received from the Consultant Allies network or any other compensation you receive arising from this Agreement, including all penalties and interest. Any persons employed by You in connection with such work and/or compensation shall be Your

employees and You shall be fully responsible for them and their corresponding compensation and taxes.

7. **Your Information** Consultant Allies values the privacy of its members. Therefore, Consultant Allies does not sell any of its members' information to anyone. Consultant Allies will maintain information as specifically set forth in its Privacy Policy found on the Website.

8. **Representations and Warranties.**

You represent and warrant to Consultant Allies that:

(a) You have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Your obligations in this Agreement;

(b) Your entering into this Agreement with Consultant Allies and performing the obligations set forth herein will not conflict with or result in any breach or default under any other agreement to which You are subject;

(c) You have and will respond to any inquiries regarding Your professional credentials and experience truthfully, including the existence of any past legal claims or disciplinary actions arising from Your provision of professional services; and

(d) When appropriate for consultant projects as determined by clients, You have insurance in the form of either a commercial general liability or errors and omissions policy with a limit of liability in a commercially reasonable amount for performing services.

9. **Limitation of Liability.** Consultant Allies' liability on any claim for loss or damage arising out of this Agreement or from the performance or breach thereof, the sale of any services on the Website, or arising in any way from any relationship or activities between Member and Consultant Allies, whether based on contract, warranty, tort (including negligence), strict liability, or any other grounds, shall not exceed the fee paid by Member for services provided by Consultant Allies. This limitation of liability reflects a deliberate and bargained-for allocation of risks between Consultant Allies and Member and constitutes the basis of the parties' bargain, without which Consultant Allies would not have agreed to the price or terms of this Agreement. CONSULTANT ALLIES SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, cost of substitute services or downtime costs.

Consultant Allies shall bear no liability in the following instances: (a) If Member does business with another member in the Consultant Allies network, it is understood and agreed that Consultant Allies cannot warrant or guarantee the performance and/or capabilities of such other member, and that the relationship between members does not involve Consultant Allies, and Consultant Allies shall not be responsible or liable

for any loss which Member may incur arising from any such activities or relationship therein; (b) If Member utilizes any third-party resource for which Consultant Allies has made a referral, Member understands and agrees that any relationship between Member and such third party does not involve Consultant Allies, and Consultant Allies shall not be responsible or liable for any loss which Member may incur arising from any activities or relationship with such third party; (c) If Member utilizes any third-party resource for which Consultant Allies has made a referral, Member understands that Consultant Allies may receive a referral fee in certain instances and (d) If Consultant Allies furnishes Member with advice or other assistance regarding any services supplied hereunder, and which is not required pursuant to this Agreement, the furnishing of the advice or assistance will not subject Consultant Allies to any liability. All the foregoing disclaimers in (a) – (c) above apply whether a claim or demand is based on contract, warranty, tort (including negligence) or other grounds. Notwithstanding the foregoing, if any of the disclaimers of liability in (a) – (c) above are held inapplicable, any resulting liability shall be subject to all the limits of liability set forth in this section.

10. Dispute Resolution. If any action or other proceeding is brought arising from or in connection with this Agreement, or the relationship or activities between Member and Consultant Allies, such action or proceeding shall be adjudicated solely by arbitration before a sole arbitrator in accordance with the JAMS Streamlined Arbitration Rules & Procedures. The jurisdiction and venue for any action or other proceeding in support of the enforcement of the arbitration provision herein, or to confirm any arbitration award, shall be exclusively in the appropriate court in the state of California, County of San Diego, and the parties waive any challenge to the personal jurisdiction or proper venue in such courts. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Please note that agreeing to the arbitration of any dispute waives any right to a jury trial, and severely limits the grounds for which a party may seek appeal of any order or ruling of the arbitrator.

YOU FURTHER AGREE AND COVENANT NOT TO SUE IN ANY LAWSUIT WITH ANOTHER PERSON OR PERSONS, AND NOT TO JOIN IN ANY CLASS ACTION OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST CONSULTANT ALLIES ARISING OUT OF THIS AGREEMENT, YOUR PURCHASE OR USE OF THE SERVICES ORDERED VIA THE WEBSITE OR ANY RELATIONSHIP OR ACTIVITIES BETWEEN YOU AND CONSULTANT ALLIES.

INDEMNIFICATION: YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS CONSULTANT ALLIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO:

(a) Any breach of this Agreement by You, including any breach of any

representation or warranty set forth herein;

(b) Any property damage or personal injury caused to any third party in connection with this Agreement, Your provision of services or by virtue of contact with any client to which You were referred by Consultant Allies; or

(c) Any claim, loss or damage by a third party arising from or related to the services provided by You pursuant to this Agreement, or any activities or relationship between you and any third party arising out of this Agreement.

11. ATTORNEYS' FEES

In the event of any legal action or proceeding arising or resulting from this Agreement or the breach thereof, the prevailing party in any such action or proceeding shall be entitled to an award of its reasonable attorneys' fees and costs incurred in such action.

12. MISCELLANEOUS

- A. Force Majeure** Consultant Allies shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Member, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform; or, (iii) any other commercial impracticability. If such a delay occurs, performance shall be extended for a period equal to the time lost by reason of delay.
- B. Assignment or Delegation** Member shall not assign or delegate any or all of its duties or rights hereunder without Consultant Allies' prior written consent. Consultant Allies may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.
- C. Waiver, Choice of Law.** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of California, United States of America, notwithstanding any conflicts of laws doctrines to the contrary.
- D. General** All orders are subject to acceptance by Consultant Allies. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.

- E. Severability.** Should any provision or portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions shall be unaffected by such holding, and the parties shall attempt to revise the stricken provision in a manner so as to closely resemble the original intent of the Shareholders while still being enforceable under the law.
- F. Entire Agreement; Amendment, Modification and Termination.** This Agreement and any policy referred to herein contain the entire understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. There are no promises or representations between the parties with respect to the substance of this Agreement other than as set forth expressly herein. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be amended from time to time by Consultant Allies by publishing this Agreement with such amended terms on the website. In such event, Consultant Allies shall give notice of the amendment by listing on the website the date of publication of the Agreement with amended terms.