

## CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is entered into as of February 20, 2023 by Shemia Fagan (the “**Consultant**”) and between Veriede Holding LLC an Oregon Limited Liability Company (the “**Company**”).

### Statement of Purpose

WHEREAS the Company believes that Consultant possesses the necessary qualifications and abilities to serve as a Consultant of the Company and perform the functions associated with such service.

WHEREAS Consultant is an Oregon public official. Company and Consultant must at all times abide by guidelines for public officials published by the Oregon Government Ethics Commission and ORS 244.120.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Service as Consultant.** Consultant will serve as a Consultant of the Company and perform all duties as a Consultant of the Company.
2. **Limitations on Consultant.** Consultant and Company will at all times abide by guidelines for public officials published by the Oregon Government Ethics Commission. Consultant will not use Consultant’s public position to create the opportunity for additional personal income for Consultant or Company. Consultant will not use a government agency’s supplies, facilities, equipment, employees, records or any other public resources to engage in their Company’s business. Consultant will not engage in Company business on Consultant’s government agency’s time. Confidential information Consultant gains as a public official will not be used to obtain a financial benefit for Consultant or Company.
3. **Term; Termination.** This Agreement will take effect on upon signing and will continue in effect until terminated as described herein. This Agreement may be terminated by either party on thirty (30) days’ written notice for any reason or no reason.
4. **Reimbursement of Reasonable Expenses.** Upon submission of appropriate receipts, invoices, or other documentation as may be reasonably required by the Company, the Company will reimburse Consultant for all reasonable out-of-pocket expenses incurred in connection with the performance of Consultant’s duties under this Agreement, including but not limited to travel expenses incurred in furtherance of the Company’s business, Oregon State Bar Association annual dues and professional liability insurance coverage.
5. **Compensation and Bonuses.**
  - a. As compensation for the services to be rendered by Consultant under this Agreement, the Company will provide the following compensation and benefits to Consultant. The Company will pay Consultant the amount of Ten Thousand Dollars (\$10,000) per month with payment received not later than the 10<sup>th</sup> day of each month.
  - b. As compensation for successful acquisition of license(s) for Veriede Holding LLC or any affiliated companies into any state other than Oregon or New Mexico, Consultant will receive a bonus of Thirty Thousand Dollars (\$30,000) with payment received not later than the 30<sup>th</sup> day after acquisition of the license.
6. **Status of Consultant.**
  - a. The Consultant will be an independent contractor with respect to the services to be rendered to the Company hereunder. The Consultant will not be considered an employee of the Company for any purpose, and will not be eligible to participate in any of the employee benefit and/or welfare plans maintained by the Company, its subsidiaries or its affiliates.

- b. The Consultant understands and agrees that the Company will not be responsible for withholding or paying any federal or state income, social security or other taxes in connection with any compensation paid under this Agreement, and Consultant agrees that he is solely responsible for any such tax payments.

**7. Miscellaneous**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements (whether written or oral and whether express or implied) between the parties relating to such subject matter.
- b. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Facsimile or PDF reproductions of original signatures will be deemed binding for the purpose of the execution of this Agreement.
- c. **Notices.** Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to the other party on the date it is actually delivered by (i) certified or registered U.S. mail, return receipt requested; (ii) overnight courier service (such as FedEx); or (iii) personal delivery of such notice in person; in each case to the appropriate address shown below (or to such other address as a party may designate by notice to the other party):
- d. **Amendments and Waivers.** No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by the Company and Consultant. No waiver of any provision of this Agreement on a particular occasion will be deemed or will constitute a waiver of that provision on a subsequent occasion or a waiver of any other provision of this Agreement.
- e. **Severability.** Each provision of this Agreement is severable from every other provision of this Agreement. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- f. **Construction.** The section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any "Section" refers to the corresponding Section of this Agreement. The word "including" in this Agreement means "including without limitation." All words in this Agreement will be construed to be of such gender or number as the circumstances require.

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- g. **Governing Law.** This Agreement will be governed by the laws of the State of Oregon without giving effect to any choice or conflict of law principles of any jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**VERIEDE HOLDING LLC**

By: \_\_\_\_\_  
(signature)

Aaron Mitchell  
(print name)

Title: Member

Date: \_\_\_\_\_

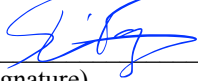
By: \_\_\_\_\_  
(signature)

Rosa Cazares  
(print name)

Title: Manager

Date: \_\_\_\_\_

**CONSULTANT**

  
\_\_\_\_\_  
(signature)

Shemia Fagan  
(print name)

Date: February 24, 2023