

BUSINESS CONSULTING AGREEMENT

This Business Consulting Agreement ("Agreement") made and entered into this _____ day of _____, _____ (hereinafter described as the "Effective Date") by and between **Rising Bird, Inc.**, whose principal address is **369-B Third Street, Suite 316 ~ San Rafael, CA 94901**, and _____ (hereinafter referred to as "Client"), whose principal address is _____; hereby, agrees as follows:

1. Consulting Services Provided to Client

Initial

1.1. Consulting Services. Rising Bird, Inc will provide Client consulting services in the area of connecting Client to various funding sources ("Funding Sources") and aiding in the negotiations and other activities that may be required to secure funding from the Funding Sources. The transactions that involve the Funding Sources supplying funding to Client are referred to herein as the "Transactions". Rising Bird, Inc and/or Client each reserves the right to accept or reject any Transactions.

1.2. Registration of Funding Sources. When Rising Bird, Inc, have communicated with a potential funding source and obtained a response of interest with respect to funding Client, Rising Bird, Inc may communicate with Client regarding the potential funding source as an official contact of Rising Bird, Inc. If Rising Bird, Inc is able to introduce the funding source and Client to each other, then the potential funding source shall be registered at Client as a Funding Source produced for Client by Rising Bird, Inc.

2. Compensation

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2.1. Cash Compensation. The fees to be paid to Rising Bird, Inc shall be the sum of **one percent (1%) OF THE APPROVED FUNDING AMOUNT, COMMITMENT LETTER OR LETTER OF INTEREST.** This sum will be given directly to Rising Bird, Inc on behalf of Client for Client in exchange for Rising Bird, Inc's arrangement of financing to or for the benefit of Client from funding source(s) provided by Rising Bird, Inc. Client will pay Rising Bird, Inc said fee of **one percent (1%)** upon Client's receipt of funds from funding source(s) provided by Rising Bird, Inc.

2.2. Payment Guarantee. Client agrees that Client will make out a check payable to Rising Bird, Inc upon receipt of LETTER OF INTEREST, COMMITMENT LETTER or APPROVAL OF FUNDS. The check made out by the Client to Rising Bird, Inc must be honored and cleared by the Client's financial institution no later than the third business day from the date of funding. If payment(s) is not received by Rising Bird, Inc. within three (3) business days after the date of receipt of funds from Client, the maximum penalty and interest allowed by law will be incurred and charged for every calendar day such payment is late. Penalty and interest will begin on the fourth business day from the date of funding. The Client acknowledges and agrees that Rising Bird, Inc. reserves the right to file suit and proceed with legal action, including applications for prejudgment attachment of the loan funds and any other assets belonging to Client to enforce Rising Bird, Inc's right to payment hereunder. In addition, the Client will be legally liable for all attorney's fees, court fees, collection fees, and all related expenses incurred by Rising Bird Inc in connection with efforts by Rising Bird to enforce its right to payment hereunder.

3. Press Release

Initial

3.1. Press Release. It is understood that Rising Bird, Inc, solely or jointly with the client may issue a press release upon client receiving LETTER OF INTENT, LETTER OF INTEREST, COMMITMENT LETTER, APPROVAL OF FUNDS and/or RECEIPT OF FUNDS from lender(s).

4. Non-Exclusive Agreement

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4.1 Non-Exclusive Agreement. This agreement is not an exclusive agreement. The Client may seek its own funding through others while Rising Bird, Inc is providing services to Client.

5. Term

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5.1. Terms. Rising Bird, Inc or Client may terminate this Agreement by written notice to the other party at any time, without notice and without cause. Upon termination of this Agreement, the parties shall be excused from the duties and obligations set forth in sections 1.1 (“Consulting Services”) and 1.2 (“Registration of Funding Sources”). All other rights, duties, obligations, terms, and conditions of this Agreement shall remain in full force and effect. If this Agreement is terminated and Client gets funding from Funding Sources obtained by Rising Bird, Inc, Client promises to make payment upon such funding in the manner and in the amounts described above in Sections 2.1 and 2.2, even after termination of this agreement.

6. Proprietary Information and Confidentiality

Initial

6.1. Proprietary Information and Confidentiality. Client acknowledges that Rising Bird, Inc has developed and will develop access to Funding Sources, Client lists, sales techniques, collateral and marketing materials, data-bases on potential Funding Sources and Clients, contact and referral persons, relationships and other information which are proprietary to Rising Bird, Inc (“the Proprietary Information”). The Proprietary Information has been developed through the effort and the experience in business and at substantial cost and investment to Rising Bird, Inc and is not readily available to competitors of Rising Bird, Inc from other sources. In the performance of Client’s business transactions, Client will be given access to the Proprietary Information. Client acknowledges that the Proprietary Information was not available to Client prior to this Agreement.

6.2. Proprietary Information and Confidentiality. Client agrees not to disclose, use, or allow others to use any Proprietary Information unless authorized in writing by the Rising Bird, Inc. Client shall take all necessary actions, including those directed by the Rising Bird, Inc to insure the confidentiality of the proprietary information. During the term of this agreement and upon termination, and three years from the date of termination hereof, Client shall not disclose, use, or allow others to use any Proprietary Information.

Initial

6.3 Proprietary Information and Confidentiality. THE CLIENT UNDERSTANDS AND AGREES THAT THE CLIENT SHALL NOT ENTER INTO BUSINESS RELATIONS OR CONTACTS WITH FUNDING SOURCE(S) PROVIDED BY RISING BIRD, INC. THE CLIENT ALSO UNDERSTANDS AND AGREES THAT THE CLIENT SHALL NOT REFER ANY INDIVIDUALS, BUSINESSES, OR ANY ENTITY EITHER DIRECTLY OR INDIRECTLY TO THE FUNDING SOURCE(S) PROVIDED BY RISING BIRD, INC. WITHOUT TRANSMITTING SUCH REFERRALS THROUGH RISING BIRD, INC.

Initial

6.4 Proprietary Information and Confidentiality. CLIENT UNDERSTANDS AND AGREES THAT IF CLIENT BREACHES ANY TERM OR CONDITION OF THIS CONTRACT, INCLUDING THE NON-DISCLURE PROVISIONS SET FORTH ABOVE IN SECITON 4.1 AND THE OBLIGATION TO TRANSMIT REFERRALS TO FUNDING SOURCES PROVIDED BY RISING BIRD, INC ONLY THROUGH RISING BIRD, INC., CLIENT WILL PAY MAXIMUM PENALTIES AND INTEREST ALLOWED BY LAW ON ANY AND ALL DAMAGES AWARDED OR AWARDBABLE TO RISING BIRD INC., COMPENSATION TO RISING BIRD, INC.; CLIENT FURTHER AGREES AND ACKNOWLEDGES THAT IN THE EVENT OF ANY SUCH BREACH OF A TERM OR CONDITION OF THIS CONTRACT BY CLINET, CLIENT WILL BE LIABLE FOR ALL ATTORNEYS’ FEES, COURT COSTS, COLLECTION FEES, AND ALL OTHER RELATED EXPENSES INCURRED BY RISING BIRD INC IN ENFORING ITS RIGHTS TO DAMAGES IN THE EVENT OF SUCHG BREACH OR IN OTHERWISE ENFORCING THE RIGHTS OF RISING BIRD INC UNDER THIS CONTRACT. .

7. Arbitration

Initial

7.1. Arbitration. In the event of any dispute between the parties hereto concerning or relating to this Agreement, upon request of Rising Bird, Inc., the parties agree to submit the dispute to binding arbitration in the Capitol of the State of Nevada, in accordance with the rules of the American Arbitration Association. The costs of such arbitration shall be paid solely by the losing party, Judgment upon the award entered by the arbitrator maybe entered in any court of appropriate jurisdiction. If Rising Bird, Inc. requests arbitration, no suit may be brought in any jurisdiction concerning or relating to this Agreement except to enforce such arbitration decision or to seek injunctive relief.

8. Assignment

Initial

8.1. Assignment. This Agreement maybe assigned to other parties for successful completions. In the event of assignment, all due commissions must be paid by Client to Rising Bird, Inc and Rising Bird, Inc only.

9. Relationship of the Parties

Initial

9.1. Relationship of the Parties. Nothing stated in this Agreement shall be construed as making or creating a partnership status or relationship between Client and the Rising Bird, or as creating the relationship of employer/employee, franchiser/franchisee, or principal/agent between the parties

10. Non-Circumvention

Initial

10.1. Non-Circumvention. Client agrees not to enter directly or indirectly into business relationship with the Funding Sources provided by the Rising Bird, Inc for the duration of this Agreement and three years after termination of this Agreement.

11. Conduct

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11.1. Conduct. Each party agrees to avoid deceptive, misleading or unethical practices, make no false or misleading representations, comply with all material laws and regulations in performing that party's duties hereunder, and not to engage in illegal or deceptive trade practices.

12. Obligation to Protect and Hold Harmless

Initial

12.1. Obligation to Protect and Hold Harmless. Client agrees to use reasonable effort to hold harmless the Rising Bird, Inc and protect the Proprietary Information and to reasonably cooperate without charge in such efforts to hold harmless and to protect the Rising Bird, Inc Proprietary Information. Client agrees to notify the Rising Bird, Inc of any known or suspected breach of such Proprietary Information that comes to its attention.

13. Expenses

Initial

13.1. Expenses. Unless otherwise agreed to by both parties, each party will bear its own costs and expenses incurred in connection with the Transactions.

14. Counterparts

Initial

14.1. Counterparts. This Agreement maybe executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Governing Law

Initial

15.1. Governing Law. This agreement shall be governed by and construed in accordance with the laws of State of Nevada.

