

Services Agreement

Effective Date: _____, 2020

This Agreement is between:

- 1) Reputation Earth LLC, a California corporation with its registered address at 750 La Playa Street 540, San Francisco, CA 94116 (the “Company”) and
- 2) _____, an individual residing at _____ (the “Client”), collectively the “Parties”,

Whereas

- 1) Company is in the business of online reputation management services.
- 2) Client wishes to retain the Company’s services under the terms and conditions set forth herein.

Parties agree as follows:

1. Services

1.1. Company provides the following services:

- 1.1.1. Conducts a complete analysis of the Client’s online reputation to detect negative content associated with the Client’s name, person, or brand.
- 1.1.2. Devises a strategy to remediate issues with the Client’s online image.
- 1.1.3. Removes the following sources of disparaging information about Client:
 - 1.1.3.1. Articles;
 - 1.1.3.2. Web pages;
 - 1.1.3.3. Forum threads;
 - 1.1.3.4. Images;
 - 1.1.3.5. Videos;
 - 1.1.3.6. Online reviews;
 - 1.1.3.7. Social media posts;
 - 1.1.3.8. Official government documents (e.g., court decisions).
- 1.1.4. Deindexes links from search results by specific keywords.
- 1.1.5. Other services agreed upon by the parties on a case by case basis.

1.2. Statements of Work

- 1.2.1. Company agrees to perform services specified in Statements of Work (the "SoW") to this Agreement (the "Services"). SoW must be executed by the parties in a form substantially similar to Exhibit A.
- 1.2.2. A new SoW is to be executed by Client every time a new assignment is given to Company.
- 1.2.3. Each SoW shall become effective upon its execution.
- 1.2.4. Each SoW is hereby incorporated into this Agreement by this reference.
- 1.2.5. Each SoW shall include any or all of the following: services, functions, documentation to be provided by each Party, resources to be provided by each Party, requirements and specifications for any work product to be developed by Consultant and delivered to Company (the "Deliverables"), payment plan, and payment methods, as well as due dates for Deliverables, if any.
- 1.2.6. In the event of any conflict between this Agreement and any SoW, the SoW shall control.

1.3. Method of Performing Services

- 1.3.1. Company has the right to determine the method, details, and means of performing Services for Client.

1.4. Place of Work

- 1.4.1. Company shall perform Services for Client at the Company's premises.

2. Payment for Services

- 2.1. In consideration for the Services, Client shall pay Company a fee in accordance with the SoW.
- 2.2. The exact fee payable for the specific Services ordered by Client shall be set forth in an applicable SoW.
- 2.3. Client shall pay for the Company's services within 14 calendar days from the date of the receipt of the applicable invoice unless otherwise agreed upon by the parties in writing.
 - 2.3.1. If Client fails to pay for the Company's services within the time frame set forth in Section 2.3 above, Company shall have a right to cease the provision of Services.
 - 2.3.2. If Client fails to pay for the Company's services for more than 30 calendar days from the receipt of the applicable invoice, Client shall pay a penalty of 1% of the

total fee pursuant to the applicable invoice per day until the fee is paid in full, including all the penalties that have accrued.

2.3.3. If Client fails to pay for the Company's services for more than 60 calendar days from the receipt of the applicable invoice, and Services have been rendered, Company shall have a right to revert the links/articles/web pages it has removed for Client pursuant to this agreement back to their initial state.

2.4. All payments under this agreement are to be made in USD unless otherwise agreed upon by the parties in writing.

2.5. Payments can be made via a wire transfer, Zelle, or PayPal unless otherwise agreed upon by the parties.

3. Warranties

3.1. Company represents and warrants that:

3.1.1. Company is in the business of providing online reputation management services;

3.1.2. Company is in possession of the tools, equipment, software, stable internet connection, and other instruments necessary for the performance of Services;

3.1.3. Services will be performed in a competent manner in accordance with the standards followed by other professionals in the same field of practice, and Company has the necessary education, experience, knowledge, license (if applicable), and all other required certificates and/or permissions to provide Services;

3.1.4. Company will only use legal means to achieve the results desired by Client; Company will refrain from using any illegal or unethical means of achieving the result at all costs, including hacking;

3.1.5. The content removed or caused to be removed by Company will not reappear on the same website during the Client's lifetime ("Lifetime Guarantee"). If it does reappear for reasons beyond Client's control, Company will refund the compensation it received from Client for the removal of such content or will remove or cause the content to be removed again free of charge;

3.1.6. Neither this Agreement nor Company's performance of its obligations hereunder will place Company in breach of any other contract or obligation and will not violate the rights of any third party.

3.2. Client represents and warrants that:

3.2.1. Neither this Agreement nor Company's performance of its obligations hereunder will place Client in breach of any other contract or obligation and will not violate the rights of any third party;

3.2.2. The information Client has provided and will be providing to Company in connection to the provision of Services by Company pursuant to this agreement is and will be, to the Company's knowledge, accurate, valid, and true in all material respects as of the date it is provided to Company. Should Client learn that some of the information it has communicated to Company in the past was inaccurate, Client agrees to inform Company about the inaccuracy within 7 calendar days from the time Client learns about the inaccuracy;

3.2.3. Client will not use Deliverables or the Company's Services in any manner which is in violation of any law or regulation or is intended to cause damage to third parties.

4. Limitation of liability

4.1. In no event shall Company be liable to Client for general, indirect, special, exemplary, consequential, incidental, or punitive loss, damage, or expense, including, but not limited to, lost profits, lost revenues, lost business opportunities without limitation as to whether such damages are considered to be direct, general, or consequential damages.

4.2. The obligations of the parties under this agreement run only to each other and not to any other persons or entities.

5. Confidentiality

5.1. Party disclosing Confidential Information shall herein be referred to as the "Disclosing Party".

5.2. Party receiving Confidential Information shall herein be referred to as the "Receiving Party".

5.3. "Confidential Information" shall mean the following:

5.3.1. Any idea, proposal, plan, information, procedure, technique, formula, technology, or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities, or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto;

5.3.2. Any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential Deliverables;

5.3.3. Company Content means the written, audio and visual information, documents, software, products, and services, including the Company Technology, contained or made available to Client in the course of performance of this contract.

5.4. Confidential Information includes information regarding:

5.4.1. All of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced, or practiced at any time by a Disclosing Party or any affiliate thereof, software programs and documentation licensed by third parties to a Disclosing Party, and any other similar information or material;

5.4.2. Customer lists, telemarketing lists, vendor lists, employee personal information and policies and procedures;

5.4.3. Disclosing Party's products and services;

5.4.4. Business or financial information directly or indirectly related to Disclosing Party's companies and investments;

5.4.5. Other processes and procedures employed by Disclosing Party.

5.5. Notwithstanding the aforesaid, Confidential Information shall not include information:

5.5.1. In the public domain (other than as a result of a breach of this agreement);

5.5.2. In Disclosing Party's possession prior to its receipt from Receiving Party pursuant to this agreement;

5.5.3. Independently developed by Receiving Party or known through a Party other than Disclosing Party, which Party has no duty of confidentiality to Disclosing Party, as demonstrated by written record;

5.5.4. Disclosed pursuant to applicable law or regulation or by operation of law, provided that Receiving Party may disclose only such information as is legally required, and provided further that Receiving Party shall provide reasonable notice to Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure.

5.6. Obligations

5.6.1. Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party:

5.6.1.1. Disclose any Confidential Information to third parties;

5.6.1.2. Use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable SoW.

5.6.2. Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees, and consultants who:

5.6.2.1. Have an absolute need to know such Confidential Information;

5.6.2.2. Are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity.

5.6.3. Receiving Party shall not make any copies of the Confidential Information except as necessary for the performance of its obligations under this agreement and for its officers, employees, consultants, attorneys, and accountants with a need to know. Any copies which are made shall be identified as belonging to Disclosing Party and marked "confidential", "proprietary" or with a similar legend;

5.6.4. Receiving Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information;

5.6.5. Without limiting the foregoing, Receiving Party shall promptly advise Disclosing Party in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this section, and shall cooperate in seeking injunctive relief against any such person.

5.7. Title

5.7.1. Except as otherwise provided herein, title or the right to possess Confidential Information as between the parties shall remain with the Disclosing Party;

5.7.2. Receiving Party shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Receiving Party.

5.8. Return of Confidential Information

5.8.1. Unless the Receiving Party has a license to use the Confidential Information pursuant to this Agreement, upon any termination of this Agreement, or at any time upon Disclosing Party's request, Receiving Party shall promptly, at Disclosing

Party's option, either return or destroy all (or, if Disclosing Party so requests, any part) of the Confidential Information previously disclosed, and all copies thereof;

5.8.2. Receiving Party shall certify in writing as to its compliance with the foregoing.

5.9. Privileged Information

5.9.1. All communications between Company and Client are treated as strictly confidential and those communications cannot generally be disclosed to any third parties without the other party's consent.

5.9.2. Parties shall not disclose the terms and conditions of this agreement to anyone other than such party's attorneys, accountants, and other professional advisors, except as required by applicable law or regulation, or by operation of law, provided that:

5.9.2.1. Each Party may disclose only such information as is legally required;

5.9.2.2. Party shall provide to another Party with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

5.9.3. Company cannot disclose the fact of being in agreement with Client on Facebook, LinkedIn, Twitter, or other social networks unless otherwise agreed by the parties. Company shall not disclose names of people involved or specifics of the projects undertaken by Company for Client.

5.9.4. Due to the confidential nature of Services, Company shall not be required to disclose to Client which methods it used to achieve the removal of content requested by Client. Furthermore, Company shall not be required to furnish to Client any documentary proof of what Company has done as part of the provision of Services.

6. Term

6.1. The term of this agreement (the "Term") shall commence upon the Effective Date and shall continue until terminated by parties

6.2. Voluntary termination

6.2.1. This agreement may be terminated by Company at will upon a 1-day notice to Client.

6.2.2. This agreement may be terminated by Client upon a 14-day notice to Company, provided that the terms and conditions of this agreement continue to govern any outstanding SoWs despite such termination. Specific term and termination

conditions shall be set forth for each SoW.

6.2.2.1. If Client voluntarily terminates this agreement within 21 calendar days from Effective Date, Company shall not be entitled to any compensation and shall refund the fee received from Client for its Services;

6.2.2.2. If Client voluntarily terminates this agreement after the first 21 calendar days from Effective Date, Client shall be responsible for 30% of the total fee pursuant to the applicable invoice/SoW. This fee ensures that the Company's efforts at devising the proper online image management strategy are at least compensated at least in part.

7. Dispute Resolution

7.1. In the event of any controversy or claim arising out of or relating to this agreement, or the breach thereof, Parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution.

7.2. If they do not reach a settlement within a period of 60 days, then any Party may, by notice to the other Party and the American Arbitration Association ("AAA"), request mediation under the Mediation Procedures.

7.3. If a settlement is not reached within 60 days after service of a written request for mediation, any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by AAA in accordance with Commercial Arbitration Rules.

7.3.1. The number of arbitrators shall be three;

7.3.2. Parties shall have equal rights in appointing the arbitrators.

7.4. The place of mediation and arbitration shall be San Francisco, California, United States.

7.5. Except as may be required by law, neither a Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

8. Notices

8.1. Any notice given in connection with this Agreement shall be in writing and be deemed delivered or transmitted by email or other electronic means at the time such notice was sent:

To Company:

Reputation Earth LLC

750 La Playa Street 540
San Francisco, CA 94116
Attention: Arsenii Katkov
ceo@rep.earth

To Client:

Address:
Attention:
Email:

8.2. Any Party may change its address by giving due notice to other Party in accordance with the provisions of this section.

8.3. It is the responsibility of Client to ensure Company has the correct email address for Client.

9. Non-Disparagement

9.1. At all times after Effective Date, Client will not disparage or criticize, orally or in writing, Company's business, products, policies, decisions, directors, officers, or employees or any of its operating divisions, subsidiaries, or affiliates to any person or entity.

9.2. Client acknowledges that Client will be required to reimburse Company for all the damages it will sustain in case of violating Section 9.1 of this agreement.

10. Force Majeure

10.1. Neither Party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this agreement or any SoW (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, riot, act of government, strike, or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party.

10.2. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

11. Severability

In the event that any one or more of the provisions of this agreement are held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining

provisions of this agreement shall not be affected.

12. Assignment

- 12.1. Company may, without notice and without the consent of Consultant, assign its rights, duties, or obligations under this agreement, in whole or in part to its affiliates, partners, and/or successors.
- 12.2. Client may not assign their rights, duties, or obligations under this agreement, in whole or in part, without the prior written consent of Company.

13. Governing Law; Entire Agreement

- 13.1. This agreement and each SoW shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of laws provisions.
- 13.2. The exclusive jurisdiction and venue for all legal actions arising out of or related to this agreement shall be in courts of competent subject matter jurisdiction located in the State of California, United States.
- 13.3. This agreement, together with any SoWs executed pursuant hereto, constitutes the entire agreement between Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter hereof.
- 13.4. Neither this agreement nor any SoW may be modified or amended except in writing by duly authorized representatives of each Party.

14. Waiver

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.

15. Counterparts

This agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.

16. Execution

Parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include signature transmitted by facsimile, email, or other means of electronic communication capable of producing a printed copy.

In witness thereof, Parties have duly executed this Agreement:

Company

Arsenii Katkov, CEO
Reputation Earth LLC
ceo@rep.earth

Client

Name:
Email: