

## Kuware Consulting Services Agreement - Sample

### **KUWARE INC.**

205 WILD BASIN RD BLDG 3 STE 105  
AUSTIN, TX 78746, US  
1-512-364-0165

### **CONSULTING SERVICES AGREEMENT**

Thank you for choosing KUWARE, Inc. to advise and implement marketing services exclusively for your business. We are excited to work with you to grow your business.

THIS AGREEMENT (the "Agreement"), is entered into on this date **June 2, 2019** by and between **Kuware, Inc.** ("The Company") a Texas, USA corporation, with a mailing address of **205 Wild Basin Rd, Bldg 3, Ste 105, Austin TX 78746**, and;

**Company, Inc.**, (the "Client") whose address is: **Company Office Address, Austin, TX, 78701** (collectively, the "Parties").

The Client and The Company agree as follows:

#### **1. The Services.**

The services can be divided into two parts, the setup services, and the ongoing management services. Both types of services are detailed below:

A. As part of the setup services, the company will deliver:  
Discovery Analysis and Strategy Highlights (DASH™)

B. As part of the monthly ongoing management services, the company will:  
Crafting a marketing strategy and implementation management.

#### **2. Client Requirements.**

Client agrees to provide the following items:

A. Access to online assets and analytics.

B. Access to incoming lead tracking and conversion data/platform.

C. Availability of appropriate representative to collaborate and approve strategy and implementation.

D. After 30 days of no contact from Client to The Company, The company will assume Client is no longer in need of The Company's services, and The Company may terminate the Agreement; in this event, all unpaid fees will be due and collectable at the time of termination.

#### **3. Compensation and Payment.**

A. Set up Fee: For the Services described in Section 1A, Client will pay **US\$XXXXX** in setup fees. Set up, as outlined in Section 1A, can take varying lengths of time, but will usually take around 30 days.

B. Ongoing Management: For the Services described in Section 1B, Client will pay to The Company **US\$XXXXX** per month for ongoing management. This fee will be due every 30 days and payable in advance. Automatically deducted from your payment method on file each month if so set up.

C. The following provision applies to the authorization of repeated credit or debit card authorizations, only:

Right to cancel: The Client has the right to cancel this contract until midnight of the third (3rd) business day after it is signed and executed. The client may cancel this agreement by mailing a written notice to The Company before midnight of the third business day. Notice of cancellation sent after this deadline may be deemed invalid at the sole discretion of The Company.

#### **4. Term.**

This Agreement will commence on the effective date first set forth above and will continue till terminated.

#### **5. Termination.**

In the event that the Client desires to terminate the Services hereunder, the Client must submit a written request to The Company at least thirty (30) days prior to the desired date of termination. Written requests to terminate may be made by mail or e-mail. If Client chooses to terminate this agreement in writing, all monies owed to The Company will be due immediately and will be automatically charged to the Client's payment method on file.

#### **6. Proprietary Information and Use of Materials.**

A. Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information"). Such Proprietary Information includes, without limitation, information regarding marketing, sales programs, sales volume, sales conversion rates, sales methods and processes, sales proposals, products, services, vendors, customer lists, training manuals, sales scripts, telemarketing scripts, names of investors, and customer information, operating procedures, pricing policies, strategic plans, intellectual property, information about a Party's employees and other confidential or Proprietary Information belonging to or related to a Party's affairs. The Receiving Party acknowledges and agrees that in any proceeding to enforce this Agreement it will be presumed that the Proprietary Information constitutes protectable trade secrets, and that the receiving Party will bear the burden of proving that any portion of the Proprietary Information was publicly or rightfully known and disclosed by the receiving Party. The Parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all Proprietary Information, regardless of when or how disclosed, in strict confidence and with not less than the same degree of care that they provide for their own confidential and proprietary information. The Parties warrant and represent that the degree of care contemplated herein is adequate and the Parties will take any and all steps reasonably necessary to preserve such Proprietary Information.

B. Nothing in this Agreement shall prohibit or limit the receiving Party's use of information that can be demonstrated as (a) previously known to the receiving Party, (b) independently developed by the receiving Party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing Party, or (d) acquired through the public domain through no breach by the receiving Party of this Agreement.

C. License. Client grants The Company a limited, non-transferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit any trade names, trademarks, service marks, copyrights, content, text, images, software, functionality, page and other design and layout, media and other materials therein and solely in connection with creation of the Campaign and direct response marketing in accordance with this Agreement. Other than as specifically provided herein, the Parties, their employees, subsidiaries, affiliates, agents and assigns, shall make no disclosure of any Proprietary Information without the express written consent of the other Party. In addition, neither Party shall use the Proprietary Information for any purpose other than purposes related to their business relationship as laid out in this Agreement. In the event that the receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Proprietary Information, the receiving Party

understands that the disclosing Party may desire to seek an appropriate protective order or take steps to protect the confidentiality of such Proprietary Information. Consequently, the receiving Party agrees that it will provide the Disclosing Party with prompt notice of such request(s).

D. Portfolio Release. Client agrees that The Company has the right to use materials created pursuant to this Agreement for The Company's portfolio, samples, self-promotion including advertising for The Company's business including without limitation Facebook or Instagram, or any other social media platform. In the event Client wishes to exclude some specific materials from the release under this paragraph, or to limit the time period of such release, The Company and Client may agree in writing to such limitation.

E. Remedies. The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected Party, for which monetary damages, on their own, would be inadequate. Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

## **7. Non-solicitation.**

During the term of our engagement and for a period of one (1) year immediately thereafter, the client agrees not to solicit any employee or independent contractor of the kuware inc. on behalf of itself or any other business enterprise, nor shall induce any employee or independent contractor associated with the kuware inc. to terminate or breach an employment, contractual or other relationship with the kuware inc. In the event, the Client hires or otherwise induces any employee or independent contractor associated with the kuware inc. to terminate or breach an employment, contractual or other relationship with the kuware inc. in violation of this non-solicitation provision agrees to pay to Kuware inc. an amount of \$80,000 as liquidated damages, not a penalty as damages for such action by are hard to estimate.

## **8. Additional Services.**

All services outside the scope of this Agreement that are requested by the Client and which The Company agrees to perform will be billed at an agreed upon rate. The client will be notified and must approve in writing (email is sufficient) additional services before they will be performed. The client will also be given an opportunity to purchase additional services at package rates when deemed appropriate by The Company.

## **9. Limitation of Liability.**

The Company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. Client agrees that, in the event, The Company is determined to be liable for any such loss, Client's sole remedy against The Company is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. The Company is not responsible for errors which result from faulty or incomplete information supplied to The Company by Client. The client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. The Company shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of services.

## **10. Handling of Disputes.**

The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of monies paid to The Company, shall be handled in accordance with applicable State and Federal laws.

## **11. No Guarantee.**

The Company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of The Company may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level

of results.

**12. Communications.**

Client agrees the contractual communication is to be via email only, the email address to use is avi@kuware.com. All other communications will be through mutually agreed upon channels.

**13. Entire Agreement.**

This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

**14. Severability.**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

**15, Headings.**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

**16. Interpretation and Enforcement.**

The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of Texas, USA. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Texas, USA.

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

**Client**

Name:

Company:

Title:

Date:

**The Company**

Name:

Company:

Title:

Date: