

SEARCH ENGINE OPTIMIZATION CONTRACT

THIS CONTRACT (the "Contract") is entered into as of **April 1st, 2017** (the "Effective Date") between **Mungbeansusa.com** ("Client") and Power To Be Found, an Arizona LLC ("PTBF").

WHEREAS, PTBF has developed a proprietary methodology and related know-how (the "PTBF Methodology") to facilitate a party's placement in Google (the "Covered Listings"). IT IS AGREED, in consideration of the mutual covenants herein, as follows:

1. ENGAGEMENT OF SERVICES.

1.1 Services. Subject to the terms of this Contract, PTBF will assess and make changes to the Client's web site located at **Mungbeansusa.com** to ensure the site includes the pertinent information for the Client to improve their rankings in the Covered Listings using the PTBF Methodology.

1.2 Term. Client agrees to **One-Year** of service beginning on **October 1st, 2017**.

2. FEE FOR SERVICES.

Website Fee. In consideration of the services described above, Client will need to have new website built. **\$3,000.00 USD for new website to be built**. The \$3,000 will be paid in 3 monthly installments of \$1000 starting **April 1st, 2017** when the contract is signed and then 30 days after each payment will be charged to Credit Card on file. Will be designing a new site, adding new content, new service pages, articles or RSS feeds will be included in the monthly charge.

Monthly Fee. In consideration of the Services described above, Client will remit to PTBF an on-going monthly fee of **\$500.00 USD** for PTBF to maintain the Client's placement in the Covered Listings starting **October 1st 2017**.

3. CLIENT'S OBLIGATIONS; RELATIONSHIP OF PARTIES.

3.1 Nature of Relationship. PTBF and Client are entering into this Contract as independent parties and nothing in this Contract will be construed to create a partnership, principal-agent or employer-employee relationship.

3.2 PTBF Not Liable for Client's Delay or Lack of Resources. PTBF will not be liable to Client or any other party for the non-delivery or untimely delivery of any Services nor will PTBF be deemed to be in breach of its obligations hereunder due to (i) external factors beyond PTBF's control, including but not limited to *force majeure* events, Internet-related downtime or other telecommunications-related failures (provided that PTBF will use all reasonable efforts to promptly notify Client of such delay), (ii) the non-availability of designated Client resources or (iii) any delays or other problems arising out of Client's acts or omissions or the acts or omissions of any third party.

4. TRADE SECRET INFORMATION.

Restrictions. Client acknowledges and agrees that the PTBF Methodology is a highly valuable, proprietary trade secret of PTBF. Client shall not (i) disclose the PTBF Methodology or any portion thereto to any third party; (ii) provide, lease or lend the PTBF Methodology to any third party or use the PTBF Methodology itself to provide services to any third party; (iii) commercially exploit the PTBF Methodology in any way; (iv) use in any way or otherwise exploit the PTBF Methodology for its own purposes or in connection with its internal business operations; (v) modify the PTBF Methodology; or (vi) derive, decode or otherwise discover or attempt to discover or derive the PTBF Methodology for its own benefit or for any other reason, whether by studying, duplicating, imitating or otherwise deconstructing or exploiting PTBF Services or the PTBF Methodology in any way.

The receiving party will maintain all confidential information disclosed hereunder by the disclosing party in confidence and will not disclose such information to any third party other than those of its employees or contractors with a need to know such information; provided that each such employee or contractor must have executed a confidentiality agreement or be otherwise bound by the obligations of the receiving party hereunder. The receiving party will safeguard the confidential information with the same degree of care, which it uses to protect its most valuable confidential information.

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5. GENERAL.

5.1 Governing Law and Arbitration. This Contract will be governed and construed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. All disputes between the parties arising out of or relating to this Contract (other than actions seeking only equitable remedies) will be settled by binding arbitration in Maricopa County pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator may award any legal or equitable remedy and may, in his discretion, require one party to pay the costs of the arbitration as well as the fees and expenses, including reasonable attorneys' fees, of the other party. In the absence of any such ruling, each party will bear its own costs in connection with an arbitration proceeding hereunder and the parties will share the costs of the arbitration equally.

5.2 Entire Contract. This Contract sets forth the entire understanding and agreement of the parties as to the subject matter of this Contract, supersedes all prior negotiations and representations, may only be amended in a writing signed by both parties and may be executed in counterparts, each of which will be an original and all of which will constitute one and the same document.

5.3 Successors and Assigns. Neither this Contract nor any of the rights or obligations of either party hereunder may be assigned or transferred without the other party's prior written consent other than to an affiliate of the assigning party or pursuant to a merger or sale of substantially all the assets thereof. Subject to the foregoing, this Contract will be binding upon and inure to the benefit of Client's and PTBF successors and assigns, as applicable.

5.4 Notices. Notices hereunder will be effective when received and will be sufficient if given in writing, hand-delivered, sent by telefax or email with confirmation of receipt, sent by U.S. mail, return receipt requested, or sent by overnight courier service and addressed to the address first set forth above.

5.5 Limitation of Liability. EXCLUDING ANY CLAIM THAT ONE PARTY HAS MISAPPROPRIATED THE INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION OF THE OTHER PARTY, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS OR THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGIES OR SERVICES, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, BASED ON A WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ON ANY BREACH OF THIS CONTRACT BY PTBF, CLIENT'S SOLE REMEDY, AND PTBF'S SOLE LIABILITY TO CLIENT, WILL BE FOR CLIENT TO TERMINATE THE SERVICES AND THIS CONTRACT WITHOUT ANY FURTHER LIABILITY OR OBLIGATION BY PTBF. IF AND TO THE LIMITED EXTENT THAT PTBF INCURS ANY LIABILITY IN CONNECTION WITH ITS SERVICES AND/OR THIS CONTRACT, AND SUBJECT TO ALL OTHER LIMITATIONS OF LIABILITY SET FORTH HEREIN, PTBF'S ENTIRE LIABILITY HEREUNDER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE OR ACTION WHATSOEVER WILL NOT EXCEED \$500.

5.6 No Control over Internet. Client acknowledges and agrees that PTBF does not and cannot control the flow of data to or from PTBF or Client's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt PTBF's or Client's connections to the Internet. PTBF DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Mungbeansusa.com

POWER TO BE FOUND, LLC

By: YOEL FRIEDMAN
Client

By: _____
Cort Walberg