

Consulting Agreement

THIS AGREEMENT is hereby published as standard operating procedures and documentation of terms and conditions for all business activities wherein services are rendered between:

Customers of 1Goal Technology Solutions
Referenced herein as Client

– And –

Greg Williams
DBA – 1Goal Technology Solutions
3481 S. Dixie HWY, STE. 144
Franklin, OH 45005
Referenced herein as Consultant

It is agreed that this document shall specify the terms of; and govern the nature of business activities and the legal relationship between the parties hereto; and continue for the duration that such relationship shall remain active. Other documents may be created and agreed to by Client and Consultant as such may, from time to time, be required to define, control, specify or modify project related activities and payments between the parties. In the event of a conflict in the terms or provisions of any subsequent agreements between the parties or attachments hereto; and the provisions set forth in this agreement, the terms and provisions of such other subsequent agreements and attachments shall govern.

1. Services and Performance. Consultant agrees to perform for Client certain services. The natures of any and all such services are to be specified separately. Such services are hereinafter referred to as “Services.” Client agrees that consultant shall have ready access to Client’s staff, data and physical resources as necessary to perform such services. Except as specifically set forth in writing and signed by both Client and Consultant, time is of the essence in all projects contracted between Consultant and Clients; and such projects shall proceed in a timely manner until completed. In the event that Client or Client’s representatives become unresponsive to Consultant’s requests for information, fails to complete required actions or fails to communicate via phone, fax or email with Consultant for a period of time exceeding 30 days, such failure shall constitute a default of the agreement on the part of the Client.

2. Payment for Services. Client agrees to pay Consultant for Services in full and as specified by separate agreements and according to project specifications. Except as specifically set forth in writing and signed by both Client and Consultant, all payments are non-refundable. Failure on the part of the Client to pay consultant as specified in any agreement shall constitute a default of the agreement on the part of the Client.

3. Confidential Information and Conflict of Interest. Each party hereto (“Such Party”) shall

hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems, software, design, secondary wood products industry related systems and practices.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

Consultant hereby discloses to Client that Consultant has been and may currently be receiving payments and be actively involved in projects for the benefit of customers, vendors or other parties with which the Client may also have separate contractual obligations or business relationships.

4. independent Contractor. Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be, employed by Client. Client is hereby contracting with Consultant for the services described separately, and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Client's normal business hours and security requirements. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the services shall be provided by Consultant. Consultant's services hereunder cannot be terminated or canceled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's services as set forth in the attached proposal, Consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided herein. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay.

5. Use of Work Product. Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all nonproprietary material, or non-proprietary versions of material developed under this contract, and

Client is hereby granted a non-exclusive license to use and employ such material within the Client's business.

6. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Consultant's address or any other state in which the Client resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section were not a part hereof.

7. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Client and Client and Consultant specifically agree that Consultant is not an employee of Client.

8. Liability. Consultant warrants to Client that the consulting, training, system development and related services to be delivered or rendered hereunder, will be of a quality deemed to be at or above industry standards and will be performed by qualified personnel. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

9. Complete Agreement. This agreement contains the entire agreement between the parties hereto; with exceptions only as those specifically stated herein; with respect to the matters and attachments covered herein. No prior agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in this or subsequent project documents. This Agreement shall be construed to be in accordance with the laws of the State indicated by the Consultant's address.

11. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree

that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

In accepting any proposal offered by Consultant and in the performance of any resulting work authorization, you agree that the terms, conditions, and the relationship between Consultant and Client shall be governed by this Agreement, consisting of 11 articles on 3 printed pages, and for the duration of any such agreement.