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# **MASTER SERVICES AGREEMENT**

## **WAIMI - Professional Services Contract**

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### **PARTIES**

This Master Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between:

**COMPANY:** WAIMI Address: [Company Address] Email:  
Holly@WAIMI.xyz, Craig@WAIMI.xyz (“Company” or “WAIMI”)

**CONTRACTOR:** Name: \_\_\_\_\_ Title:  
\_\_\_\_\_ Address:  
\_\_\_\_\_ Email:  
\_\_\_\_\_ Phone:  
\_\_\_\_\_ (“Contractor”)

(Collectively referred to as the “Parties”)

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## RECITALS

WHEREAS, Company is engaged in the business of providing AI-powered business planning and strategic consulting services;

WHEREAS, Contractor possesses certain skills, expertise, and experience that Company desires to utilize;

WHEREAS, the Parties wish to establish the terms and conditions under which Contractor will provide services to Company;

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

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## 1. SERVICES

### 1.1 Scope of Services

Contractor agrees to provide the following services to Company (“Services”):

**[TO BE CUSTOMIZED PER ROLE]**

- [Specific service 1]
- [Specific service 2]
- [Specific service 3]
- [Additional services as defined in Statement of Work]

### 1.2 Statement of Work

The specific Services to be performed, deliverables, timelines, and milestones shall be set forth in one or more Statements of Work (“SOW”) executed by both Parties. Each SOW shall be deemed incorporated into and governed by the terms of this Agreement.

### **1.3 Standard of Performance**

Contractor shall perform all Services: - In a professional and workmanlike manner - In accordance with industry best practices - With the skill and care reasonably expected of a professional in Contractor's field - In compliance with all applicable laws and regulations - In accordance with Company's policies and procedures

### **1.4 Time Commitment**

Contractor agrees to dedicate approximately **[TIME COMMITMENT]** hours per week to the performance of Services, with flexibility as needed to meet project deadlines and business needs.

### **1.5 Location of Services**

Services may be performed: - Remotely from Contractor's location - At Company's offices (if applicable) - At client locations (if applicable) - At such other locations as mutually agreed

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## **2. TERM AND TERMINATION**

### **2.1 Initial Term**

This Agreement shall commence on the Effective Date and shall continue for an initial term of **[INITIAL TERM]** ("Initial Term"), unless earlier terminated in accordance with this Section 2.

### **2.2 Renewal**

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive **[RENEWAL PERIOD]** periods ("Renewal Terms"), unless either Party provides written notice of non-renewal at least **[NOTICE PERIOD]** days prior to the end of the then-current term.

### **2.3 Termination for Convenience**

Either Party may terminate this Agreement for any reason or no reason upon **[NOTICE PERIOD]** days' prior written notice to the other Party.

### **2.4 Termination for Cause**

Either Party may terminate this Agreement immediately upon written notice if:

- a. The other Party materially breaches this Agreement and fails to cure such breach within **[CURE PERIOD]** days after receiving written notice;
- b. The other Party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;
- c. The other Party engages in fraud, willful misconduct, or gross negligence;
- d. The other Party violates any applicable law or regulation in connection with this Agreement.

## **2.5 Effect of Termination**

Upon termination of this Agreement:

- a. Contractor shall immediately cease performing Services;
  - b. Contractor shall deliver to Company all work product, materials, and Company property;
  - c. Company shall pay Contractor for all Services performed and expenses incurred through the termination date;
  - d. All provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to confidentiality, intellectual property, indemnification, and limitation of liability.
- 

## **3. COMPENSATION**

### **3.1 Compensation Structure**

**[SELECT ONE OR CUSTOMIZE]**

**Option A: Equity-Based Compensation (Pre-Break Even) -**

Contractor shall receive **[EQUITY PERCENTAGE]**% equity in Company - Equity shall be in the form of [Common Stock/Restricted Stock/Stock Options] - Equity shall vest according to the schedule set forth in Section 3.3

**Option B: Cash Compensation (Post-Break Even) -**

Contractor shall receive **[\$[AMOUNT]]** per [hour/month/year] - Payment shall be made [weekly/bi-weekly/monthly] via [payment method]

**Option C: Hybrid Compensation -** Pre-Break Even: **[EQUITY PERCENTAGE]**% equity as described in Option A - Post-Break Even: **[\$[AMOUNT]]** per [period] as described in Option B - Equity vesting continues regardless of cash compensation commencement

### 3.2 Break Even Definition

For purposes of this Agreement, "Break Even" means the first month in which Company's total revenue equals or exceeds total operating expenses for three consecutive months, as determined by Company's financial statements prepared in accordance with generally accepted accounting principles (GAAP).

### 3.3 Equity Vesting Schedule

**[IF APPLICABLE]**

Contractor's equity shall vest as follows:

**Vesting Period:** [2 years for advisors / 4 years for founders]

**Vesting Schedule:** - **Cliff Period:** [25% after 1 year / No cliff for monthly vesting] - **Monthly Vesting:** Remaining equity vests monthly over [remaining period] - **Acceleration:** [Single-trigger / Double-trigger] acceleration upon [Change of Control / Termination without Cause]

**Example for 4-Year Founder Vesting:** - Month 0-12: 0% vested (1-year cliff) - Month 12: 25% vested - Months 13-48: 2.083% vested per month (remaining 75% over 36 months)

**Example for 2-Year Advisor Vesting:** - Months 1-24: 4.167% vested per month (monthly vesting, no cliff)

### 3.4 Expenses

Company shall reimburse Contractor for all reasonable and necessary expenses incurred in connection with the performance of Services, provided that:

- a. Expenses are pre-approved by Company in writing (for expenses over \$[AMOUNT]);
- b. Contractor submits expense reports with supporting documentation within [TIMEFRAME];
- c. Expenses comply with Company's expense reimbursement policy.

### 3.5 Taxes

Contractor acknowledges and agrees that:

- a. Contractor is responsible for all taxes related to compensation received under this Agreement;
- b. Company will not withhold taxes from payments to Contractor;
- c. Company will issue appropriate tax forms (e.g., 1099) as required by law;

- d. Contractor will indemnify Company for any taxes, penalties, or interest assessed against Company related to Contractor's tax obligations.
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## **4. INDEPENDENT CONTRACTOR RELATIONSHIP**

### **4.1 Independent Contractor Status**

Contractor is an independent contractor and not an employee, partner, or agent of Company. Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties.

### **4.2 No Benefits**

Contractor is not entitled to any employee benefits, including but not limited to: - Health insurance - Retirement benefits - Paid time off - Workers' compensation - Unemployment insurance - Other fringe benefits

### **4.3 Control and Supervision**

Contractor retains the right to control and direct the manner and means by which Services are performed, subject to Company's right to specify the desired results.

### **4.4 Other Clients**

Contractor may provide services to other clients, provided that such services do not: - Conflict with Contractor's obligations under this Agreement - Involve competitors of Company (as defined in Section 8) - Interfere with Contractor's ability to perform Services for Company

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## **5. INTELLECTUAL PROPERTY**

### **5.1 Work Product Ownership**

All work product, deliverables, inventions, discoveries, improvements, and other intellectual property created, developed, or conceived by Contractor in connection with the Services ("Work Product") shall be the sole and exclusive property of Company.

### **5.2 Work Made for Hire**

To the extent permitted by law, all Work Product shall be deemed “work made for hire” under U.S. copyright law, with Company as the author and owner of all rights, title, and interest therein.

### **5.3 Assignment**

To the extent any Work Product is not deemed work made for hire, Contractor hereby irrevocably assigns, transfers, and conveys to Company all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.

### **5.4 Moral Rights Waiver**

Contractor hereby irrevocably waives any and all moral rights, including rights of attribution and integrity, that Contractor may have in the Work Product.

### **5.5 Further Assurances**

Contractor agrees to execute any documents and take any actions reasonably necessary to perfect Company’s ownership of the Work Product, including executing patent applications, copyright registrations, and assignments.

### **5.6 Pre-Existing Materials**

Contractor retains all rights to any materials, tools, or intellectual property that: - Existed prior to this Agreement - Were developed independently of this Agreement - Are not incorporated into the Work Product

Contractor grants Company a non-exclusive, perpetual, royalty-free license to use any such pre-existing materials incorporated into the Work Product.

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## **6. CONFIDENTIALITY**

### **6.1 Confidential Information**

“Confidential Information” means all non-public information disclosed by Company to Contractor, including but not limited to: - Business plans, strategies, and financial information - Customer and prospect lists and information - Technical information, software, and algorithms

- Marketing plans and strategies - Trade secrets and proprietary information - Any information marked as confidential or that reasonably should be understood as confidential

## **6.2 Confidentiality Obligations**

Contractor agrees to: - Hold all Confidential Information in strict confidence - Not disclose Confidential Information to any third party without Company's prior written consent - Use Confidential Information only for the purpose of performing Services - Protect Confidential Information with the same degree of care used to protect Contractor's own confidential information, but in no event less than reasonable care

## **6.3 Exceptions**

Confidential Information does not include information that: - Is or becomes publicly available through no breach by Contractor - Was rightfully in Contractor's possession prior to disclosure - Is rightfully received from a third party without breach of confidentiality - Is independently developed by Contractor without use of Confidential Information - Is required to be disclosed by law (with prompt notice to Company)

## **6.4 Return of Information**

Upon termination of this Agreement or upon Company's request, Contractor shall promptly return or destroy all Confidential Information and certify such return or destruction in writing.

## **6.5 Survival**

The confidentiality obligations set forth in this Section 6 shall survive termination of this Agreement for a period of **five (5) years**.

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# **7. REPRESENTATIONS AND WARRANTIES**

## **7.1 Contractor Representations**

Contractor represents and warrants that:

- a. **Authority:** Contractor has full power and authority to enter into this Agreement and perform the Services;

- b. **No Conflicts:** The execution and performance of this Agreement does not conflict with any other agreement or obligation to which Contractor is a party;
- c. **Qualifications:** Contractor possesses the necessary skills, expertise, and qualifications to perform the Services;
- d. **Compliance:** Contractor will comply with all applicable laws and regulations in performing the Services;
- e. **Original Work:** All Work Product will be original and will not infringe upon the intellectual property rights of any third party;
- f. **No Litigation:** There is no pending or threatened litigation that would prevent Contractor from performing the Services.

## 7.2 Company Representations

Company represents and warrants that:

- a. **Authority:** Company has full power and authority to enter into this Agreement;
  - b. **Payment:** Company will pay all amounts due to Contractor in accordance with this Agreement;
  - c. **Cooperation:** Company will provide reasonable cooperation and access to information necessary for Contractor to perform the Services.
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## 8. NON-COMPETE AND NON-SOLICITATION

### 8.1 Non-Compete

During the term of this Agreement and for **[PERIOD]** following termination, Contractor agrees not to:

- a. Directly or indirectly engage in any business that competes with Company's business;
- b. Provide services to any competitor of Company;
- c. Invest in or become affiliated with any competitor of Company (except passive investments of less than 5% in publicly traded companies).

**Competitor Definition:** A "competitor" means any business that provides AI-powered business planning services, strategic consulting services, or business plan development services to entrepreneurs and

small businesses.

## **8.2 Non-Solicitation of Customers**

During the term of this Agreement and for **[PERIOD]** following termination, Contractor agrees not to:

- a. Solicit or attempt to solicit any customer or client of Company;
- b. Divert or attempt to divert any business from Company;
- c. Interfere with Company's relationships with its customers or clients.

## **8.3 Non-Solicitation of Employees**

During the term of this Agreement and for **[PERIOD]** following termination, Contractor agrees not to:

- a. Solicit or recruit any employee, contractor, or advisor of Company;
- b. Encourage any employee, contractor, or advisor to leave Company;
- c. Hire any person who was an employee, contractor, or advisor of Company within the preceding **[PERIOD]**.

## **8.4 Reasonableness**

Contractor acknowledges that the restrictions set forth in this Section 8 are reasonable in scope, duration, and geographic area, and are necessary to protect Company's legitimate business interests.

## **8.5 Reformation**

If any restriction in this Section 8 is found to be unenforceable, the Parties agree that such restriction shall be reformed to the maximum extent permitted by law.

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# **9. INDEMNIFICATION**

## **9.1 Contractor Indemnification**

Contractor agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a. Contractor's breach of this Agreement;
- b. Contractor's negligence or willful misconduct;
- c. Contractor's violation of any law or regulation;

- d. Any claim that the Work Product infringes upon the intellectual property rights of any third party;
- e. Any claim by a third party related to Contractor's performance of Services.

## **9.2 Company Indemnification**

Company agrees to indemnify, defend, and hold harmless Contractor from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a. Company's breach of this Agreement;
- b. Company's use of the Work Product in a manner not authorized by this Agreement;
- c. Any claim by a third party related to Company's business operations (excluding claims related to Contractor's Services).

## **9.3 Indemnification Procedure**

The indemnified party shall: - Promptly notify the indemnifying party of any claim; - Cooperate with the indemnifying party in the defense of the claim; - Allow the indemnifying party to control the defense and settlement of the claim (subject to the indemnified party's approval of any settlement that affects its rights or interests).

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# **10. LIMITATION OF LIABILITY**

## **10.1 Limitation**

EXCEPT FOR BREACHES OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT IN THE **[PERIOD]** PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **10.2 Exclusion of Consequential Damages**

EXCEPT FOR BREACHES OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INFRINGEMENT, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **10.3 Exceptions**

The limitations set forth in this Section 10 shall not apply to: - Breaches of confidentiality obligations - Intellectual property infringement claims - Indemnification obligations - Willful misconduct or gross negligence - Violations of law

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## **11. DISPUTE RESOLUTION**

### **11.1 Negotiation**

In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations between senior executives of each Party.

### **11.2 Mediation**

If the dispute cannot be resolved through negotiation within **[PERIOD]** days, the Parties agree to submit the dispute to non-binding mediation before a mutually agreed-upon mediator.

### **11.3 Arbitration**

If the dispute cannot be resolved through mediation within **[PERIOD]** days, the Parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in **[LOCATION]**, and the decision of the arbitrator shall be final and binding.

### **11.4 Exceptions**

Notwithstanding the above, either Party may seek injunctive relief or other equitable remedies in court to prevent irreparable harm, including breaches of confidentiality or intellectual property rights.

### **11.5 Costs**

The prevailing party in any dispute resolution proceeding shall be entitled to recover its reasonable attorneys' fees and costs.

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## **12. GENERAL PROVISIONS**

## **12.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of **[STATE]**, without regard to its conflict of laws principles.

## **12.2 Jurisdiction and Venue**

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **[COUNTY]**, **[STATE]**, and each Party hereby consents to the jurisdiction and venue of such courts.

## **12.3 Entire Agreement**

This Agreement, including all exhibits and SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

## **12.4 Amendments**

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

## **12.5 Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver shall constitute a continuing waiver or waiver of any other provision.

## **12.6 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid, illegal, or unenforceable provision shall be reformed to the extent necessary to make it valid, legal, and enforceable while preserving the intent of the Parties.

## **12.7 Assignment**

This Agreement may not be assigned by Contractor without the prior written consent of Company. Company may assign this Agreement to any successor or affiliate without consent. Any attempted assignment in violation of this provision shall be void.

## 12.8 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: - Delivered personally; - Sent by confirmed email to the addresses set forth above; - Sent by certified or registered mail, return receipt requested; - Sent by overnight courier service.

## 12.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

## 12.10 Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, natural disasters, or government actions.

## 12.11 Publicity

Neither Party shall issue any press release or make any public statement regarding this Agreement or the relationship between the Parties without the prior written consent of the other Party.

## 12.12 Survival

The following provisions shall survive termination of this Agreement: Sections 3 (Compensation for services performed), 5 (Intellectual Property), 6 (Confidentiality), 8 (Non-Compete and Non-Solicitation), 9 (Indemnification), 10 (Limitation of Liability), 11 (Dispute Resolution), and 12 (General Provisions).

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## SIGNATURES

### COMPANY: WAIMI

Signature: \_\_\_\_\_ Name:

\_\_\_\_\_ Title:

\_\_\_\_\_ Date:

\_\_\_\_\_

### CONTRACTOR:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

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## **EXHIBIT A: STATEMENT OF WORK**

**[TO BE COMPLETED FOR EACH ENGAGEMENT]**

**Project/Engagement:** \_\_\_\_\_

**Services to be Performed:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_ 3. \_\_\_\_\_

**Deliverables:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_ 3. \_\_\_\_\_

**Timeline:** - Start Date: \_\_\_\_\_ - Milestones:

\_\_\_\_\_ - Completion Date:

\_\_\_\_\_

**Compensation for this SOW:** - Amount:

\_\_\_\_\_ - Payment Schedule:

\_\_\_\_\_

**Special Terms (if any):** \_\_\_\_\_

**Signatures:**

Company: \_\_\_\_\_ Date: \_\_\_\_\_ Contractor:

\_\_\_\_\_ Date: \_\_\_\_\_

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**END OF AGREEMENT**

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## **INSTRUCTIONS FOR USE**

### **Customization Required:**

1. Fill in all bracketed [FIELDS] with specific information
2. Select appropriate compensation structure (Section 3.1)
3. Define time commitment (Section 1.4)
4. Set vesting schedule (Section 3.3)
5. Determine non-compete period (Section 8)
6. Specify state and county for governing law (Section 12)

**For Different Roles:**

- **Founders:** Use 4-year vesting, higher equity, longer non-compete
- **Advisors:** Use 2-year vesting, lower equity, shorter non-compete
- **Contractors:** Use cash compensation, project-based SOWs

**Process:**

1. Customize template for specific role
2. Have legal review (AI or attorney)
3. Send to contractor for review
4. Negotiate terms if needed
5. Execute via DocuSign or similar
6. Store in staff portal legal documents folder

**Document Version:** 1.0

**Last Updated:** January 2025

**Next Review:** January 2026