



Consulting Services Agreement

This Consulting Services Agreement (this "Agreement") is made effective _____ (Date), by and between Nourish Partners Inc ("Consultant" or "Nourish Partners") and _____ ("Client"), collectively referred to as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Nourish Partners will provide the Client with consulting services as mutually agreed upon and described in the attached Scope of Services ("Project" or "Services"). The parties may enter into multiple Projects, each of which shall be attached hereto and become part of this Agreement and shall be subject to all the terms and conditions set forth herein.

1.2 The parties contemplate that it may be desirable to make changes to the Project(s). Before performing any work associated with any such change, a written change order fully-executed by both parties shall set forth the necessary revisions to the Project(s), and the parties, shall agree in writing that such work constitutes a change from the original Project, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by both Nourish Partners and the Client.

1.3 In the event any provision contained in any Project conflicts with any provision in this Agreement, the provision in this Agreement shall govern; provided, however, that if any Project expressly references a conflicting provision in this Agreement that is intended to be modified by such Project, then such Project shall govern with respect to such conflicting provision.

1.4 In the event of any conflict between this Agreement and any unilateral document issued by the Client (e.g., purchase orders, contracts, procurement forms, or vendor registration documents), the terms of this Agreement shall govern unless expressly modified by a written amendment signed by both Parties. This Agreement represents the entire understanding between the Parties and supersedes all prior agreements or communications relating to its subject matter.

Obligations of Client

2.1 The Client will make available to Nourish Partners certain supplies, materials or other support, as both the Client and Nourish Partners determine to be necessary.



2.2 The Client represents and warrants that it has conducted all necessary procurement procedures and processed in accordance with applicable laws and internal policies. The Client is solely responsible for such compliance and agrees to indemnify and hold harmless the Consultant from any claims, liabilities, or damages arising from the Client's procurement processes or any deficiencies therein.

2.3 The Client agrees to furnish all relevant details, documentation, and context required for Nourish Partners to effectively perform its services. The Client confirms that such information will be current, factual, and as complete as reasonably possible. Nourish Partners is not responsible for any limitations in service effectiveness resulting from omissions or inaccuracies in the information received.

Fees and Expenses; Payment and Late Fees

3.1 The Client shall be responsible for payment of all fees and expenses for Services as identified in the applicable Project(s) as those services are provided.

3.2 The fees and expenses for Services hereunder shall be invoiced to the Client and due for payment under the terms set forth in the Project(s) to this Agreement.

3.3 Invoices are payable within 30 calendar days of receipt. A late fee of 10% of the total invoice will accrue for each 10-day period the payment remains overdue. The Consultant reserves the right to suspend services if payment, including accrued late fees, is not received.

3.4 If a new Project is added that requires an extremely tight turnaround, a rush fee of 25% of the total Project fee will be added to the invoice. The rush fee applies to any Project where the requested completion timeline is less than 48 hours notice.

3.5 If the Client requires Nourish Partners to conduct work in person (ie site monitoring, in-person support, etc), and there is a change to the schedule that impacts hotel stay, flight, travel, or other logistics, resulting in an extension of the trip longer than originally planned or budgeted for, the Client will be required to pay for any additional logistics or travel fees at cost. Additionally, any time spent coordinating these logistics and any extra time spent for the trip will be billed at the current hourly rate of \$200 per hour.

Term and Termination

4.1 This Agreement shall commence on the effective date first set forth above, and shall remain in force and effect until terminated by either party in accordance with this Agreement. Either



party may terminate this Agreement, any Project, or the engagement of a particular consultant under a Project at any time and for any reason upon a minimum of thirty (30) days written notice to the other party.

4.2 In the event of a termination of this Agreement, the Client shall be obligated to make payments to Nourish Partners for any and all Services rendered through the date of termination.

4.3 In the event the Client cancels a Project or this Agreement with less than thirty (30) days' notice, the Client shall pay the Consultant a cancellation fee equal to 25% of the remaining balance of the Project fee, or a flat fee of \$1,000, whichever is greater, in addition to all fees due for work completed prior to termination. This is intended to cover the Consultant's administrative and opportunity costs associated with abrupt cancellations.

Proprietary Rights; Confidential Information

5.1 All materials, deliverables, work products, and related intellectual property created or provided by Nourish Partners under this Agreement—including reports, analyses, designs, and concepts—are the sole property of Nourish Partners, which retains all rights to use them during and after the contract term. This Agreement does not restrict Nourish Partners from using general knowledge and experience gained during performance. All materials and course licenses provided are for the Client's internal use only and may not be shared with third parties, including competitors of Nourish Partners, without prior written consent. Unauthorized use or distribution may result in immediate termination and legal action.

5.2 "Confidential Information" includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and

exercising a degree of care, which are at least as protective as those, Nourish Partners or the Client, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable attorneys' fees and cost in addition to other appropriate relief.

Errors and Omissions

6.1 The Consultant shall provide consulting services (the "Services") as described in the attached Statement of Services. The Consultant agrees to perform the Services to the best of their ability and in accordance with industry standards.

6.2 The Client acknowledges and agrees that the Consultant's liability for any errors, omissions, or inaccuracies in the Services provided shall be limited no greater than 25% of the amount of fees paid by the Client to the Consultant for the Services under this Agreement. In no event shall the Consultant be liable for any indirect, incidental, special, punitive, or consequential damages, including, but not limited to, loss of profits, revenue, data, or use, incurred by the Client or any third party, whether in an action in contract, tort, or otherwise, even if the Consultant has been advised of the possibility of such damages.

6.3 The Consultant makes no warranty, express or implied, regarding the accuracy, completeness, or usefulness of the information provided through the Services. All information, recommendations, and advice provided by the Consultant are based on information and resources believed to be accurate and reliable at the time of provision. However, the Consultant does not warrant or guarantee the accuracy or completeness of such information.

6.4 The Client acknowledges that the Consultant's Services are advisory in nature and are intended to assist the Client in making informed decisions. The Client retains full responsibility for any decisions made or actions taken based on the Consultant's Services. The Client agrees to



indemnify and hold harmless the Consultant from any claims, damages, or losses arising out of or related to the Client's use of the Services.

6.5 The Client agrees to indemnify, defend, and hold harmless the Consultant from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with the Services provided under this Agreement, except to the extent such claims, liabilities, damages, losses, or expenses are caused by the gross negligence or willful misconduct of the Consultant.

6.6 The Client understands and accepts that outcomes resulting from consulting services may involve inherent uncertainties or unforeseen variables. By engaging Nourish Partners, the Client accepts sole responsibility for any decisions or actions taken based on the guidance or deliverables provided. Nourish Partners shall not be held liable for any financial, operational, or reputational impacts experienced by the Client during or after the engagement, except in cases of proven gross negligence or willful misconduct.

General Provisions

7.1 The relationship of the Client and Nourish Partners is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose, and are not entitled to any employee benefits of the other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. The Client appoints Nourish Partners and its employees as an authorized representative on their behalf.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 The Client shall not assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party. Any assignment in violation of these terms is void.

7.4 This Agreement is governed by the laws of the State of California. The parties agree to first attempt to resolve any disputes through good faith negotiations, beginning with discussions between appropriate representatives. If unresolved, either party may request escalation to senior executives, who shall meet within ten (10) days. If the dispute remains unresolved, it shall be conclusively settled by binding arbitration under the JAMS Streamlined Arbitration



Rules & Procedures, conducted in California. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Each party shall bear its own legal costs unless otherwise specified in the arbitration award.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or e-mail to the Client or to Nourish Partners as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of California; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in California.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 Each of the Client and Nourish Partners warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject. This Agreement, together with all corresponding Projects, constitutes the entire agreement between the Client and Nourish Partners and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between the Client and Nourish Partners with respect to the subject matter of this Agreement or any Projects. Only a written instrument signed by each party hereto may amend this Agreement or any Projects.



7.9 Any Project may be executed in counterparts, each of which, when taken together, shall constitute one document combined with this document. Any pdf, photocopy or facsimile of this Agreement, any Project or of any counterpart shall be deemed to be the equivalent of an original.

7.10 Consultant shall not be subject to any unilateral terms, conditions, or policies imposed by the Client, including but not limited to vendor onboarding portals, invoice systems, or purchase orders, unless expressly agreed to in writing by Consultant. Any such terms not mutually agreed upon in writing shall be null and void and shall not modify or supersede this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Client Information: (Client name) _____

Representative name: _____

Job title: _____

Signature: _____ Date: _____

Consultant Information: Nourish Partners Inc

Representative name: Leeza Woodbury, MDA, RDN

Signature: _____ Date: _____