



Modular Needs, Options & Feasibility Agreement

Building Confidence Before Building Your Home

Prepared For: _____

Project Address: _____

Prepared By: DVELE - Dvele AZ, LLC

Date: _____

A Professional Consulting Engagement · Not a Commitment to Purchase or Construct

Contents

Part I - DiscoveryPage 3

Part II - Discovery Services, Deliverables & Expectations Page 7

Part III - Professional Services AgreementPage 13

Part I - Discovery

Plan Deliberately. Build Confidently. Live Exceptionally.

Welcome

Every Exceptional Home Begins with Discovery

Building a home is one of the most meaningful investments you will ever make. It is more than a construction project, it is the creation of a place where your family will live, gather, grow, and build lasting memories. At DVELE, we believe that every exceptional home begins with a clear understanding of your vision, your property, and your goals.

Many builders ask clients to select a floor plan or execute a construction contract before fully understanding the unique characteristics of the site, applicable regulations, project budget, or long-term objectives. While this may appear to accelerate the process, it often introduces unnecessary uncertainty, design revisions, unexpected costs, and project delays.

DVELE has chosen a different path.

We begin every project with a structured Discovery process designed to reduce uncertainty and create confidence. During this engagement, our team works collaboratively with you to evaluate your project from every critical perspective, your lifestyle, your property, your investment goals, and the technical requirements necessary to successfully deliver your future home.

The Discovery process provides both you and DVELE with the information needed to make informed decisions before significant investments in design, engineering, manufacturing, or construction are made.

This Agreement is not a commitment to purchase or construct a home. Instead, it is a professional consulting engagement intended to establish a comprehensive understanding of your project and provide a roadmap for successful execution should you choose to proceed.

We appreciate the opportunity to earn your trust and look forward to partnering with you throughout this exciting journey.

Our Philosophy

Every DVELE home is the resulting product of thousands of choices and decisions over many years of development. The quality of information available at the beginning of the project ensures a seamless integration of the product to your project.

Discovery allows us to ask the right questions before design configuration work begins, identify opportunities before they are overlooked, and resolve potential challenges before they become expensive problems.

Rather than reacting to issues during construction and integration, we believe in proactively identifying and addressing them during planning. This disciplined approach helps create more predictable budgets, more reliable schedules, and a better overall experience for our clients.

The Discovery process reflects our commitment to transparency, collaboration, and thoughtful planning. It is the foundation upon which every successful DVELE project is delivered.

Why Discovery Matters

Every property is unique. Every family has different priorities. Every jurisdiction has its own regulations. No two projects are exactly alike. Discovery provides an opportunity to evaluate these variables before substantial project work begins.

During Discovery, DVELE works with you to understand:

- Your lifestyle, priorities, and long-term vision.
- How you intend to use your home today and in the future.
- The characteristics and opportunities presented by your property.
- Site access, transportation, and installation feasibility.
- Utility availability and infrastructure considerations.
- Applicable zoning, setbacks, and regulatory constraints.
- Preliminary project budget and investment expectations.
- Desired project schedule and milestone objectives.
- Product options and configuration opportunities.
- Potential project risks and recommended mitigation strategies.

The result is a comprehensive understanding of your project that enables both you and DVELE to move forward with confidence.

What Success Looks Like

At the conclusion of the Discovery process, you should have clear answers to the following questions:

- Is modular construction the right solution for my project?
- Which DVELE product or configuration approach best aligns with my goals?
- What opportunities and constraints should I be aware of?
- What is the anticipated project budget?
- What factors could influence cost or schedule?
- What additional information is required before configuration begins?
- What are the recommended next steps?

Our objective is not simply to answer these questions, it is to provide the knowledge and confidence necessary for you to make informed decisions regarding one of the most significant investments of your life.

The DVELE Project Journey

Every DVELE home follows a structured and collaborative process designed to reduce uncertainty and create predictable outcomes.

Stage	Agreement Type	Key Activities
Discovery	Discovery Agreement	- Establish project goals - Evaluate feasibility - Identify opportunities and constraints
Concept Product Configuration		- Develop preliminary layouts - Confirm product direction - Align scope with budget
Design Development	Sales Agreement	- Define Project Team - Refine product & Coordinate engineering - Select and configure finishes and systems
Engineering & Documentation		- Complete structural and MEP engineering - Prepare state & local permit documentation - Finalize manufacturing information
Manufacturing		- Precision factory construction - Quality assurance inspections - Integrated systems installation
Transportation & Installation		- Prepare site - Deliver modules - Set and secure home
Completion & Move-In		- Final commissioning - Owner orientation - Warranty support

Every DVELE home follows a structured and collaborative process designed to reduce uncertainty and create predictable outcomes.

The Purpose of This Agreement

This Discovery Agreement establishes the scope, expectations, responsibilities, deliverables, and professional services associated with DVELE's Modular Needs, Options & Feasibility Assessment. The purpose of this engagement is to:

- Develop a comprehensive understanding of the proposed project.
- Evaluate the suitability of modular construction.
- Identify project opportunities and potential constraints.
- Provide preliminary recommendations regarding budget, schedule, and product selection.
- Establish a collaborative planning process.
- Reduce project risk through informed decision-making.
- Provide a clear roadmap for future product configuration and construction services.

This Agreement also establishes the respective responsibilities of both the Client and DVELE throughout the Discovery process and sets forth the terms under which these professional consulting services will be performed.

Part II - Discovery Services, Deliverables & Expectations

Discovery Scope of Services

DVELE's Discovery process is a structured professional consulting engagement designed to evaluate the technical, financial, regulatory, and lifestyle considerations that influence the success of your project. Discovery is intended to establish a comprehensive understanding of your project before significant investments are made in product configuration, site design, engineering, manufacturing, or construction.

The services described below represent the standard scope of the Discovery engagement. Additional services requested by the Client may require a separate agreement or amendment.

Phase 1 - Project Vision & Programming

Every successful home begins with understanding the people who will live in it. During this phase, DVELE works collaboratively with the Client to define the project's objectives, priorities, and long-term vision. Discussions may include:

- Family composition and lifestyle needs
- Current and future space requirements
- Wellness, sustainability, and energy objectives
- Accessibility and aging-in-place considerations
- Home office and technology requirements
- Outdoor living preferences
- Vehicle storage and accessory structures
- Budget expectations
- Desired project schedule

The information gathered during this phase establishes the foundation for all subsequent recommendations.

Phase 2 - Property & Site Evaluation

The characteristics of the property significantly influence project feasibility, budget, schedule, and overall design. DVELE will review available property information provided by the Client, which may include:

- Property surveys
- Topographic surveys
- Geotechnical reports
- Utility information
- Zoning requirements
- Easements
- HOA & CC&R restrictions
- Existing site photographs
- Flood hazard information
- Wildfire hazard considerations

When available, DVELE will evaluate:

- Site access
- Transportation feasibility
- Crane access and module placement
- Utility availability
- Preliminary grading considerations
- Drainage constraints
- Building setbacks
- Orientation for views and solar exposure, Planning & Zoning, Land Use and Permitting Pathways Evaluation

Discovery is based upon information reasonably available at the time of evaluation. DVELE does not perform land surveying, geotechnical investigations, environmental studies, or code enforcement services as part of this Agreement unless specifically identified in writing.

Phase 3 - Product Evaluation

Based upon the Client's goals and project constraints, DVELE will evaluate appropriate product solutions. This evaluation may include:

- Recommended home configurations
- Floor plan alternatives
- Product configuration opportunities
- Preliminary module configuration
- Expandability considerations
- Structural considerations affecting modular construction
- Preliminary finish level recommendations
- Opportunities for future flexibility

Recommendations are intended to support informed decision-making and are subject to refinement during subsequent design phases.

Phase 4 - Budget & Financial Planning

One of the primary objectives of Discovery is to establish realistic financial expectations. DVELE will prepare an Opinion of Probable Cost based upon available information and reasonable assumptions. The budget evaluation may include:

- Estimated home cost
- Transportation allowances
- Crane and installation allowances
- Site work assumptions
- Utility connection assumptions
- General contractor coordination assumptions
- Soft cost considerations
- Owner contingency recommendations

The Opinion of Probable Cost is a planning tool only and shall not be interpreted as a guaranteed price or construction contract.

Phase 5 - Preliminary Project Schedule

DVELE will develop a preliminary milestone schedule identifying anticipated project sequencing. The schedule may include:

- Discovery completion
- Product Development
- Engineering
- Permitting
- Manufacturing
- Site preparation
- Transportation
- Module installation
- Project completion

The schedule is intended for planning purposes and may change based upon permitting agencies, utility providers, financing, weather, owner decisions, and other factors beyond DVELE's control.

Discovery Deliverables

Upon completion of the Discovery process, DVELE anticipates providing the following deliverables, as appropriate for the project:

- **Executive Project Summary:** A comprehensive overview documenting project objectives, assumptions, opportunities, constraints, and recommended next steps.
- **Project Programming Report:** A summary of the Client's functional requirements, lifestyle objectives, and project priorities to guide future design efforts.
- **Site Feasibility Assessment:** A preliminary evaluation of site conditions based on information provided by the Client, including transportation access, utility considerations, setbacks, grading considerations, and other factors affecting project feasibility.
- **Product Recommendation Report:** Identification of one or more DVELE product configurations considered appropriate for the proposed project, together with discussion of configuration opportunities.
- **Conceptual Site Planning:** A conceptual illustration showing preliminary building orientation and module placement for planning discussions. Conceptual site plans are not surveys, engineered site plans, or permit documents.
- **Opinion of Probable Cost:** A planning-level budget based upon the information available during Discovery. This opinion is intended solely for project planning and budgeting and shall not be relied upon as a fixed-price proposal.
- **Preliminary Milestone Schedule:** A planning schedule identifying anticipated project milestones and critical decision points.
- **Risk & Opportunity Assessment:** A summary identifying known project risks, potential constraints, opportunities for value optimization, and recommended actions to reduce uncertainty during future project phases.
- **Discovery Presentation:** At the conclusion of the engagement, DVELE will conduct a Discovery Review Meeting with the Client to present findings, answer questions, discuss recommendations, and outline the recommended path forward.

Client Responsibilities

The success of the Discovery process depends upon active participation by the Client. The Client agrees to:

- Provide complete and accurate information regarding the proposed project.
- Identify primary decision-makers.
- Participate in scheduled meetings.
- Respond to requests for information in a timely manner.
- Provide available surveys, reports, and property documentation.
- Notify DVELE of changes affecting scope, budget, schedule, or property ownership.
- Review Discovery deliverables promptly and communicate questions or requested clarifications.

Failure to provide requested information or timely decisions may impact project schedule and the quality of recommendations.

DVELE Responsibilities

Throughout the Discovery engagement, DVELE agrees to:

- Perform services using commercially reasonable professional care.
- Assign appropriately qualified personnel.
- Maintain regular communication regarding project progress.
- Protect confidential information consistent with this Agreement.
- Provide objective recommendations based upon available information.
- Prepare the agreed Discovery deliverables.
- Identify known project risks and opportunities.
- Conduct a Discovery Review Meeting at the conclusion of the engagement.

While DVELE strives to provide accurate planning information, recommendations are based upon information available during Discovery and may evolve as additional information becomes available during design and engineering.

Professional Services Fee

PROFESSIONAL SERVICES FEE

\$5,000.00 NON-REFUNDABLE

Due upon execution of this Agreement. Work commences only after payment is received.

The Discovery Fee compensates DVELE for professional consulting services, planning, analysis, coordination, and preparation of Discovery deliverables. Because resources are committed immediately upon commencement of work, the fee is earned as services begin and is therefore non-refundable. Work will not commence until payment has been received.

At DVELE's sole discretion, all or a portion of the Discovery Fee may be credited toward a subsequent Design Agreement. Any such credit is voluntary and does not create an obligation for either party to proceed with additional services. The complete, legally binding fee terms are set forth in Section 3 of the Professional Services Agreement below.

Discovery Preparation Checklist

Before Discovery begins, we ask that you gather the following, if available. This helps you arrive prepared for a productive Discovery process:

- Property survey
- Topographic survey
- Geotechnical report
- Utility information
- HOA & CC&R's requirements
- Property photographs
- Inspiration images or mood boards
- Desired room list
- Preliminary budget range
- Financing status
- Land Control
- Desired occupancy date

Part III - Professional Services Agreement

This Modular Needs, Options & Feasibility Agreement (the **“Agreement”**) is entered into as of the date of execution set forth on the signature page by and between **Dvele AZ LLC.**, together with its affiliates (**“DVELE”**), and the client identified on the signature page (the **“Client”**). DVELE and the Client are each a **“Party”** and together the **“Parties.”**

1. Definitions

- **“Agreement”** means this Modular Needs, Options & Feasibility Agreement, including all parts, exhibits, and any executed amendments.
- **“Services”** means the Discovery consulting services described in Part II of this Agreement.
- **“Deliverables”** means the reports, summaries, opinions, conceptual plans, schedules, and other work product prepared by DVELE and provided to the Client under this Agreement.
- **“Project”** means the Client's proposed modular building and related improvements at the project site identified by the Client.
- **“Project Information”** means the site, financial, and background information the Client provides to DVELE for use in performing the Services.
- **“Confidential Information”** means the information described in Section 7.
- **“DVELE Intellectual Property”** means the proprietary materials and methods described in Section 8.
- **“Opinion of Probable Cost”** means DVELE's planning-level, non-binding estimate of anticipated project costs, prepared as described in Part II.

2. Engagement and Scope

The Client engages DVELE, and DVELE agrees, to perform the Discovery Services described in Part II of this Agreement. The scope of this Agreement is limited to those Services. Any service not expressly described in Part II is outside the scope of this Agreement and, if requested, will require a separate written agreement or amendment. This Agreement is a professional consulting engagement only and is not a commitment by either Party to design, engineer, manufacture, sell, purchase, or construct a home or any improvement.

3. Professional Services Fee; Non-Refundable

The Client shall pay DVELE a non-refundable Professional Services Fee of **Five Thousand Dollars (\$5,000)** (the "Discovery Fee") upon execution of this Agreement. DVELE will not commence the Services until the Discovery Fee has been received in full.

The Discovery Fee is fully earned by DVELE upon commencement of the Services and compensates DVELE for professional consultation, project evaluation, feasibility analysis, site review, preliminary planning, budgeting, scheduling, product selection, coordination, and preparation of the Deliverables. Because DVELE commits professional resources and begins work immediately upon commencement, the Discovery Fee is NON-REFUNDABLE and will not be refunded in whole or in part, regardless of whether:

- the Client elects not to proceed with the Project;
- the Project is determined to be infeasible;
- financing cannot be obtained;
- permits or approvals cannot be secured;
- the site is determined to be unsuitable; or
- the Parties do not enter into any future design, engineering, manufacturing, or construction agreement.

If the Client proceeds into a Sales Agreement with DVELE within ninety (90) days after delivery of the final Discovery Deliverables, DVELE may, in its sole discretion, credit all or a portion of the Discovery Fee toward that Design Agreement. Any such credit is voluntary, is not a refund, and does not obligate either Party to enter into any future agreement.

If the Client signs this Agreement at a location other than DVELE's permanent place of business and applicable federal or state law grants the Client a right to cancel this Agreement (including any three-business-day "cooling-off" right under the FTC Cooling-Off Rule or a state home-solicitation statute), the Client may cancel within the statutory period and DVELE will refund the Discovery Fee in full within the time required by law. The non-refundability provisions of this Section 3 apply only after any such statutory cancellation period has expired.

4. Service Area and Multi-Jurisdiction Matters

DVELE provides Services to clients throughout the western United States, including projects located in Arizona, California, Colorado, Idaho, Nevada, New Mexico, and Utah and other locations generally within DVELE's regional service area. Because the Project may be located in any of these jurisdictions, the Client acknowledges that zoning ordinances, building codes, permitting procedures, utility requirements, transportation regulations, and other legal requirements vary by jurisdiction and are subject to change. As part of the Services, DVELE will conduct a preliminary review of the regulatory requirements applicable to the Project's specific site. Such review is preliminary and informational only; it does not constitute a legal determination, a code compliance certification, or a guarantee that any permit or approval will be granted by any governmental authority having jurisdiction over the Project. Regardless of the Project's location, this Agreement is governed as set forth in Section 14.

5. Client Responsibilities and Information

The Client shall provide DVELE with complete and accurate Project Information, including available surveys, reports, and property documentation, and shall reasonably cooperate with DVELE, identify decision-makers, attend scheduled meetings, and respond to requests for information in a timely manner. DVELE is entitled to rely upon the accuracy and completeness of information furnished by the Client and its consultants without independent verification. DVELE is not responsible for delays, errors, or omissions in the Deliverables to the extent caused by inaccurate, incomplete, or untimely information provided by or on behalf of the Client. DVELE's collection, use, and retention of personal information provided by the Client are described in DVELE's privacy notice, available on DVELE's website or upon request.

6. Preliminary Nature of Deliverables; No Reliance

The Deliverables, including any Opinion of Probable Cost, preliminary schedule, conceptual site plan, floor plan concept, feasibility opinion, or product recommendation, are preliminary planning tools prepared for the limited purpose of assisting the Client in evaluating the Project. They are based upon information available to DVELE during the Discovery engagement and upon reasonable assumptions, and they are subject to change as additional information becomes available during design, engineering, and permitting. The Deliverables are not guarantees, warranties, fixed prices, engineered documents, or permit documents, and shall not be relied upon as such. DVELE does not guarantee that any estimated cost, schedule, or outcome will be achieved. To the maximum extent permitted by applicable law, DVELE disclaims all implied warranties with respect to the Services and the Deliverables, including any implied warranties of merchantability, fitness for a particular purpose, and workmanlike performance. The Client is responsible for its own investment, financing, and business decisions.

7. Confidentiality

“Confidential Information” means any non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this Agreement, whether disclosed orally, in writing, electronically, or by inspection, and whether or not marked as confidential, including but not limited to project information, site and property information, financial information, budgets and pricing, proprietary product designs and specifications, manufacturing methods and processes, estimating and cost models, business plans, strategies, methodologies, and the terms of this Agreement.

The Receiving Party shall (a) use the Confidential Information solely to perform its obligations or evaluate the Project under this Agreement, (b) protect it using at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care, and (c) not disclose it to any third party except as permitted below.

Exclusions. Confidential Information does not include information that:

- is or becomes publicly available through no fault of the Receiving Party;
- was rightfully known to the Receiving Party without a duty of confidentiality before disclosure;
- is rightfully received from a third party without a duty of confidentiality;
- is independently developed by the Receiving Party without use of or reference to the Confidential Information; or

- is required to be disclosed by law, regulation, subpoena, or court order, provided that the Receiving Party gives prompt notice (where legally permitted) and reasonably cooperates in seeking protective treatment.

Permitted Disclosures. The Receiving Party may disclose Confidential Information to its attorneys, accountants, lenders, insurers, consultants, employees, and affiliates who have a need to know for purposes of the Project and who are bound by confidentiality obligations at least as protective as those in this Section. The Receiving Party remains responsible for any breach by such recipients.

Each Party's confidentiality obligations survive completion or termination of this Agreement for a period of three (3) years, except that trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Upon written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information, subject to retention required by law or reasonable archival and backup practices.

8. Intellectual Property and Ownership of Work Product

As between the Parties, DVELE exclusively owns all right, title, and interest in and to its pre-existing and independently developed intellectual property and all materials and methods it uses or develops in performing the Services, including product designs and configurations, standard details and detail libraries, processes and manufacturing methods, estimating and cost-modeling systems, pricing models, templates, and know-how (collectively, the "DVELE Intellectual Property"). The Deliverables, and all concepts, drawings, and reports prepared by DVELE, are instruments of DVELE's professional service and remain the property of DVELE.

Upon full payment of the Discovery Fee, DVELE grants the Client a limited, non-exclusive, non-transferable license to use the Deliverables solely for the Client's evaluation and planning of the Project. The Client shall not reproduce, distribute, or use the Deliverables or any DVELE Intellectual Property for any other project, for construction, or by any third party, without DVELE's prior written consent. The Client retains ownership of its own Project Information, surveys, and property information that it provides to DVELE.

9. No Obligation to Proceed; Future Services

Neither Party is obligated by this Agreement to enter into any further agreement. If, after completion of the Discovery engagement, the Client elects to proceed, the Parties may negotiate and enter into separate written agreements for design, engineering, manufacturing, transportation, installation, and general contracting. No such future agreement exists unless and until it is reduced to writing and signed by both Parties, and this Agreement does not constitute a letter of intent, option, or commitment with respect to any such future agreement.

10. Exclusions - What This Agreement Does Not Include

For the avoidance of doubt, the Services and this Agreement do not include, and DVELE is not providing under this Agreement, any of the following:

- Architectural drawings
- Structural, civil, or foundation engineering
- Permit drawings or building permits
- Construction documents or manufacturing drawings
- A fixed-price proposal or guaranteed price
- Land surveying, geotechnical investigation, or environmental studies
- Design, engineering, manufacturing, or construction services
- A construction contract or agreement to sell or purchase a home

11. Limitation of Liability

To the maximum extent permitted by law, DVELE's total aggregate liability arising out of or relating to this Agreement, the Services, or the Deliverables, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of the Discovery Fee actually paid by the Client to DVELE under this Agreement. In no event shall either Party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost opportunity, or loss of use, even if advised of the possibility of such damages. The limitations in this Section reflect the allocation of risk between the Parties and are a material basis of the bargain; they apply notwithstanding the failure of any limited remedy of its essential purpose. Nothing in this Section limits liability that cannot be limited under applicable law.

12. Term and Termination

This Agreement begins on the date of execution and continues until DVELE completes the Services and delivers the Deliverables, unless earlier terminated. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) days after written notice. The Client may terminate for convenience upon written notice; however, because the Discovery Fee is fully earned upon commencement of the Services, no portion of the Discovery Fee is refundable upon termination. Sections 3, 6, 7, 8, 9, 11, 13, 14, and 15, and any other provisions that by their nature should survive, will survive termination or completion of this Agreement.

13. Dispute Resolution

The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement through the following escalating process before initiating binding proceedings:

- **Informal negotiation.** The Parties will first attempt to resolve the dispute through direct discussions between the individuals responsible for the engagement.
- **Executive review.** If unresolved within fifteen (15) days, the dispute will be escalated to a senior executive of each Party for good-faith resolution.
- **Mediation.** If still unresolved, the Parties will submit the dispute to non-binding mediation before a mutually agreed mediator, with the Parties sharing the mediator's fees equally.
- **Binding arbitration.** Any dispute not resolved through mediation will be finally resolved by binding arbitration administered by a recognized arbitration provider under its applicable commercial rules, before a single arbitrator, seated in Maricopa County, Arizona, except that if the Client is an individual entering this Agreement primarily for personal, family, or household purposes, the arbitration will be seated in the county where the Client resides or where the Project is located, at the Client's election, and conducted under the provider's consumer arbitration rules. Either Party may instead pursue an individual claim within the jurisdiction of a small claims court. Judgment on the award may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its Confidential Information or intellectual property. Each Party will bear its own costs and attorneys' fees unless the arbitrator or applicable law provides otherwise.

14. Governing Law and Venue

This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles, regardless of the location of the Project. Subject to Section 13, the exclusive venue for any judicial proceeding permitted under this Agreement shall be the state and federal courts located in Maricopa County, Arizona, and each Party consents to personal jurisdiction there. Nothing in this Agreement is intended to deprive the Client of the protection of any consumer protection law of the state where the Client resides or where the Project is located, to the extent that law cannot be waived by contract.

15. General Provisions

Entire Agreement. This Agreement is the entire agreement between the Parties regarding the Discovery engagement and supersedes all prior or contemporaneous proposals, letters of intent, and understandings, whether written or oral, on that subject.

Amendments. This Agreement may be amended only by a writing signed by both Parties.

Assignment. The Client may not assign this Agreement without DVELE's prior written consent. DVELE may use qualified subconsultants to perform portions of the Services.

No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only and creates no rights in any third party.

Severability. If any provision is held unenforceable, the remaining provisions will remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

Waiver. No waiver of any provision is effective unless in writing, and no waiver constitutes a continuing waiver.

Notices. Notices under this Agreement must be in writing and delivered to the addresses or email addresses the Parties designate, and are effective upon receipt.

Force Majeure. Neither Party is liable for delay or failure to perform (other than the Client's payment obligations) caused by events beyond its reasonable control.

Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and together constitute one agreement.

Independent Contractor. DVELE performs the Services as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

Acceptance

By signing below, each Party acknowledges that it has read, understands, and agrees to be bound by this Agreement, including the non-refundable Professional Services Fee described in Section 3, and each signatory represents that he or she is authorized to execute this Agreement on behalf of the respective Party.

CLIENT

Agreed to by

On Date

DVELE: Dvele AZ LLC

Authorized Signature

Andrew Bishop

Title

Date