

## **CONSULTING AGREEMENT**

This Consulting Agreement (the “Agreement”) is entered into and effective the 11<sup>th</sup> day of July, 2024 (the “Effective Date”) by and between GATC Health Corp, a Wyoming corporation (the “Company”) and Mr. Roe Holdings, LLC (the “Consultant”). Each of the Company and the Consultant are also referred to as a “Party,” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Company is engaged in the business of genetic testing and analysis, artificial intelligence applied thereto, wellness recommendations and artificial intelligence-assisted drug discovery (the “Business”)

WHEREAS, the Consultant has expertise in business development, and is willing to provide consulting services to the Company from time to time, as requested, with respect to issues relevant to the development and operation of the Business; and

WHEREAS, Consultant desires to render such services pursuant to the terms of this Agreement.

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

Section 1. Consulting Services. Upon the terms and conditions which are hereinafter set forth, the Company hereby retains the Consultant to provide advice as to business development matters as requested from time to time within Consultant’s area of expertise. The Consultant shall not be required to devote any minimum number of weeks, days, or hours to the affairs of the Company during the term of this Agreement; provided, however that the Consultant devotes such time, attention and energies to the business of the Company, as the Company reasonably determines. Consultant shall at all-time faithfully, industriously and to the best of Consultant’s abilities, experience and talents, provide Services that may be required pursuant to the express and implied terms and provisions of this Agreement.

Section 2. Term of Agreement. The Services will commence as of the date first written above, and will continue for a term of 12 months from the date hereof, and hereafter it shall continue on a month-to-month basis until either party gives the other party notice to cancel the Agreement. Upon expiration of the Term, Consultant shall promptly return to the Company all material that is owned by the Company under Section 5 below. The expiration of this Agreement shall not relieve Consultant of its obligations regarding Confidential Information under Section 9 below.

Section 3. Compensation. In consideration for Consultant’s services hereunder, Company agrees to issue Consultant 122,000 shares of its Common Stock. All costs incurred by Consultant in connection with the performance of her duties to the Company shall be borne solely by Consultant.

Section 4. Self Employment Income. This Agreement shall not constitute an employer-employee relationship. It is the intention of each party that Consultant shall be an independent contractor and not an employee of Company. In that regard, and in accordance with California Labor Code Section 2750.3, it is understood and acknowledged that while the Company is engaged in developing and commercially exploiting technology related to the human genome, the Consultant is in a different business of providing research services to companies, and that the time and place of the performance of her duties under this Agreement shall be under the discretion of Consultant. All compensation paid to Consultant hereunder shall constitute earnings to Consultant from self-employment income. Company shall not withhold any amounts therefrom as federal or state income tax withholding from wages or as employee contributions under the Federal Insurance Contributions Act (Social Security) or any similar federal or state law applicable to employers and employees.

Section 5. Rights in Works. Consultant agrees that the Company shall be the owner of all material that is used by Consultant or developed for or by the Company in connection with the performance of any Services by Consultant. Consultant hereby assigns and agrees to assign in the future (when any such Inventions, as defined below, or Proprietary Rights, as defined below, are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all of Consultant's right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Consultant in performance or in connection with the Services, either alone or jointly with others, during the Term. As used herein, "Inventions" shall mean any trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, knowhow, improvements, discoveries, developments, designs and techniques; and "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

Section 6. Non-Exclusive Services. The Company acknowledges that the Consultant may be currently providing services of the same or similar nature to other parties and the Company agrees that the Consultant is not prevented or barred from rendering services of the same or similar nature to any other individual or entity. The Consultant understands and agrees that the Company shall not be prevented or barred from retaining other persons or entities to provide services of the same or similar nature as those provided by the Consultant. The Consultant will take reasonable steps to determine and advise the Company of its position with respect to any activity, employment, business arrangement or potential conflict of interest which may be relevant to this Agreement, but Consultant shall not be obligated to conduct an exhaustive review of her activities or those of her clients to determine whether or not such a conflict exists.

Section 7. Representations, Warrants and Covenants of the Consultant. The Consultant represents, warrants and covenants to the Company as follows:

- (a) The Consultant has the full authority, right, power and legal capacity to enter into this Agreement and to consummate the transactions which are provided for herein.
- (b) The business and operations of the Consultant have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of all authorities which affect the Consultant or its properties, assets, businesses or prospects. The performance of this Agreement shall not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any property of the Consultant or cause acceleration under any arrangement, agreement or other instrument to which the Consultant is a party or by which any of its assets are bound. The Consultant has performed in all respects all of her obligations which are, as of the date of this Agreement, required to be performed by him pursuant to the terms of any such agreement, contract or commitment.
- (c) The execution, delivery and performance of this Agreement: (i) does not violate any agreement or undertaking to which the Consultant is a party or by which the Consultant may be bound and (ii) shall not result in the imposition of any restrictions or obligations upon the Consultant other than the restrictions and obligations imposed by this Agreement.
- (d) The execution and delivery by the Consultant of this Agreement and the performance by the Consultant of her obligations hereunder will not violate any provision of law, any order of any court or other agency of government and will not result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any provision of any agreement or other instrument to which the Consultant, or any of her properties or assets, is bound.
- (e) The Consultant has not entered into and is not subject to any agreement, including, but not limited, to any employment, non-compete, confidentiality or work product agreement which would (i) prohibit the execution of this Agreement, (ii) prohibit her engagement as a Consultant by the Company, or (iii) affect any of the provisions of, or her obligations pursuant to this Agreement.
- (f) If, during the Term, any event occurs or any event known to the Consultant relating to or affecting the Consultant shall occur as a result of which (i) any provision of this Section 7 of this Agreement at that time shall include an untrue statement of a fact, or (ii) this Section 7 of this Agreement shall omit to state any fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading, the Consultant will immediately notify the Company.
- (g) It shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty that the Company knew or had reason to know that any representation, warranty or covenant in this Agreement or

to be furnished to the Company contained untrue statements.

- (h) No representation or warranty of the Consultant which is contained in this Agreement, or in a writing furnished or to be furnished pursuant to this Agreement, contains or shall contain any untrue statement of a material fact, omits or shall omit to state any material fact which is required to make the statements which are contained herein or therein, in light of the circumstances pursuant to which they were made, not misleading.
- (i) All representations, warranties and covenants made in or in connection with this Agreement shall continue in full force and effect during and after the Term of this Agreement, it being agreed and understood that each of such representations, warranties and covenants is of the essence of this Agreement and the same shall be binding upon the Consultant and inure to the Consultant, her successors and assigns.

Section 8. Representations, Warrants and Covenants of the Company. The Company represents, warrants and covenants to the Consultant as follows:

- (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Wyoming with all requisite power and authority to carry on its business as presently conducted in all jurisdictions where presently conducted, to enter into this Agreement and to the transactions which are contemplated herein.
- (b) The Company has the full authority, right, power and legal capacity to enter into this Agreement and to consummate the transactions which are provided for herein. The execution of this Agreement by the Company and its delivery to the Consultant, and the consummation by it of the transactions which are contemplated herein have been duly approved and authorized by all necessary action by the Company's Board of Directors and no further authorization shall be necessary on the part of the Company for the performance and consummation by the Company of the transactions which are contemplated by this Agreement.
- (c) The business and operations of the Company have been and are being conducted in all material respects in accordance with all applicable laws, rules and regulations of all authorities which affect the Company or its properties, assets, businesses or prospects. The performance of this Agreement shall not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any property of the
- (d) Company or cause acceleration under any arrangement, agreement or other instrument to which the Company is a party or by which any of its assets are bound. The Company has performed in all respects all of its obligations which are, as of the date of this Agreement, required to be performed by it pursuant to the terms of

any such agreement, contract or commitment.

- (e) The execution, delivery and performance of this Agreement: (i) does not violate any agreement or undertaking to which the Company is a party or by which the Company may be bound and (ii) shall not result in the imposition of any restrictions or obligations upon the Company other than the restrictions and obligations imposed by this Agreement.
- (f) It shall not be a defense to a suit for damages for any misrepresentation or breach of covenant or warranty that the Consultant knew or had reason to know that any representation, warranty or covenant in this Agreement or furnished or to be furnished to the Consultant contained untrue statements.
- (g) No representation or warranty of the Company which is contained in this Agreement, or in a writing furnished or to be furnished pursuant to this Agreement, contains or shall contain any untrue statement of a material fact, omits or shall omit to state any material fact which is required to make the statements which are contained herein or therein, in light of the circumstances pursuant to which they were made, not misleading.
- (h) All representations, warranties and covenants made in or in connection with this Agreement shall continue in full force and effect during and after the Term of this Agreement, it being agreed and understood that each of such representations, warranties and covenants is of the essence of this Agreement and the same shall be binding upon the Company and inure to the Consultant, her successors and assigns.

Section 9. Confidential Information. Consultant acknowledges that, during the Term, Consultant may acquire Confidential Information (as defined below) belong to, or relating to the affairs of, the Company, which it could not reasonably obtain but for its relationship with the Company. Accordingly, at all times after the date hereof, Consultant agrees (i) not to use, either directly or indirectly, any of the Confidential Information for any purpose whatsoever, or (ii) disseminate or disclose any of the Confidential Information to any person or entity other than the officers or directors of the Company, in both cases, except and only to the extent necessary to perform any Services under this Agreement. Consultant agrees to secure and protect the Company's Confidential Information in a manner which is reasonably necessary to maintain the Company's confidential and proprietary rights in such information. For purposes of this Agreement, "Confidential Information" means all information related to the Company, which is not generally known by persons other than the officers and directors of the Company, and which is proprietary to the Company or the disclosure of which would be detrimental to the Company, including, without limitation, (i) work product resulting from or relating to the Services to be performed by Consultant, (ii) the Company's internal personnel, financial and marketing information, (iii) the Company's strategic, operational, marketing, advertising and other business plans and forecasts, and (iv) confidential information provided by or regarding the Company's



employees or other agents. "Confidential Information" shall not include information which is or becomes known to the public generally through no act or failure to act on the part of Consultant.

Section 10. Arbitration and Legal Proceedings. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Orange County in the state of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis by JAMS. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in business law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. If Consultant is not willing to submit all disputes to binding arbitration, she may decline this provision by striking this paragraph out at the time of execution. If any legal action is brought for the enforcement, rescission, or interpretation of this Agreement because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

#### Section 11. Other Provisions.

- (a) Notices. All legal notices, consents or other communications shall be in writing, and shall be delivered personally or by messenger, or mailed by registered or certified mail, return receipt requested, postage prepaid, or via telecopy, in all cases addressed to the party for whom intended at its address set forth below:

If to the Company: 2030 Main Street, Suite 660, Irvine,  
CA 92614

If to Consultant: 30 N. Gould Street, Suite R, Sheridan WY  
82801

or at such other address as a party has designated by notice in writing to the other party given in the manner provided by this Section 9(a). Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received (i) if sent by hand, overnight courier or telegram, the date when left at the address of the recipient; (ii) if sent by registered or certified mail, the date of the return receipt.

- (b) Successors and Assigns; Assignment. All covenants, promises and agreements by or on behalf of the parties contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties; but nothing in this Agreement, express or implied, is intended to confer on any party the right to assign its rights or obligations hereunder.

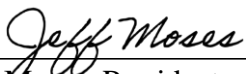
Consultant may not assign its rights hereunder to any person or entity without the prior written consent of the Company. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

- (c) Amendments, Supplements, Waivers. No amendment, supplement, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties in the case of an amendment or supplement and by the waiving party in the case of a waiver.
- (d) Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, as if executed and to be performed wholly within the State of California and excluding any choice of law rules that may dictate the application of the laws of another state.
- (e) Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto with regard to the subject matter hereof and thereof and supersedes and replaces all prior or contemporaneous agreements, understandings and representations, oral or written, with regard to such matters.
- (f) Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (g) Headings; Terms. Headings in this Agreement are for reference purposes and shall not by themselves determine the interpretation of the Agreement. Terms used with initial capital letters will have the meanings specified herein, applicable to both singular and plural forms, for all purposes of this Agreement. The word “include” and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense.
- (h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Preparation of this

Agreement has been a joint effort of both the parties and the resulting documents shall not be construed more severely against one of the parties hereto than against the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**GATC HEALTH CORP**

  
\_\_\_\_\_  
Jeff Moses, President

**MR. ROE HOLDINGS, LLC**

  
\_\_\_\_\_  
Matt Miller, Manager



**MR. ROE**  
HOLDINGS LLC

  
**GATC Health**