



Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") is between

_____ ("Client"),

who/which is located at _____

and

Control Mouse Media, LLC ("Consultant"),
a Massachusetts corporation located at
55 Glendower Road, Boston, MA, 02131.

Client hereby engages Consultant to perform services ("Services") in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree more specifically as follows:

SECTION 1. Consulting Services.

1.1 Services Provided. Consultant agrees to provide to Client consulting services as described in Exhibit A attached hereto and as may be amended from time to time by mutual agreement (the "Services"). Consultant may provide Services to Client utilizing Consultant's employees, agents, contractors, and/or other subcontractors at Consultant's sole discretion as may be appropriate to complete the Services.

1.2 Method of Performing Services/Supervision. Consultant will generally determine the method, details, and means of performing the Services. Client shall not have the right to control the exact manner or determine the precise method of accomplishing the Services. However, Client shall have the right to require Consultant to observe Client's style guidelines, core values, or other written, applicable guidelines. Consultant shall perform the Services in a professional and workmanlike manner.

1.3 Place of Work. Consultant will perform the Services in accordance with the contract at a location of Consultant's discretion unless otherwise specified in this Agreement. The Services are expected to be performed primarily offsite from Client's premises.

1.4 Term of Agreement. This Agreement will become effective when signed by both parties, and will begin on that date. This Agreement will end **12 months** from that date.

SECTION 2. Fees.

2.1 Professional Fees. Client agrees to pay the listed fees for Services in advance of time spent.

2.2 Out-of-Pocket Fees. Out-of-pocket expenses (e.g. shipping or travel, if necessary and solely for the benefit of Client) are in addition to the above fee structure. All such amounts shall be pre-approved by Client.

2.3 Taxes. Client agrees that the responsibility for all sales, value added, or similar taxes of any nature are that of Client. Client will pay applicable taxes, if any, when invoiced by Consultant.

2.4 Payment Terms. Consultant shall submit invoice(s) according to the schedule and terms outlined under the Professional Fees section in Exhibit A (attached). All charges are due and payable at the time of service.

The provision of additional services beyond those specified in Exhibit A, if any, will be invoiced at the rates listed under Professional Fees in Exhibit A. Furthermore, any time spent on the project beyond the agreed hours will be invoiced at the rate of \$199 per hour (Client must approve in advance any additional hours spent).

SECTION 3. Limitation of Liability and Warranty Exclusion.

Consultant, affiliates of Consultant, and their directors, officers, employees, and agents make no warranty, express or implied, with respect to the services rendered by its personnel or the results obtained from their work, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. In no event shall Consultant be liable for consequential, incidental, special, or indirect damages, or for acts of negligence that are not intentional or reckless in nature, regardless of whether it has been advised of the possibility of such damages.

CLIENT ACKNOWLEDGES THAT CONSULTANT DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICES. ACCORDINGLY, CONSULTANT, ITS OFFICERS AND EMPLOYEES, AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNEES SHALL NOT, DIRECTLY OR INDIRECTLY, BE LIABLE, IN ANY WAY, TO CLIENT, TO ANY OF CLIENT'S CUSTOMERS, TO ANY PERSON OR ENTITY TO WHOM OR TO WHICH THE SERVICES SHALL BE PROVIDED.

Client and its subsidiaries and affiliates will defend, indemnify, and hold Consultant, and the subsidiaries and affiliates of Consultant, and their directors, officers, employees, and agents harmless from and against any and all liabilities, losses, damages, costs, and expenses (including legal fees and expenses) associated with any claim or action arising out of the deliverables from this engagement.

SECTION 4. General Provisions

4.1 Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean any information, which is disclosed orally, in writing, or by any other media, relating to the business, business and marketing plans, pricing, financial condition, suppliers, customers, technical, and research information including methods, designs, know-how, inventions, discoveries, software, and improvements of any kind and trade secrets or other information treated as being confidential, by Client. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which (i) Consultant can demonstrate that it knew of otherwise than by disclosure by the Client; (ii) becomes publicly known (other than as a result of any breach of this Agreement by Consultant or any party receiving the information through Consultant), (iii) any information lawfully provided to Consultant by sources other than Client or (iv) required to be released by Court Order.

In connection with performing its duties by this Agreement, Consultant will have access to Client Confidential Information that Client wishes Consultant to agree to keep confidential and refrain from using except in connection with performing the Services. Consultant shall not disclose Confidential Information of the Client to any third party without the prior consent of the Client. Consultant shall use any Confidential Information of the Client only in connection with Consultant performing its duties for the Client from time to time and shall discuss such information only with Client's employees or those subcontractors authorized by Client in connection therewith.

4.2 Termination. Either party may terminate this Agreement any time by giving 10 days written notice to the other party of the intent to terminate. Notwithstanding the foregoing, the provisions of Section 4.1 of this Agreement shall survive such termination for a minimum period of six months after date of termination. Upon termination, Client shall pay to Consultant all unpaid invoices.

4.3 Independent Contractor Status. Both Client and Consultant agree that Consultant will act as an independent contractor in the performance of its duties under the Agreement. Accordingly, Consultant shall be responsible for the payment of all taxes, including Federal, State, and local taxes arising out of Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security Tax, Unemployment insurance taxes, and any other taxes or business license fees as required.

4.4 Intellectual Property. Consultant agrees that all intellectual property created as a part of the Services under this Agreement shall be the property of Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below (the latter of the two dates).

CLIENT

CONSULTANT / Control Mouse Media, LLC

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Exhibit A: Services / Scope of Work

Consultant Assigned: Michael Boezi, Managing Director, Control Mouse Media, LLC.

Proposal / Scope of Work:

- Conduct focused strategy & training sessions with Client:
 - Specific training on elements of content strategy, as directed by Client
 - General business strategy and help with marketing plans

Project Requirements:

- Access to Wordpress and selected social accounts (if needed).
- It is understood that the focus of specific activities may change or evolve over the Term. Consultant may advise, but Client sets the priorities.
- All IP created under this Scope of Work, whether in draft or in final form, shall be property of Client.
- All services to be completed by Consultant Assigned.

Professional Fees:

- **Rate varies.** Can be used for strategy, training, or hands-on work, depending on Client needs.
 - \$199 for 1-hr session
 - \$379 for 2-hr session
 - \$549 for 3-hr session
- Client has option to add or insert additional ad hoc sessions in 1-, 2-, or 3-hour blocks, schedule permitting. Will be billed at current rate(s) under Section 2.4 through end of Term. As above, payment is due in advance of each session.
- Additional time can only be authorized in advance by Client under Section 2.4.