

Consulting Agreement Health Aim LLC

The Consulting Agreement (" Agreement") is made effective as of

.....date.....month.....year.....

by and betweenof.....

Andof

.....has a background inand is willing to provide

services to based on this background

..... desires to have services provided by

Therefore, the parties agree as follows

1. Description of Services: Beginning onmonth.....date.....year ,

.....will provide the following services (collectively, "Services")

2. Performance of Services: The manner in which the services are to be performed and the

specific hours to be worked byshall

Be determined by , Will rely on

To work as many hours as may be reasonably necessary to fulfill

Obligations under this Agreement

3. Payment : Will pay a fee to

..... For the services in the amount of

.....\$ This fee shall be payable Pre- consulting and midway of work completed

Final fees will be determined at completion of services.

4. Expense Reimbursement:

Shall pay all “ out- of- pocket” expenses, and shall not be entitled to reimbursement from Consultant.

5. Support Services :will provide the following

Support services for the benefit of

6. New Project Approval: and

Recognize thatservices will include working on

Various projects for

Shall obtain the approval of

Prior to the commencement of a new project

7. Term/Termination: The Agreement shall terminate automatically upon completion by

.....of the services required by the agreement

8. Relationship of Parties: It is understood by the parties that

Is an independent contractor with respect to

And not an employee of

.....will not provide fringe benefits,

Including health insurance benefits, paid vacation, or any other employee benefit, for the

Benefit of

9. Disclosure:is required to disclose any

Outside activities or interests, including ownership or participation in the development of
Prior inventions, that conflict or may conflict with the best interests of

.....

Prompt disclosure is requirement under this paragraph if the activity or interest is related,

Directly or indirectly, to :

10. Employees:’s employees, if any, who perform

Services forunder this Agreement shall also be bound by

The provisions of this Agreement. At the request of,

.....shall provide adequate evidence that such

Persons are’s employees

11. Injuries and Insurance :acknowledges

.....’s obligation to obtain appropriate

Insurance coverage for the benefit of

(and’s employees , if any) .

.....waives any rights to recovery from

.....for any injuries that

.....(and / or’s

employees) may sustain while performing Services under this Agreement and that are a

Result of the negligence ofor

.....’s employees.

12. Indemnification:agrees to

Indemnify and hold harmless..... from all
Claims, losses, expenses, fees including attorney fees, costs, and judgements that may
Asserted againstthat result from the acts or
Omissions of’s
Employee, if any, and’s agents.

13. Intellectual Property: The following provisions shall apply with respect to copyrightable
Works, ideas, discoveries, inventions, applications for patents, and patents (collectively
,
“Intellectual Property”):

a. Consultant’s Intellectual Property:
Personally holds an interest in the Intellectual Property that is described in the
Attached Exhibit A and which is not subject to this Agreement

b. Development of Intellectual Property: Any improvements to Intellectual
Property items listed on Exhibit A, further invention or improvements , and
Any new items of Intellectual Property discovered or developed by
.....(or’s
Employees, if any) during the term of this Agreement shall be the property of
.....,
Shall sign all documents necessary to perfect the rights of
.....in such Intellectual Property, including
the

Filing and / or prosecution of any applications for copyrights or patents. Upon

Requestshall sign all Documents necessary to assign the rights to such Intellectual Property to
Agrees to sign to, without further Consideration, its entire right, title, and interest (throughout the United States And in all foreign countries), free and clear of all liens and encumbrances, in and To each invention idea, developed within the scope of this Agreement, for
.....whether or not patentable. In the event any Intellectual Property shall be deemed by To be Patentable or otherwise registrable,
Shall assist(at.....
.....'s expense) in obtaining letters of patent or other Applicable registrations thereon and shall execute all documents and do all other Things (including testifying at 's expense) necessary or proper to obtain letters of patent or other applicable Registrations thereon and to vest, or any Affiliated company specified by the board, with full title thereto.

- 14. Ownership of Social Media contacts: Any social media contacts, including Followers or friends that are acquired through accounts (including, but not Limited to, email addresses, blogs, twitter, facebook, youtube, or other social Media networks) used or created on behalf of

Are the property of

15. Confidentiality:recognizes

Thathas and will have the

Following information:

And other proprietary information (collectively, "information") which are valuable, special

And unique assets ofand need to be

Protected from improper disclosure. In consideration for the disclosure of the

Information, Agrees that

.....will not at any time or in any

Manner, either directly or indirectly use any Information for

.....'s own benefit, or divulge, disclose or communicate

In any manner any information to any third party without the prior written consent of

.....

.....will protect the information and treat it as strictly confidential

A violation of this paragraph shall be a material violation of this Agreement.

16. Unauthorized Disclosure of Information: If it appears that

.....has disclosed (or has threatened to disclose)

Information or from providing any services to any party to whom such

Information has been disclosed or may be disclosed.

Shall not be prohibited by this provision from pursuing other remedies, including a

Claim for losses and damages.

17. Confidentiality after Termination: The confidentiality provisions of this Agreement

Shall remain in full force and effect after the termination of this Agreement.

18. Return of Records: Upon termination of this Agreement,

.....shall deliver all records, notes,

Data, memoranda, models, and equipment of any nature that are in

.....'s possession or under

.....'s control and that are

.....'s property or related to

.....'s business

19. 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 as follows :

If for

.....

.....

.....

.....

If for

.....

.....

.....

.....

Such address may be changed from time to time by either party by providing written Notice to the other in the manner set forth above.

20. 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.

21. Amendment: This Agreement may be modified or amended if the amendment is Made in writing and is signed by both parties.

22. Severability: If any provision of this Agreement shall be held to be invalid or Unforceable 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.

23. Waiver of Contractual Right: The failure of either party to enforce any provision Of this Agreement shall 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.

24. Applicable Law: This Agreement shall be governed by the laws of

.....

.....

25. Interruption of Service: Either party shall be excused from any delay or failure in Performance required hereunder if caused by reason of any occurrence or contingency Beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, Insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs Or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of Nature. The obligations and rights of the party so excused shall be extended on a Day-to-day basis for the time period to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall Resume. In the event the interruption of the excused party's obligations continues for a Period in excess of 30 days, either party shall have the right to terminate this Agreement Upon 10 days prior written notice to the other party.

26. Assignment:

Agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any Rights or obligations under the Agreement without the prior written consent of

.....

Any purported assignment, transfer, or delegation shall be null and void. Nothing

In this Agreement shall prevent the consolidation of

.....with , or its merger into, any other corporation,

Or the sale by.....of all or
Substantially all of its properties or assets, or the assignment by
.....of this Agreement and the performance of its obligations
Hereunder to any successor in interest or any affiliated company. Subject to the
Foregoing, this Agreement shall be binding upon and shall inure to the benefit
Of the parties and their respective heirs, legal representatives, successors and
Permitted assigns, and shall not benefit any person or entity other than those
Enumerated above.

27. Signatories: This Agreement shall be signed on behalf of

.....

By

And on behalf of

.....by

And effective as of the date first above written.

The Party Receiving the Services:

.....

.....

.....

.....

.....

Date :

The Party Providing the Services:

.....
.....
.....
.....
.....

Date :

Exhibit A

Intellectual Property