

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

_____ of _____
(the "Client")

- AND -

Joseph M. Casciani, PhD of the Living to 100 Club, LLC, whose business address is 4231 Balboa Ave #316, San Diego, CA 92117, USA
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- The Contractor will provide the client with consultation and training focusing on a range of clinical topics and resident participation issues, such as social disengagement or behavior concerns. Discussions may include matters raised by family members or

caregivers. Clinical training topics cover depression and anxiety, stress management, PTSD, bereavement, and separation and loss.

Notwithstanding the Contractor's decades-long history as a provider of mental health and geropsychology services, this consultation does not constitute the delivery of professional psychological services, such as psychotherapy or evaluation.

These consultation and clinical services are for personnel who are employed at senior living settings, corporate trainers, staff working with health care and home care agencies, and with community organizations serving seniors.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - Each consulting session is \$79.95. Payment is due at least 24 hours before the start of the meeting Client has scheduled. Client may opt to discontinue at any time. No partial refunds are given.

Payment is submitted at the time of scheduling using the scheduling app.

11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

12. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
13. The Contractor will furnish vouchers to the Client for all such expenses.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

16. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Non-Solicitation

17. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
18. During the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
- a. induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
 - d. solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials and Intellectual Property

19. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

21. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

- 22. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- 23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. _____

 - b. Joseph M. Casciani, PhD
the Living to 100 Club, LLC, whose business address is 4231 Balboa Ave #316, San Diego, CA 92117, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

- 24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

- 25. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the

duration of this Agreement.

Additional Clause

26. The consultation and clinical training program will take place in online group sessions. Groups will be capped at ten participants.

Discussions will take place weekly, with up to four sessions per month. To accommodate different schedules and time zones, the discussions are scheduled three times a week, though a client site may only attend one per week.

Legal Expenses

27. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

35. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____(Client)

Joseph M. Casciani, PhD

Per: _____ (Seal)