



TERMS OF SERVICE AGREEMENT

Clarifying Complex Ideas, LLC, located at 13835 N Tatum Blvd, Suite 9-132 Phoenix, Arizona 85032 USA (“CCI”) enters into this Independent Contractor Agreement with the undersigned (“CLIENT”), who is identified with more particularity at the end of this Agreement as well as in the Statement of Work, which is attached to this Agreement and incorporated herein by reference.

1. CLIENT PROJECT, SERVICES, SCOPE, AND FEES.

CCI shall provide Services per the Statement of Work attached to this Agreement. Services shall commence on the date of execution of this Agreement. Changes to the Statement of Work or this Agreement must be agreed to in writing. Services shall be delivered based on the estimate provided in the Statement of Work.

2. PROJECT RESPONSIBILITIES

a. CLIENT agrees to undertake those tasks identified in the Statement of Work in conjunction with the services to be performed by CCI. CCI shall exercise the highest degree of professional skill in providing such services. CCI shall at the request of CLIENT undertake edits and revisions of the FIRST DRAFT up to a maximum number of REVISION HOURS stated in the Statement of Work.

b. CLIENT shall respond to CCI’s requests for input or content in a timely manner. Should CLIENT fail to respond to said requests within a reasonable amount of time, CCI reserves the right to move back any deadlines in the Schedule of Work at CCI’s discretion. Should CLIENT demand delivery of the work product prior to CCI’s new deadline, CLIENT shall be subject to a “Rush Charge” of an additional \$____/ hour.

c. CLIENT may request CCI to perform services outside the scope of the Statement of Work in which case CCI shall bill CLIENT \$____ per hour of services rendered as “Additional Services”.

3. CCI FEES

a. CCI will bill client at an hourly rate as per the Statement of Work for all time spent executing the SERVICES necessary to complete the PROJECT.

4. INVOICES. CCI will submit invoices to CLIENT as specified in the Statement of Work, CLIENT shall pay CCI no later than thirty (30) calendar days following the submission of CCI’s invoices. Other than CCI providing the services stated in the Statement of Work and the submission of accurate invoices reflecting those services, there are no other pre-conditions for payment to CCI.

5. EXPENSES

CCI shall be responsible for all expenses relating to CCI’s work except for those expenses CLIENT agrees in advance, in writing in the Statement of Work, to reimburse, and as to such reimbursable expenses in the Statement of Work. CCI shall itemize said expenses on invoices with documentation.

6. INDEPENDENT CONTRACTOR STATUS

a. CCI is an independent contractor as defined by Internal Revenue Code and not an employee, agent, joint venture, or partner of CLIENT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CCI and CLIENT. CCI is not an employee of CLIENT for any purpose, including, but not limited to, state or federal income tax and employment taxes and workmen’s compensation insurance.

7. INDEMNIFICATION OF LIABILITY

CLIENT shall indemnify and hold CCI harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, including all claims relating to the injury or death of any person or damage to any property which arise with respect to work for CLIENT which is not in whole or in part the result of CLIENT’s action and/or performance under this agreement.

8. ASSIGNMENT

Neither CLIENT nor CCI may assign this agreement without the written consent of the other.

9. TERMINATION OF AGREEMENT

a. Should CCI or CLIENT default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting party may terminate this Agreement by giving written notice to the other. This Agreement may be terminated prior to its expiration with 14 days notice at which time CCI shall bill CLIENT for all work rendered. Should CLIENT terminate Agreement prematurely without cause CLIENT shall be subject to an early termination penalty of [REDACTED].

10. INTELLECTUAL PROPERTY

a. After CLIENT has paid CCI in full, CLIENT shall own all work product delivered to CLIENT which resulted from Services of CCI hereunder. CLIENT will have the right to obtain and hold copyrights and similar protection which may be available for such work product. CCI agrees to give CLIENT such assistance, at CLIENT's expense, as may be reasonably required to perfect such rights.

b. CLIENT warrants that the use of all materials provided to CCI by CLIENT will not violate intellectual property rights, and CCI has no responsibility to undertake any investigation of material provided by CLIENT to assure that there is no conflicting intellectual property rights, unless CCI has specifically agreed to undertake such an investigation as set out in Section Three of the Statement of Work.

11. DISCLOSURE OF INFORMATION

a. Any confidential information delivered or disclosed by CLIENT or others acting on its behalf to CCI incidental to or in connection with performance of or included in this Agreement shall be and remain the property of CLIENT and shall be used only to the extent necessary for performance of this Agreement and may be duplicated for or disclosed to only those persons within CCI's organization having a need to know for purposes of performance pursuant to this Agreement.

b. CCI may identify CLIENT in CCI's marketing material, including a brief description and screenshot of the project. CCI may also use samples of work in CCI's marketing materials unless prior to the termination of this Agreement CLIENT provides CCI with written notice that CCI may not utilize the Work Product in this manner.

12. LIABILITY AND WARRANTIES

a. CCI does not provide expressed or implied warranties for their services provided herein, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CCI shall, under no circumstances, be liable for general or consequential damages, for any claim in contract or tort relating to this agreement. CCI's liability if any, to CLIENT for all claims arising under this Agreement, regardless of theory of recovery, shall not exceed for any PROJECT the amounts actually paid by CLIENT to CCI for services pursuant to this agreement and the particular Contract Attachment for the work on which the liability is based.

13. DEFAULT, JURISDICTION, and DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. If CLIENT fails to pay when due, in addition to CCI's other rights under this Agreement, CCI shall be entitled to a late fee of 10% of the amount owed, and 10% interest per annum on unpaid sums at the legal rate. Any dispute under this Agreement whose value does not exceed \$7500 must be resolved in the small claims court of Alameda County, California. In the event CCI initiates a legal action to collect unpaid fees, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. Should a claim exceed \$7500 both parties shall submit the claim first to mediation, then to arbitration in English with the Judicial Arbitration and Mediation Services (JAMS) subject to JAMS's streamlined commercial rules within Alameda County, California. Legal fees as well as arbitration and mediation fees shall be allocated by JAMS based on the comparative fault of the parties.

14. NOTICES

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will



be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

15. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

16. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SIGNATURE PAGE TO FOLLOW



SIGNATURE PAGE
Executed in Phoenix, Arizona.

CLIENT Company Name:

By (Print Name and Title): _____

Signature: _____

Date: _____

CCI

Alisa Bonsignore of Clarifying Complex Ideas, LLC

Signature: _____

Date: _____

Please sign and return a signed copy of this agreement to via email at alisa@clarifyingcomplexideas.com or by mail at 13835 N Tatum Blvd, Suite 9-132, Phoenix, AZ, 85032.