

## **GENERAL CONSULTATION & USE AGREEMENT**

This General Consulting & Use Agreement (the "Agreement") is effective today between the Client and Prudence Street Consulting Group, LLC ("The Firm") a company organized and existing under the laws of the Texas, USA

WITNESSETH:

WHEREAS "The Firm" agrees to provide remote business consultation via this online website to the "Client" and;

WHEREAS the "Client" hereby authorizes the "Firm", to perform all necessary tasks relating to providing remote business consultation services.

NOW THEREFORE, this agreement shall serve as an engagement between the "Client" and "the Firm" in which the Firm shall represent Client, as consultants, in providing remote business consultation services. These covenants shall remain in force until complete or until specifically terminated in writing by the "Client".

### **SERVICES**

The "Firm" shall provide the " Client remote business consultation and guidance via this online website so that the "Client" can "Process a Policy & Procedure in compliance with the States Administrative Code Requirements. The "Client shall be give full online access to the form guidance tool in completion of these services.

### **SCOPE OF ACTIVITIES**

WHERE NECESSARY the "Firm" has the authority and right to facilitate the above services on behalf of the "Client", The Client is aware that this is a self-service portal in which information must be submitted in order the Firm portal to produce the desired result. Pursuant to this agreement, the lack of or slow execution of task by the "Client" can adversely affect the completion of task or by the "Firm" and can result in a breach by the client. If the original timeline does change the "Client" shall be properly notified.

### **PAYMENTS**

The total payment for the services is mentioned herein is: This payment shall be made as follows: Payment shall be required up-front upon initiating this process. Payment shall be made in full before proceeding.

### **BREACH**

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in State of Texas. If litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party

may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one-year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

#### CONFIDENTIALITY

As it relates to the management of your information, we retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with federal and state laws regarding client confidentiality. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards. We do not share any of your confidential personal or business information with any third-party. A third-party is any person or company other than you, the client. That means we cannot disclose your identity, income, net worth, tax liabilities, or other protected information to the Internal Revenue Service, state tax authorities, unmarried partners, friends, relatives, real estate agents, mortgage brokers, banks, or any other person or company without your explicit authorization. We shall not store or maintain any physical or electronic files related to your services for more than 2 years. All files are properly disposed of professionally by a qualified vendor.

#### REFUND PROVISIONS

Due to the proprietary services provided and technical expenses involved, the "Client" does not have full privilege of a refund in conjunction with this agreement. After a period of 2 calendar days no privilege of refund shall exist however your online account shall remain active and shall be processed until fully complete. If the "Firm" finds that a technical error exists that prevent services from being perform as specified in this agreement a refund shall be assess and credited to the "Client".

#### INDEMNIFICATION

Indemnification. The "Client" shall indemnify and hold harmless the "Firm" of any claim, injury, damage lawsuit, cause of action, liability, or loss, including reasonable attorneys' fees arising out of, related to or resulting from the alleged or actual acts, fault or omissions of the "Client". This includes: (ii) in the performance of any act, action or

service perform by staff members of the "Client" (iii) for penalties or fines assessed for alleged or actual violation of any federal, state or municipal regulation or law. This indemnification obligation shall survive termination of this Agreement. The "Firm" will not assume any liabilities or losses sustained due to the "Client" having in-sufficient operating capital to sustain the operation of the said business.

#### FULL DISCLOSURE

In order to certify that full disclosure of our representation has been made please acknowledge this agreement in the check box below. Your acknowledgement of our disclosure is your consent to our representation of you. This agreement will be deemed excepted when it is executed by you, herein call the "Client".

#### CLIENT APPROVAL

I realize this agreement is a binding, I have reviewed the entire agreement and have been given the opportunity to consult with independent counsel regarding the terms of this agreement prior to my signature. By my checking the box prior to payment, I specifically approve of the terms of this agreement.