



CONTRACTOR CONFIDENTIALITY, INVENTION ASSIGNMENT, AND DATA SECURITY AGREEMENT

ConversionOS IQ, LLC

d/b/a Lauren Kingsley · Lauren Kingsley Strategy

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This **Contractor Confidentiality, Invention Assignment, and Data Security Agreement** (this "**Agreement**") is entered into as of **[Effective Date]** (the "**Effective Date**") by and between:

ConversionOS IQ, LLC, a **[State]** limited liability company doing business as *Lauren Kingsley and Lauren Kingsley Strategy*, with its principal place of business at **[Address]** ("**Company**"); and

[Contractor Full Legal Name], **[an individual residing at / a [State/Country] [entity type] with its principal place of business at] [Address]** ("**Contractor**").

Company and Contractor are each a "**Party**" and together the "**Parties**."

RECITALS

A. Company is developing, and owns all rights in, a proprietary software application and related platform, together with the underlying measurement, attribution, disposition-taxonomy, artificial-intelligence agent, and revenue-operations methodologies, models, and frameworks (collectively, the "**Platform**").

B. The Platform and the information, methods, data structures, and know-how underlying it constitute Company's most valuable assets, derive independent economic value from not being generally known, and are the subject of reasonable measures by Company to maintain their secrecy, including this Agreement.

C. Company wishes to engage Contractor to perform development, design, engineering, data, integration, or related services (the "**Services**"), which will require that Contractor be given access to Company's confidential, proprietary, and trade secret information.

D. Contractor acknowledges that Company would not disclose such information, grant such access, or engage Contractor at all but for Contractor's execution of and continuing compliance with this Agreement, and that this Agreement is a material condition precedent to the engagement and to any compensation payable under it.

NOW, THEREFORE, in consideration of the engagement, the compensation payable to Contractor, the access granted to Contractor, and the mutual covenants set forth below, the Parties agree as follows:



1. DEFINITIONS

1.1 "Confidential Information" means all non-public information of any kind, in any form or medium, whether or not marked, designated, or otherwise identified as confidential, that Contractor learns, receives, accesses, observes, creates, or derives in connection with the Services or the engagement, including without limitation:

- (a) **Source code, object code, and technical materials** — source code, object code, pseudocode, commit history, branches, repositories, build scripts, configuration files, infrastructure-as-code, container definitions, environment variables, secrets, keys, tokens, credentials, and deployment pipelines;
- (b) **Architecture and design** — system architecture, data models, database schemas, entity relationships, API designs and specifications, integration maps, sequence diagrams, wireframes, prototypes, design files, and user-experience flows;
- (c) **AI and model assets** — prompts, prompt libraries, system instructions, agent definitions, agent orchestration logic, tool definitions, evaluation sets, scoring rubrics, fine-tuning datasets, embeddings, vector stores, retrieval corpora, model weights, model selection logic, guardrails, and inference configurations;
- (d) **Methodologies and frameworks** — Company's proprietary measurement, attribution, and diagnostic methodologies; disposition taxonomies and stage models; metric definitions and calculation logic; benchmark libraries; scoring and diagnostic algorithms; and all frameworks, playbooks, systems, and named intellectual property of Company, including without limitation those marketed or referred to as the Revenue Leak Map, the Revenue Recovery System, the Truth Engine, Margin Firewalls, the Lead Journey Diagnostic, the Net Sales Sweep, and Command Center, together with all successors, variants, and derivatives of the foregoing;
- (e) **Business information** — business plans, product roadmaps, feature backlogs, pricing models, tier structures, unit economics, margins, financial statements and projections, capitalization and ownership information, funding plans, marketing and go-to-market plans, vendor and supplier terms, and contract terms;
- (f) **Client and third-party information** — the identity of Company's clients, prospects, design partners, and pipeline; client account data, performance data, call recordings, transcripts, lead records, and dispositions; client-supplied data of every kind; and any information Company receives from a third party under an obligation of confidentiality;
- (g) **Personnel information** — the identity, role, compensation, and contact information of Company's personnel, contractors, and advisors; and
- (h) **Derived materials** — all notes, summaries, extracts, analyses, abstracts, indexes, translations, compilations, reports, and other materials prepared by or for Contractor that contain, reference, reflect, or are derived from any of the foregoing.

1.2 "Company IP" means all Intellectual Property Rights in and to the Platform, the Confidential Information, and the Work Product.

1.3 "Intellectual Property Rights" means all rights of every kind, now existing or hereafter arising, anywhere in the world, in and to: patents, patent applications, and all continuations, divisionals, reissues, and extensions



thereof; inventions, discoveries, and improvements, whether or not patentable; copyrights, works of authorship, and mask works, and all registrations, applications, and renewals thereof; trademarks, service marks, trade names, trade dress, logos, domain names, and goodwill associated therewith; trade secrets, know-how, and confidential information; database and *sui generis* data rights; moral rights and rights of attribution and integrity; rights of publicity; and all other proprietary rights, together with all causes of action and remedies for past, present, and future infringement or misappropriation of any of the foregoing.

1.4 "Work Product" means all deliverables, work, and materials of any kind conceived, created, developed, authored, reduced to practice, discovered, made, or contributed to by Contractor, alone or jointly with others, at any time during the engagement, that (a) relate in any manner to the Platform, the Services, or the actual or reasonably anticipated business, research, or development of Company; (b) result from or arise out of any work performed for Company; or (c) are created using any Confidential Information, Company Materials, Company systems, Company accounts, Company data, or Company funds. Work Product includes without limitation all software, source code, scripts, models, prompts, agent configurations, datasets, schemas, documentation, specifications, designs, user interfaces, graphics, copy, reports, dashboards, algorithms, methods, processes, inventions, and improvements, and all works in progress, drafts, intermediate outputs, discarded approaches, and versions thereof.

1.5 "Company Materials" means all tangible and intangible property furnished or made available to Contractor by or on behalf of Company, including hardware, devices, storage media, software, licenses, repositories, accounts, credentials, keys, tokens, environments, datasets, documents, and files, together with all copies of any of the foregoing.

1.6 "Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and includes "personal data," "personal information," "personally identifiable information," and equivalent terms as defined under any applicable Privacy Law.

1.7 "Privacy Law" means any applicable law, regulation, or binding regulatory guidance relating to privacy, data protection, data security, breach notification, telemarketing, or electronic communications, including without limitation the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA"), other U.S. state comprehensive privacy statutes, the EU General Data Protection Regulation and the UK GDPR (together, "GDPR"), the Telephone Consumer Protection Act, the Health Insurance Portability and Accountability Act to the extent applicable, and the payment card industry data security standards.

1.8 "Representatives" means, as to Contractor, its owners, officers, employees, agents, subcontractors, consultants, advisors, and any other person or entity acting for or on behalf of Contractor.

1.9 "Term" means the period beginning on the earlier of the Effective Date and the date Contractor first received any Confidential Information or performed any Services, and ending on the date the engagement terminates for any reason.

1.10 "Excluded Information" means information that Contractor can demonstrate by contemporaneous written records: (a) was lawfully in Contractor's possession without any confidentiality obligation before first disclosure by Company; (b) is or becomes generally available to the public other than as a result of any act or omission of Contractor or its Representatives; or (c) was lawfully received by Contractor from a third party having the right to disclose it without restriction. Information does not become Excluded Information merely because it is embraced by more general information in the public domain, nor because it is a combination of individually public elements where the combination itself is not public.



2. CONFIDENTIALITY OBLIGATIONS

2.1 Nondisclosure. Contractor shall hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose, publish, disseminate, transmit, transfer, post, display, or otherwise make available any Confidential Information to any person or entity, except as expressly permitted by Section 2.4. The obligations of this Section 2 do not apply to Excluded Information, provided that Contractor bears the burden of establishing that any information qualifies as Excluded Information by clear and convincing contemporaneous written records, and that nothing in the Excluded Information definition limits Company's rights under Section 3 (Ownership) or Section 4 (No Resale).

2.2 Restriction on Use. Contractor shall use Confidential Information solely and exclusively to perform the Services for the benefit of Company, and for no other purpose whatsoever. Without limiting the foregoing, Contractor shall not use Confidential Information: (a) for Contractor's own account or benefit; (b) for the account or benefit of any other client, employer, or third party; (c) to develop, design, build, train, improve, market, or operate any product, service, model, tool, dataset, template, framework, methodology, or business, whether or not competitive with Company; (d) to solicit, service, or compete for any client or prospect of Company; or (e) in any manner adverse to Company's interests.

2.3 Standard of Care. Contractor shall protect Confidential Information using at least the degree of care Contractor uses to protect its own most sensitive information, and in no event less than a reasonable and prudent standard of care, and shall comply with the security requirements set forth in **Exhibit B**.

2.4 Permitted Disclosure.

(a) *Need to know.* Contractor may disclose Confidential Information only to those of its Representatives who (i) have a strict need to know it in order to perform the Services, (ii) have been identified to Company in advance in writing and approved by Company, and (iii) are bound by a written agreement containing confidentiality, invention assignment, and data security obligations at least as protective as those in this Agreement. Contractor shall provide copies of such agreements to Company upon request and remains fully and primarily liable for any act or omission of its Representatives that would breach this Agreement if done by Contractor.

(b) *Compelled disclosure.* If Contractor is required by law, subpoena, court order, or governmental authority to disclose Confidential Information, Contractor shall, to the extent legally permitted, (i) notify Company in writing immediately and in any event within twenty-four (24) hours of becoming aware of the requirement and before making any disclosure, (ii) provide Company with a copy of the demand and reasonable cooperation, at Company's expense, in seeking a protective order or other confidential treatment, and (iii) disclose only the minimum portion of Confidential Information legally required. Any information so disclosed remains Confidential Information for all other purposes.

2.5 No Residuals. Contractor acknowledges and agrees that this Agreement contains no "residuals" clause, and Contractor shall not use or disclose any Confidential Information retained in the unaided memory of Contractor or any of its Representatives. Any argument that information residing in memory is free of restriction is expressly waived.

2.6 No Reverse Engineering. Contractor shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, decrypt, extract, scrape, benchmark, probe, or otherwise attempt to derive the source code, architecture, algorithms, data structures, prompts, model logic, or trade secrets of the Platform or any



Company system, except to the precise extent expressly authorized in writing by Company as part of the Services.

2.7 No Derivative Works. Except as expressly directed by Company in performing the Services, Contractor shall not create, and shall not permit any third party to create, any adaptation, translation, modification, enhancement, extension, port, fork, clone, reimplement, or other derivative work of the Platform, the Confidential Information, the Work Product, or any Company IP. All such works, if created, are Work Product owned exclusively by Company under Section 3 and their creation is a material breach of this Agreement.

2.8 No Copying or Retention. Contractor shall not copy, duplicate, image, screenshot, record, photograph, export, download, print, fork, mirror, or otherwise reproduce any Confidential Information or Company Materials except as strictly necessary to perform the Services and only within Company-approved systems. Contractor shall not store Confidential Information in any personal account, personal device, personal repository, personal cloud storage, personal email, consumer messaging application, or any location not expressly approved by Company in writing.

2.9 Artificial Intelligence and Machine Learning Restrictions. Contractor shall not, without Company's prior written authorization for each specific tool and use:

- (a) input, upload, paste, transmit, or otherwise submit any Confidential Information, Company data, Personal Information, or Work Product into or through any third-party artificial intelligence, machine learning, large language model, code assistant, transcription, translation, analytics, or automation service;
- (b) permit, enable, or fail to disable any setting, term, or default under which any third party may retain, log, review, publish, or use Confidential Information for model training, fine-tuning, evaluation, product improvement, or any purpose other than returning output to Contractor;
- (c) use any Confidential Information, Company data, or Work Product to train, fine-tune, adapt, distill, evaluate, benchmark, embed, index, or otherwise develop or improve any model, agent, dataset, vector store, prompt library, or tool that is not exclusively owned by Company; or
- (d) use any generative tool to produce Work Product in a manner that would (i) impair Company's exclusive ownership of the Work Product, (ii) subject the Work Product to any third-party license, ownership claim, or output-usage restriction, or (iii) introduce third-party code or content that Contractor cannot warrant as clean under Section 5.

Where Company authorizes a tool, Contractor shall use only the enterprise or zero-retention configuration Company designates and shall maintain a written log of what was submitted, available to Company on request.

2.10 Publicity, Portfolio, and Public Statements. Contractor shall not, during the Term or at any time thereafter, without Company's prior written consent in each instance: (a) disclose or confirm the existence, subject matter, scope, or terms of the engagement or of this Agreement; (b) identify Company, any Company brand, or any Company client as a client, customer, employer, or reference; (c) include any Work Product, screenshot, mockup, code sample, architecture description, or case study in any portfolio, résumé, website, repository, showcase, pitch, proposal, publication, presentation, or social media post; or (d) make any public statement concerning Company, the Platform, or the Services. This Section survives indefinitely.

2.11 Duration of Confidentiality Obligations. Contractor's obligations under this Section 2 begin on the earlier of the Effective Date and the date of first disclosure and continue: (a) **perpetually** with respect to source code, model and agent assets, Company's proprietary methodologies and named frameworks, client data, Personal Information, and any information constituting a trade secret under applicable law, for so long as such information



remains a trade secret; and (b) for **five (5) years** following the end of the Term with respect to all other Confidential Information. Expiration under clause (b) does not authorize any use or disclosure that would infringe Company IP or breach any other provision of this Agreement.

2.12 Third-Party and Client Confidential Information. Contractor acknowledges that Company holds information belonging to Company's clients and other third parties under confidentiality obligations, and agrees that all such information is Confidential Information under this Agreement and is subject to any additional restrictions Company communicates to Contractor.

2.13 No Misuse of Others' Information. Contractor represents that Contractor will not disclose to Company, bring onto Company premises or systems, or use in performing the Services, any confidential or proprietary information belonging to any former or current client, employer, or third party, and will not perform the Services in a manner that violates any obligation Contractor owes to any third party.

3. OWNERSHIP AND ASSIGNMENT OF INTELLECTUAL PROPERTY

3.1 Company Ownership. Company is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Platform, the Confidential Information, the Work Product, and all Company IP, throughout the world and in perpetuity. Contractor acquires no right, title, interest, or license in or to any Company IP by virtue of this Agreement, the engagement, or Contractor's contributions, except the limited, revocable, non-exclusive, non-transferable right to access and use Company IP solely to perform the Services during the Term.

3.2 Work Made for Hire. To the maximum extent permitted by law, all Work Product that constitutes a work of authorship is a "work made for hire" within the meaning of the United States Copyright Act, 17 U.S.C. § 101, and Company is the author and owner thereof from the moment of creation.

3.3 Present Assignment. To the extent any Work Product or any Intellectual Property Right therein does not qualify as, or is determined not to be, a work made for hire, or does not otherwise vest in Company by operation of law, Contractor **hereby irrevocably assigns, transfers, conveys, and sets over** to Company, effective automatically at the moment of creation, conception, authorship, or reduction to practice and without further act, consideration, or documentation, Contractor's entire right, title, and interest, throughout the universe and in perpetuity, in and to all such Work Product and all Intellectual Property Rights therein, together with all causes of action, claims, and remedies for past, present, and future infringement or misappropriation. This is a present assignment of present and future rights and not an agreement or promise to assign in the future.

3.4 Backup Assignment and Power of Attorney. To the extent any right cannot be assigned as provided in Section 3.3, Contractor hereby grants Company an exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable license (through multiple tiers) to make, have made, use, reproduce, distribute, publicly perform and display, transmit, modify, adapt, create derivative works of, import, sell, offer for sale, and otherwise fully exploit such right by any means and in any medium now known or later developed. To the extent any right can be neither assigned nor licensed, Contractor irrevocably and unconditionally waives such right and agrees never to assert it against Company, its successors, assigns, licensees, or clients. Contractor irrevocably appoints Company and its duly authorized officers as Contractor's agent and attorney-in-fact, coupled with an interest, to act for and on Contractor's behalf to execute, verify, file, prosecute, and record any document and to do any other lawfully permitted act necessary to secure, perfect, register, maintain, enforce, or transfer Company's rights in the Work Product, with the same legal force and effect as if executed by Contractor. This appointment survives termination and is not affected by Contractor's subsequent death, incapacity, dissolution, or unavailability.



3.5 Waiver of Moral Rights and Attribution. Contractor irrevocably waives, and agrees never to assert, all moral rights, droit moral, rights of attribution, rights of integrity, rights to object to modification or destruction, rights of withdrawal, and all similar rights in the Work Product, however arising and wherever existing, including under the Visual Artists Rights Act, 17 U.S.C. § 106A, and under the laws of any other jurisdiction. Contractor has no right to be credited or identified in connection with the Work Product or the Platform.

3.6 Disclosure and Records. Contractor shall promptly and fully disclose to Company in writing all Work Product, whether or not patentable or registrable, and shall maintain complete, current, and accurate records of all Work Product in the form and location Company designates. All such records are the exclusive property of Company and shall be surrendered on request or on termination. Contractor shall commit all code and materials exclusively to repositories designated by Company and shall not maintain any private, personal, or third-party copy, fork, mirror, or archive.

3.7 Further Assurances. During and after the Term, Contractor shall, at Company's request and expense, promptly execute all documents and take all actions Company reasonably requests to apply for, obtain, perfect, maintain, defend, enforce, transfer, or record Company's rights in the Work Product anywhere in the world, including assignments, declarations, oaths, and testimony. Contractor's obligation under this Section survives indefinitely and is not contingent on any additional compensation.

3.8 Prior Inventions. Contractor has listed on **Exhibit A** all inventions, works, code, tools, libraries, templates, frameworks, prompts, models, and other intellectual property that Contractor owns or co-owns, that were created before the Term or outside the scope of the Services, and that Contractor wishes to exclude from Section 3.3 ("**Prior Inventions**"). If Exhibit A is left blank or is not attached, Contractor represents that there are no Prior Inventions and that Section 3.3 applies to all Work Product without exception. Contractor shall not incorporate any Prior Invention or any third-party material into the Work Product without Company's prior written consent. If Contractor nonetheless incorporates any Prior Invention into or with the Work Product, Contractor hereby grants Company a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple tiers) license to make, have made, use, reproduce, distribute, modify, create derivative works of, publicly perform and display, sell, offer for sale, and otherwise fully exploit such Prior Invention as part of or in connection with the Work Product, the Platform, and any Company product or service.

3.9 No Rights to Marks. Contractor is granted no right or license to use any trademark, service mark, trade name, logo, or brand of Company, including *ConversionOS iQ*, *Lauren Kingsley*, *Lauren Kingsley Strategy*, *Command Center*, or any Company tagline, except as expressly authorized in writing for the sole purpose of performing the Services.

3.10 Feedback. Any suggestion, idea, enhancement request, or feedback Contractor provides concerning the Platform is Work Product owned exclusively by Company.

4. NO RESALE, LICENSING, OR TRANSFER

4.1 Absolute Prohibition. Contractor shall not, directly or indirectly, and shall not permit any Representative or third party to: sell, resell, offer for sale, license, sublicense, rent, lease, lend, assign, transfer, pledge, encumber, distribute, publish, host, syndicate, white-label, resell as a service, monetize, commercialize, contribute to any open-source project, publish to any public or shared repository or package registry, or otherwise convey or make available to any person or entity, in whole or in part, any Confidential Information, Work Product, Company Materials, Company data, or Company IP, or any product, service, model, dataset, or tool derived from or incorporating any of the foregoing.



4.2 No Competing or Derivative Product. Contractor shall not use any Confidential Information, Work Product, or Company IP to develop, build, launch, operate, invest in, advise, or assist any person or entity in developing, building, launching, or operating any product, service, platform, agent, model, or offering that is the same as, substantially similar to, derived from, or competitive with the Platform or any Company product, service, or methodology. This restriction is based on Company's ownership and confidentiality rights and applies without geographic or temporal limitation, independent of Section 12.

4.3 No Unauthorized Access or Use After Termination. Effective immediately upon termination of the engagement, or earlier upon Company's request, Contractor's authorization to access any Company system, repository, environment, account, or dataset terminates. Any subsequent access or attempted access is unauthorized and constitutes, in addition to breach of this Agreement, a violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and comparable state and foreign law.

4.4 Injunctive Enforcement. Contractor acknowledges that any breach of this Section 4 would cause immediate and irreparable harm to Company for which monetary damages would be an inadequate remedy, and consents to the relief described in Section 13.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor represents, warrants, and covenants that:

5.1 Authority and No Conflict. Contractor has full right, power, and authority to enter into and perform this Agreement; Contractor's execution and performance do not and will not breach or conflict with any agreement, obligation, restrictive covenant, or duty owed to any third party; and Contractor is not subject to any non-compete, non-solicitation, confidentiality, or invention-assignment obligation that would impair Company's rights under this Agreement.

5.2 Originality and Non-Infringement. All Work Product is and will be original to Contractor or fully cleared for Company's unrestricted ownership and use; the Work Product does not and will not infringe, misappropriate, or violate any Intellectual Property Right, right of privacy or publicity, or contractual right of any third party.

5.3 Third-Party and Open-Source Materials. Contractor shall not incorporate into, link with, or make the Work Product dependent upon any third-party, open-source, freeware, shareware, public-domain, sample, tutorial, generated, or licensed code, model, dataset, font, image, or other material without (a) disclosing it to Company in writing in advance, together with its source, version, and license terms, and (b) obtaining Company's prior written approval. Contractor shall not under any circumstances incorporate any material licensed under a "copyleft" or reciprocal license (including without limitation the GPL, AGPL, LGPL, SSPL, or any license requiring source disclosure, patent grant, license-back, attribution that Company has not approved, or the licensing of derivative works on specified terms) in any manner that could subject the Work Product, the Platform, or any Company IP to such license. Contractor shall maintain and deliver on request a complete bill of materials for all third-party components in the Work Product.

5.4 Code Integrity. The Work Product does not and will not contain any virus, worm, trojan horse, ransomware, spyware, keylogger, back door, undocumented access mechanism, hard-coded credential, time bomb, logic bomb, kill switch, drop-dead device, licence-enforcement routine, telemetry, beacon, data-exfiltration mechanism, or any other code, routine, or device designed or capable of disabling, damaging, degrading, monitoring, or providing unauthorized access to the Platform, Company systems, or Company data.



5.5 Standard of Performance. Contractor shall perform the Services in a professional, workmanlike manner consistent with generally accepted industry standards and practices, using personnel with the requisite skill and experience, and in compliance with all applicable laws, including all Privacy Laws and all applicable export-control, sanctions, and anti-corruption laws.

5.6 No Government or Third-Party Funding. No Work Product has been or will be developed using the funding, facilities, equipment, personnel, or resources of any government, university, research institution, or other third party that could give rise to any claim of ownership, march-in right, license, or interest in the Work Product.

5.7 Accuracy of Exhibit A. Exhibit A is complete and accurate as of the Effective Date, and Contractor shall promptly notify Company in writing of any change.

6. INDEPENDENT CONTRACTOR STATUS

6.1 Relationship. Contractor is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or fiduciary relationship, except that Contractor owes Company the duties of confidence expressly set forth herein. Contractor has no authority to bind Company or to make any representation, warranty, or commitment on Company's behalf.

6.2 Control, Taxes, and Benefits. Contractor controls the manner and means of performing the Services, subject to Company's specifications, security requirements, and deadlines. Contractor is solely responsible for all taxes, withholdings, contributions, licenses, permits, and insurance relating to Contractor and its Representatives, and shall indemnify Company against any claim arising from Contractor's failure to satisfy such obligations. Contractor and its Representatives are not eligible for and waive any claim to any Company employee benefit.

6.3 No Exclusivity Except as Provided. Contractor may perform services for others, subject at all times to Sections 2, 4, and 12 and to Contractor's obligation to avoid conflicts of interest. Contractor shall disclose in writing, before accepting it, any engagement with any person or entity that develops, markets, or operates a product or service competitive with the Platform, or that is a client, prospect, or competitor of Company.

6.4 At-Will Engagement. The engagement is at will and may be terminated by either Party at any time, with or without cause and with or without notice, subject to any separate statement of work. Termination does not affect any obligation under this Agreement that by its nature survives.

7. DATA SECURITY

7.1 Security Program. Contractor shall implement, maintain, and enforce a written information security program with administrative, technical, and physical safeguards appropriate to the sensitivity of the Confidential Information and Personal Information Contractor accesses, and shall comply in all respects with the requirements set forth in **Exhibit B**, which is incorporated into this Agreement by reference.

7.2 Access Discipline. Contractor shall access Company systems only through Company-issued or Company-approved credentials, shall enable multi-factor authentication on every account with access to Company systems or data, shall never share, transfer, export, or reuse credentials, shall not create or use any shadow, personal, or unauthorized account, integration, API key, service account, or third-party application connection, and shall access only the minimum data necessary to perform the assigned task.



7.3 Devices and Environment. Contractor shall perform the Services only on devices that are encrypted at rest, patched to current supported versions, protected by endpoint security software and screen lock, and free of unauthorized remote-access, screen-recording, or file-sync software. Contractor shall not permit any other person to use a device that stores or accesses Confidential Information, and shall not perform the Services over any untrusted public network without a Company-approved VPN.

7.4 Production Data. Contractor shall not copy, extract, replicate, or use production data, client data, or Personal Information in any development, testing, staging, demonstration, training, or local environment. Contractor shall use only synthetic or Company-approved de-identified datasets for non-production purposes.

7.5 Security Incident Notification. Contractor shall notify Company, in writing to the contact designated in Section 17, **within twenty-four (24) hours** of discovering or suspecting any actual or attempted unauthorized access to, acquisition of, use of, disclosure of, loss of, alteration of, or destruction of Confidential Information, Company Materials, Personal Information, or Company credentials, or any device compromise, malware infection, phishing compromise, or breach of this Section 7 or Exhibit B (each a "**Security Incident**"). Contractor shall not notify any third party, regulator, or affected individual regarding a Security Incident involving Company data without Company's prior written consent unless legally compelled. Contractor shall, at Contractor's expense: preserve all logs and evidence; cooperate fully with Company's investigation and any forensic examination; provide root-cause analysis and remediation plans; and bear all reasonable costs Company incurs in investigating, remediating, notifying, and responding to a Security Incident caused by Contractor's act, omission, or breach.

7.6 Audit and Verification. Upon reasonable notice, Company or its designee may review Contractor's compliance with this Section 7 and Exhibit B, including by requesting completed security questionnaires, policy documentation, access logs, penetration test summaries, subcontractor lists, and written certifications. Contractor shall cooperate promptly and at its own cost. Company's exercise or non-exercise of this right does not relieve Contractor of any obligation or constitute approval of Contractor's practices.

7.7 Personnel Screening. Before granting any Representative access to Confidential Information, Contractor shall verify the Representative's identity and, to the extent permitted by applicable law, conduct background screening appropriate to the access level, and shall ensure the Representative is bound as required by Section 2.4(a).

8. PRIVACY AND PERSONAL INFORMATION

8.1 Limited Role. To the extent Contractor accesses or processes Personal Information on Company's behalf, Contractor acts solely as a "service provider," "processor," or equivalent under applicable Privacy Law, and only on Company's documented instructions. Contractor is not a "third party," "business," or "controller" with respect to such Personal Information.

8.2 Prohibited Uses. Contractor shall not: (a) sell, share, rent, release, disclose, or transfer Personal Information, or use it for cross-context behavioral advertising; (b) retain, use, or disclose Personal Information for any purpose other than performing the Services specified by Company, including any commercial purpose of Contractor; (c) combine Personal Information received from or on behalf of Company with information Contractor receives from any other source, except as permitted by Privacy Law and authorized by Company; or (d) use Personal Information to train, fine-tune, or improve any model or product other than exclusively for Company.



8.3 Processor Obligations. Contractor shall: process Personal Information only for the documented purpose, nature, duration, and categories of data subjects communicated by Company; implement the security measures required by Section 7 and Exhibit B; ensure each Representative with access is bound by confidentiality; not engage any subprocessor without Company's prior written authorization and a written contract imposing equivalent obligations; assist Company in responding to data subject requests, regulatory inquiries, data protection impact assessments, and breach obligations; make available information reasonably necessary to demonstrate compliance; and, at Company's election, delete or return all Personal Information at the end of the engagement.

8.4 Cross-Border Transfers. Where Contractor is located outside the United States or processes Personal Information outside the country of origin, Contractor shall (a) not transfer Personal Information to any jurisdiction without Company's prior written approval, (b) execute and comply with any transfer mechanism Company requires, including the European Commission Standard Contractual Clauses, the UK International Data Transfer Addendum, and any successor or equivalent instrument, which upon execution are incorporated into this Agreement, (c) implement supplementary technical and organizational measures Company reasonably requires, and (d) promptly notify Company if Contractor receives any government or law-enforcement request for Company data or becomes subject to any law that would prevent compliance with this Section, and challenge any such request to the extent lawful.

8.5 Data Localization and Storage. Contractor shall store Confidential Information and Personal Information only in Company-approved systems and geographic regions and shall not replicate or back it up to any other location or provider.

8.6 Deletion Verification. On termination, and at any time on Company's request, Contractor shall securely and permanently delete all Personal Information in Contractor's possession or control using methods that render it unrecoverable, and shall certify deletion in the form of **Exhibit C**.

9. RETURN AND DESTRUCTION OF MATERIALS

9.1 Obligation. Immediately upon the earlier of (a) termination or expiration of the engagement for any reason, (b) Company's written request at any time, or (c) the completion of the task for which particular Confidential Information was provided, Contractor shall: return to Company all Company Materials and all tangible embodiments of Confidential Information; permanently and irretrievably delete all electronic copies of Confidential Information, Work Product, and Company data from all systems, devices, accounts, repositories, backups, archives, caches, messaging histories, email accounts, cloud storage, local drives, removable media, and AI tool histories in Contractor's possession or control; delete or transfer to Company all repositories, branches, forks, and clones; revoke and destroy all credentials, keys, and tokens; and disconnect all integrations and third-party application connections.

9.2 No Retained Copies. Contractor shall retain no copy, extract, summary, abstract, note, derivative, or reproduction of any Confidential Information or Work Product in any form, and shall not rely on any exception for routine backups. If applicable law or a litigation hold requires Contractor to retain a copy, Contractor shall notify Company in writing, retain only what is legally required, continue to protect it under this Agreement, isolate it from all other use, and delete it as soon as retention is no longer required.

9.3 Certification. Contractor shall deliver to Company the signed certification in the form of **Exhibit C** within five (5) business days after termination or Company's request. Company may withhold any final payment otherwise due until it receives the certification, to the extent permitted by applicable law.



9.4 Continuing Obligations. Return or destruction of materials does not release Contractor from any obligation under this Agreement.

10. WORK PRODUCT DELIVERY AND TRANSITION

10.1 Delivery. On termination, or on Company's request at any time, Contractor shall promptly deliver to Company all Work Product in Company's preferred formats, including complete and current source code with full commit history, build and deployment instructions, environment and dependency manifests, infrastructure configurations, database schemas and migrations, API documentation, design source files, prompt and agent definitions, evaluation sets, test suites, credentials and account ownership, and all documentation necessary for a competent third party to maintain, build, deploy, and operate the Work Product without Contractor's assistance.

10.2 No Withholding. Contractor shall not withhold, encrypt, disable, degrade, delete, obfuscate, or condition delivery of, or access to, any Work Product, Company Materials, repository, environment, account, credential, or data for any reason, including any actual or claimed dispute over payment or any other matter. Contractor waives any lien, retention right, offset, or self-help remedy over Company IP, Company data, and Company systems. Contractor's sole remedy for any payment dispute is a claim for the amount alleged to be due.

10.3 Transition Assistance. For thirty (30) days following termination, Contractor shall provide reasonable transition assistance, including knowledge transfer and answering questions from Company or its designee, at Contractor's most recent rate for time actually worked.

10.4 Third-Party Accounts. Any account, domain, repository, license, subscription, API key, or service registered or procured by Contractor in connection with the Services is held for Company's benefit, and Contractor shall transfer full ownership and administrative control to Company on request, at no cost.

11. NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT

11.1 Statutory Notice. Pursuant to 18 U.S.C. § 1833(b), Contractor is hereby notified that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret except pursuant to court order.

11.2 Protected Activity. Nothing in this Agreement prohibits or restricts Contractor from: filing a charge or complaint with, providing truthful information to, or participating in an investigation or proceeding conducted by any federal, state, or local governmental agency or self-regulatory organization, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, and the Department of Justice; making disclosures protected under any applicable whistleblower statute; testifying truthfully under subpoena or court order; or disclosing information regarding conduct Contractor reasonably believes to be unlawful discrimination, harassment, retaliation, or a sexual assault. Contractor is not required to notify Company before or after engaging in any such



protected activity. Nothing in this Agreement limits Contractor's right to receive an award from a governmental whistleblower program.

11.3 Construction. This Section controls over any conflicting provision of this Agreement.

12. RESTRICTIVE COVENANTS

12.1 Acknowledgment. Contractor acknowledges that: Contractor will be given access to Company's trade secrets, client relationships, pricing, and methodologies that Contractor would not otherwise have; Company's client relationships and goodwill are protectable business interests developed at substantial expense; the covenants in this Section are ancillary to and supported by Company's disclosure of Confidential Information and are reasonable in scope, duration, and geographic reach given the nationwide and remote nature of Company's business; and the covenants will not prevent Contractor from earning a livelihood in Contractor's trade.

12.2 Non-Solicitation of Clients. During the Term and for **twelve (12) months** after it ends, Contractor shall not, directly or indirectly, on Contractor's own behalf or for any other person or entity: (a) solicit, induce, or attempt to induce any Company client, prospective client, design partner, or pipeline account to terminate, reduce, decline to renew, or diminish its relationship or prospective relationship with Company; or (b) solicit or accept business from any such client or prospective client for any product or service competitive with the Platform or with Company's advisory, diagnostic, measurement, attribution, subscription, or agent offerings. This restriction applies only to clients and prospects (i) with whom Contractor had contact, (ii) about whom Contractor received Confidential Information, or (iii) whom Contractor knew to be a client or active prospect of Company, in each case during the Term or the twelve (12) months preceding its end.

12.3 Non-Solicitation of Personnel. During the Term and for **twelve (12) months** after it ends, Contractor shall not, directly or indirectly, solicit, recruit, hire, engage, or induce, or attempt to solicit, recruit, hire, engage, or induce, any employee, contractor, consultant, or advisor of Company with whom Contractor had contact or about whom Contractor received Confidential Information during the Term, to terminate or reduce that person's relationship with Company or to provide services to Contractor or any third party. A general advertisement not targeted at Company personnel is not a breach of this Section, but hiring a person who responds to it is.

12.4 Limited Non-Competition. During the Term and for **twelve (12) months** after it ends, Contractor shall not, directly or indirectly, own, manage, operate, control, finance, be employed or engaged by, consult for, advise, or provide services to any person or entity that develops, markets, sells, or operates a measurement, attribution, lead-journey, lead-disposition, call-center performance, or AI-agent marketing or revenue-operations software product or subscription service **marketed to home services, home improvement, home remodeling, or contractor businesses in the United States**. This Section does not restrict Contractor from (a) performing general software development, design, or engineering services for any person or entity outside the restricted field described above, (b) holding a passive investment of less than two percent (2%) of a publicly traded company, or (c) continuing any engagement disclosed in writing to and approved by Company before the Effective Date.

12.5 No Circumvention. Contractor shall not accomplish indirectly, through any Representative, affiliate, agency, family member, alias, or other person or entity, anything Section 12 prohibits Contractor from doing directly.

12.6 Tolling. If Contractor breaches Section 12.2, 12.3, or 12.4, the applicable restricted period is extended by the duration of the breach, so that Company receives the full benefit of the bargained-for period.



12.7 Notice to Subsequent Engagers. During the restricted periods, Contractor shall provide a copy of Sections 2, 3, 4, and 12 of this Agreement to any prospective client or employer in the restricted field before accepting an engagement, and Company may notify any such person of Contractor's obligations.

12.8 Reformation and Severability of Covenants. The Parties intend the covenants in this Section to be enforced to the fullest extent permitted by applicable law. If any covenant is held overbroad or otherwise unenforceable, the court or arbitrator is expressly authorized and requested to reform, blue-pencil, and enforce it to the maximum extent permitted rather than to invalidate it. If a covenant cannot be reformed, it shall be severed and all remaining provisions, including Sections 2, 3, and 4, remain in full force. Sections 2, 3, and 4 are independent of this Section 12 and are not limited or narrowed by it.

12.9 Statutory Limits. Nothing in this Section 12 is intended to apply to any person, or in any manner or jurisdiction, in which it would be prohibited by applicable law, and this Section shall be construed and applied so as not to restrict any activity that applicable law provides may not be restricted.

13. REMEDIES

13.1 Irreparable Harm and Injunctive Relief. Contractor acknowledges that a breach or threatened breach of Sections 2, 3, 4, 7, 8, 9, 10, or 12 would cause Company immediate, substantial, and irreparable harm not adequately compensable by money damages, and that the extent of such harm would be difficult to ascertain. Accordingly, Company is entitled, in addition to all other remedies, to seek and obtain temporary, preliminary, and permanent injunctive relief, specific performance, an accounting, a constructive trust, and an order for the seizure, return, or destruction of materials, in each case **without the necessity of posting a bond or other security** (or, where a bond is required, in the minimum amount permitted) and **without the necessity of proving actual damages**. Contractor waives any defense that Company has an adequate remedy at law.

13.2 Cumulative Remedies and Disgorgement. All remedies are cumulative. Company may recover all direct, consequential, and incidental damages, lost profits, the reasonable value of a license or royalty, and, at Company's election, disgorgement of all revenue, profit, compensation, equity, and other consideration Contractor or any third party received arising from or attributable to the breach.

13.3 Fees and Costs. In any action or proceeding to enforce or interpret this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees, expert fees, forensic and investigative costs, and court, arbitration, and collection costs, in addition to any other relief awarded. Company is additionally entitled to exemplary damages and attorneys' fees to the fullest extent available under the Defend Trade Secrets Act and any applicable state trade secrets act.

13.4 Indemnification. Contractor shall defend, indemnify, and hold harmless Company and its members, managers, officers, employees, agents, clients, successors, and assigns from and against any and all claims, demands, actions, losses, liabilities, damages, judgments, settlements, fines, penalties, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Contractor's breach of this Agreement or of any representation or warranty herein; (b) any claim that the Work Product infringes, misappropriates, or violates any third-party right; (c) any Security Incident or Privacy Law violation caused by Contractor or its Representatives; (d) any act or omission of any Representative; (e) any claim relating to Contractor's status, taxes, or benefits; or (f) Contractor's gross negligence or willful misconduct. Contractor's obligations under this Section are not limited by any insurance coverage or by any limitation of liability elsewhere.



13.5 No Limitation of Liability. Contractor's liability under this Agreement is not subject to any cap, exclusion of consequential damages, or other limitation, whether set forth in any statement of work, master services agreement, purchase order, invoice, or other document, and any such limitation is expressly disclaimed as to this Agreement. Any conflicting limitation in another document is superseded by this Section as to the subject matter of this Agreement.

13.6 Set-Off. Company may set off against any amount owed to Contractor any amount Contractor owes Company under this Agreement, to the extent permitted by applicable law.

14. INSURANCE

Contractor shall, if and to the extent Company so requests in writing, obtain and maintain at its own expense, throughout the Term and for two (2) years thereafter, (a) commercial general liability insurance, (b) technology errors and omissions / professional liability insurance, and (c) cyber liability insurance covering data breach response, network security, and privacy liability, each with limits of not less than **[\$1,000,000]** per claim and in the aggregate, written by insurers with an A.M. Best rating of A- or better. Contractor shall name Company as an additional insured where permitted, provide certificates of insurance on request, and give Company thirty (30) days' notice of cancellation or material change.

15. GOVERNING LAW

15.1 Governing Law. This Agreement, and all claims and disputes arising out of or relating to it or to the engagement, whether in contract, tort, statute, or otherwise, are governed by and shall be construed in accordance with the laws of the State of **Missouri**, without regard to any conflict-of-laws principle that would result in the application of the law of another jurisdiction. *[Alternate: substitute "Commonwealth of Virginia" and "Virginia" throughout Sections 15 and 16 if Virginia is selected. Select one governing state before execution; do not leave both.]*

15.2 Exclusion of the U.N. Convention. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

15.3 No Application of Contractor's Local Law. To the maximum extent permitted, Contractor waives the application of the law of Contractor's domicile or place of performance to the interpretation or enforcement of this Agreement, except where such law is non-waivable.

16. DISPUTE RESOLUTION

16.1 Contractors Domiciled in the United States. For any Contractor domiciled or principally located in the United States, the state and federal courts located in **[County], Missouri** have exclusive jurisdiction over any action arising out of or relating to this Agreement. Each Party irrevocably consents to the personal jurisdiction and venue of those courts, waives any objection based on *forum non conveniens* or improper venue, and consents to service of process by the methods in Section 17.

16.2 Contractors Domiciled Outside the United States. For any Contractor domiciled or principally located outside the United States, any dispute arising out of or relating to this Agreement that is not resolved by



negotiation within thirty (30) days shall be finally resolved by binding arbitration administered by the **International Centre for Dispute Resolution** of the American Arbitration Association under its International Arbitration Rules, before **one (1)** arbitrator, with the seat and legal place of arbitration in **[City], Missouri, United States**, conducted in the **English** language, with the award rendered in **United States dollars**. Judgment on the award may be entered in any court of competent jurisdiction, and each Party consents to enforcement of the award under the New York Convention. The arbitrator has authority to grant interim and permanent injunctive relief and to reform the covenants under Section 12.8.

16.3 Injunctive Relief Carve-Out. Notwithstanding Section 16.2, either Party may at any time seek temporary, preliminary, or permanent injunctive or other equitable relief, or an order for the return, preservation, or destruction of materials, from any court of competent jurisdiction, including any court in the jurisdiction where Contractor is located or where Confidential Information may be found, without first pursuing or exhausting arbitration and without such action constituting a waiver of arbitration.

16.4 Waiver of Jury Trial. To the fullest extent permitted by law, each Party knowingly, voluntarily, and irrevocably waives any right to a trial by jury in any proceeding arising out of or relating to this Agreement.

16.5 Waiver of Class and Representative Actions. All disputes shall be brought in the Party's individual capacity only, and not as a plaintiff, class member, or representative in any purported class, collective, consolidated, or representative proceeding.

16.6 Limitations Period. Any claim by Contractor arising out of or relating to this Agreement or the engagement must be brought within **one (1) year** after the claim accrues or is forever barred, to the extent such a period is enforceable under applicable law. This Section does not limit the time within which Company may bring any claim.

17. NOTICES

All notices under this Agreement shall be in writing and delivered to the addresses below by (a) personal delivery, (b) nationally recognized overnight courier, (c) certified or registered mail, return receipt requested, or (d) email with confirmation of transmission. Notice is effective on receipt, or on the first business day after transmission for email. Either Party may change its notice address by notice given under this Section.

To Company:

ConversionOS IQ, LLC

Attn: Lauren Kingsley, [Title]

[Street Address]

[City, State ZIP]

Email: [legal@ or notices@ address]

To Contractor:

[Contractor Legal Name]

Attn: [Name, Title]

[Street Address]



[City, State/Province, Postal Code, Country]

Email: [Email Address]

18. GENERAL PROVISIONS

18.1 Entire Agreement. This Agreement, together with its Exhibits, is the complete and exclusive statement of the Parties' agreement concerning confidentiality, intellectual property ownership, data security, privacy, and restrictive covenants, and supersedes all prior and contemporaneous proposals, understandings, representations, and agreements on those subjects, whether oral or written.

18.2 Conflict. If any provision of any statement of work, master services agreement, purchase order, invoice, click-through term, platform term, or other document conflicts with this Agreement on the subjects listed in Section 18.1, this Agreement controls, unless the other document expressly identifies this Agreement by title and date and states that it is amended.

18.3 Amendment and Waiver. No amendment to this Agreement is effective unless in a writing signed by both Parties. No waiver is effective unless in a writing signed by the waiving Party. No failure or delay in exercising any right operates as a waiver, and no single or partial exercise precludes any further exercise. Company's waiver of any breach is not a waiver of any other or subsequent breach.

18.4 Severability and Savings. If any provision is held invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed, and all remaining provisions remain in full force. The Parties intend that every provision be enforced to the fullest extent permitted by law.

18.5 Assignment. Contractor may not assign, delegate, subcontract, or otherwise transfer this Agreement or any right or obligation under it, by operation of law or otherwise, without Company's prior written consent; any attempted transfer without consent is void. Company may freely assign or transfer this Agreement, in whole or in part, without Contractor's consent, including to any affiliate, successor, or acquirer of all or substantially all of Company's assets, equity, or the Platform, and including in connection with any financing, reorganization, merger, or sale. This Agreement binds and benefits the Parties and their permitted successors and assigns.

18.6 Third-Party Beneficiaries. Company's clients, affiliates, successors, and assigns are intended third-party beneficiaries of Sections 2, 3, 4, 7, 8, and 12 and may enforce them directly.

18.7 Survival. Sections 1, 2, 3, 4, 5, 7.5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and all Exhibits, survive termination or expiration of the engagement and of this Agreement indefinitely, or for the periods expressly stated.

18.8 Construction. Section headings are for convenience only. "Including" means "including without limitation." "Or" is not exclusive. Singular includes plural and vice versa. Any reference to a statute includes its successors and implementing regulations. No rule of construction against the drafting Party applies; each Party has had the opportunity to consult counsel of its choosing.

18.9 Independent Covenants. Each covenant in this Agreement is independent. Contractor's obligations are not excused, suspended, or discharged by any claim, defense, breach, or alleged breach by Company, including any dispute over payment; Contractor's sole remedy for any Company breach is a separate claim for damages.



CONTRACTOR CONFIDENTIALITY, INVENTION ASSIGNMENT & DATA SECURITY AGREEMENT

18.10 Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each an original and all one instrument, and may be executed and delivered by electronic signature, electronic transmission, or through an electronic signature service, each of which has the same force and effect as an original manual signature.

18.11 Force Majeure. No event of force majeure excuses any obligation under Sections 2, 3, 4, 8, 9, or 12.

18.12 Voluntary Agreement. Contractor acknowledges that Contractor has read this Agreement in full, understands it, has had a reasonable opportunity to consult independent legal counsel of Contractor's choosing regarding it, and signs it voluntarily, in exchange for the engagement, compensation, and access to Confidential Information, which Contractor acknowledges to be adequate and sufficient consideration.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

CONVERSIONOS IQ, LLC

d/b/a Lauren Kingsley Strategy

By: _____

Name: **Lauren Kingsley**

Title: **[Managing Member / Chief Executive Officer]**

Date: _____

CONTRACTOR

[CONTRACTOR FULL LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

If Contractor is an entity, the individual signing below also executes this Agreement in his or her individual capacity and agrees to be personally bound by Sections 2, 3, 4, and 12:

Signature: _____

Printed Name: _____

Date: _____



EXHIBIT A — PRIOR INVENTIONS AND EXCLUDED WORKS

Contractor lists below all inventions, works of authorship, code, libraries, tools, templates, frameworks, prompts, models, datasets, and other intellectual property that (i) Contractor owns or co-owns, (ii) were made or acquired before the Term or entirely outside the scope of the Services, and (iii) Contractor wishes to exclude from the assignment in Section 3.3.

If no Prior Inventions exist, Contractor must check the box below. A blank Exhibit A with no box checked is deemed a representation that there are no Prior Inventions.

☐ **No Prior Inventions.** Contractor has no Prior Inventions to disclose.

☐ **Prior Inventions listed below.**

#	Title / Description	Date Created	Owner(s)	Registration or Filing No. (if any)	Restrictions on Company's Use
1					
2					
3					
4					
5					

Contractor further confirms: no Prior Invention will be incorporated into the Work Product without Company's prior written consent; any Prior Invention that is nonetheless incorporated is licensed to Company as provided in Section 3.8; and Contractor will promptly update this Exhibit in writing if anything changes.

Contractor Signature: _____ Date: _____

Printed Name: _____



EXHIBIT B — DATA SECURITY AND PRIVACY REQUIREMENTS

These requirements are incorporated into and form part of the Agreement. Where a requirement conflicts with a Company written instruction, the more protective controls apply.

B-1. Access Control and Identity

1. Access only via Company-issued or Company-approved accounts and credentials. No shared, generic, or group accounts.
2. Multi-factor authentication enabled on every account with access to Company systems, data, code, or email — hardware key or authenticator app preferred; SMS only where no alternative exists.
3. Unique, complex passwords, at least sixteen (16) characters, stored only in a reputable password manager. No reuse across services. No credentials in code, comments, tickets, chat, screenshots, or documents.
4. No sharing, exporting, delegating, or transferring credentials, keys, tokens, or sessions to any person, including Contractor's own personnel, without Company's written authorization.
5. Least privilege: request and hold only the minimum access necessary for the assigned task; report over-provisioned access to Company.
6. Notify Company within twenty-four (24) hours whenever any Representative with access leaves Contractor's organization or ceases work on Company matters, so access can be revoked.

B-2. Endpoint and Environment

7. Full-disk encryption enabled on every device used for the Services.
8. Operating system, browser, and development tooling patched to currently supported versions; automatic updates enabled.
9. Reputable endpoint protection / anti-malware installed and active.
10. Automatic screen lock after no more than ten (10) minutes of inactivity; device locked whenever unattended.
11. No use of shared, public, kiosk, internet-café, or family-shared computers. Devices used for the Services are not to be used by any other person.
12. No unauthorized remote-access, screen-sharing, screen-recording, clipboard-sync, or consumer file-sync software with access to Company data.
13. Work performed only over a trusted network or, where a public or untrusted network is unavoidable, through a Company-approved VPN. No use of untrusted public Wi-Fi without VPN.
14. Physical security: devices and any printed materials kept secure, never left unattended in a vehicle or public place, and shredded when disposed of.

B-3. Data Handling

15. Confidential Information stored **only** in Company-designated systems (repositories, drives, project tools, environments). No storage in personal cloud accounts, personal email, personal devices, consumer messaging apps, local downloads folders, USB drives, or unapproved note-taking or AI tools.



16. No transmission of Confidential Information by unencrypted email, SMS, or consumer messaging. Use Company-approved channels; encrypt files in transit and at rest.
17. No copying production data, client data, call recordings, transcripts, lead records, or Personal Information into development, test, staging, demo, local, or training environments. Use synthetic or Company-approved de-identified data.
18. No printing, screenshotting, screen recording, photographing, or dictating Confidential Information except as strictly necessary and approved.
19. Data minimization: request, hold, and retain the least data for the shortest time necessary.
20. Secure deletion using methods that render data unrecoverable; empty trash, purge caches, clear AI tool histories, and delete cloud versions and backups.

B-4. Code, Repositories, and Development

21. All code committed only to Company-designated repositories. No personal forks, clones, mirrors, gists, or archives; no pushing Company code to any personal or third-party account.
22. No public repositories, no public packages, no public CI logs containing Company code, configuration, or data.
23. Secrets managed only through Company-approved secret management. No secrets in source control, environment files committed to a repository, images, or logs.
24. Signed commits and branch protection where Company requires them; code review before merge to protected branches.
25. Dependency hygiene: pin versions; use only vetted, actively maintained packages from official registries; run vulnerability scanning; obtain written approval before adding any new dependency, per Section 5.3.
26. No copyleft or reciprocal-licensed components, per Section 5.3. Maintain a current software bill of materials.
27. No malicious, hidden, or undocumented functionality, per Section 5.4. No unauthorized telemetry, analytics, or outbound calls to any endpoint Company has not approved.
28. Secure coding practices, including input validation, output encoding, parameterized queries, authentication and authorization checks, encryption of sensitive fields, and safe error handling that does not leak data.
29. No production access, deployment, migration, or destructive operation without Company's express authorization and, where applicable, a tested rollback plan.

B-5. Artificial Intelligence Tools

30. No Confidential Information, Company data, Personal Information, or Work Product into any AI or ML tool without Company's written approval of that specific tool and use, per Section 2.9.
31. Where approved: use only the enterprise or zero-data-retention configuration Company designates; disable training, history, memory, and human-review settings; do not connect the tool to Company repositories, drives, email, or ticketing without separate written approval.
32. Never paste credentials, keys, tokens, client identifiers, call transcripts, or Personal Information into any AI tool.



- 33. Maintain a written log of AI tools used, purposes, and categories of information submitted; provide it to Company on request.
- 34. All AI-assisted output is Work Product; Contractor remains fully responsible for its originality, license cleanliness, security, and accuracy under Section 5.

B-6. Subcontractors and Personnel

- 35. No subcontractor, agency, offshore team member, freelancer, or other Representative may access Confidential Information without Company's prior written approval and a signed agreement at least as protective as this Agreement, per Section 2.4(a) and **Exhibit D**.
- 36. Identity verification and, where lawful, background screening of every Representative with access.
- 37. Documented onboarding and offboarding, including access provisioning and same-day revocation on departure.
- 38. Annual security and confidentiality training for every Representative with access.

B-7. Incident Response

- 39. Report any actual or suspected Security Incident to Company in writing within **twenty-four (24) hours** of discovery, per Section 7.5, including what happened, when, what data and systems were affected, and what containment steps were taken.
- 40. Preserve all logs, images, devices, and evidence; take no action that destroys evidence.
- 41. Cooperate fully and at Contractor's expense with Company's investigation, forensics, remediation, and notification obligations.
- 42. Make no external, regulatory, client, or public communication about an incident involving Company data without Company's prior written consent, unless legally compelled.

B-8. Privacy

- 43. Process Personal Information only on Company's documented instructions and only for the Services, per Section 8.
- 44. No selling, sharing, or secondary use of Personal Information; no cross-context behavioral advertising; no combining with other sources without authorization.
- 45. No cross-border transfer of Personal Information without Company's written approval and an approved transfer mechanism, per Section 8.4.
- 46. Assist Company promptly with data subject requests, regulatory inquiries, assessments, and breach notification.
- 47. Delete or return all Personal Information at the end of the engagement and certify deletion per **Exhibit C**.

B-9. Offboarding

- 48. On termination or request: return all Company Materials; delete all Confidential Information, Work Product, and Company data from every system, device, account, repository, backup, archive, cache, message history, and AI tool history; delete forks and clones; revoke and destroy credentials, keys, and



tokens; disconnect all integrations; and transfer any accounts, domains, or licenses held for Company's benefit.

49. Deliver the completed **Exhibit C** certification within five (5) business days.



EXHIBIT C — CERTIFICATION OF RETURN AND DESTRUCTION

Reference: Contractor Confidentiality, Invention Assignment, and Data Security Agreement between **ConversionOS IQ, LLC** (d/b/a Lauren Kingsley Strategy) and **[Contractor Legal Name]**, dated **[Effective Date]** (the "Agreement").

The undersigned, on behalf of Contractor and each of Contractor's Representatives, certifies to Company as follows:

1. **Delivery of Work Product.** All Work Product has been delivered to Company in complete and current form, including source code with full commit history, build and deployment instructions, dependency and environment manifests, infrastructure configuration, database schemas and migrations, documentation, design source files, prompt and agent definitions, evaluation sets, test suites, and all credentials and administrative control, as required by Section 10.
2. **Return of Materials.** All Company Materials and all tangible embodiments of Confidential Information in Contractor's possession, custody, or control have been returned to Company.
3. **Deletion.** All electronic copies of Confidential Information, Work Product, Personal Information, and Company data have been permanently and irretrievably deleted from every system, device, and account in Contractor's possession or control, including, as applicable: laptops, desktops, servers, mobile devices, tablets, and removable media; local and network drives; cloud storage and file-sync services; email accounts, sent items, drafts, and archives; chat and messaging histories; ticketing, project management, and note-taking tools; code repositories, including all branches, forks, clones, mirrors, and local working copies; build systems, CI/CD logs, and artifact registries; databases, data warehouses, and exports; backups, snapshots, and archives; caches, temporary files, and clipboard history; and all artificial intelligence and machine learning tool histories, memories, and uploaded-file stores.
4. **Credentials and Access.** All Company-issued or Company-related credentials, API keys, tokens, certificates, SSH keys, and sessions have been revoked or destroyed; all multi-factor devices deregistered; all third-party application connections and integrations to Company systems disconnected; and Contractor has not retained any means of accessing any Company system.
5. **Accounts Transferred.** All accounts, domains, repositories, licenses, subscriptions, and services registered or procured in connection with the Services have been transferred to Company's ownership and administrative control, or Company has confirmed in writing that transfer is not required.
6. **Representatives.** Each Representative who had access has completed the same return, deletion, and revocation steps, and Contractor has verified this.
7. **No Retained Copies.** Neither Contractor nor any Representative has retained any copy, extract, summary, note, abstract, screenshot, recording, derivative, or reproduction of any Confidential Information or Work Product in any form or medium.
8. **Legally Required Retention (if any).** Check one:
 - ☐ No Confidential Information has been retained for any reason.
 - ☐ Contractor is required by applicable law or a litigation hold to retain the following, and only the following, which remains subject to all obligations of the Agreement, is isolated from all other use, and will be deleted as soon as retention is no longer required:



CONTRACTOR CONFIDENTIALITY, INVENTION ASSIGNMENT & DATA SECURITY AGREEMENT

- _____
- _____
9. **Continuing Obligations.** Contractor acknowledges that its obligations under the Agreement, including Sections 2, 3, 4, 8, 11, 12, and 13, survive and continue in full force notwithstanding this certification.
10. **Truth of Certification.** The undersigned has made reasonable and diligent inquiry and certifies that the statements above are true, complete, and accurate.

CONTRACTOR

[Contractor Legal Name]

Signature: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT D — SUBCONTRACTOR AND PERSONNEL FLOW-DOWN ACKNOWLEDGMENT

To be signed by each individual — including each employee, subcontractor, freelancer, or agency team member of Contractor — before that individual is granted any access to Company systems, data, code, or Confidential Information.

Reference: Contractor Confidentiality, Invention Assignment, and Data Security Agreement between **ConversionOS IQ, LLC** (d/b/a Lauren Kingsley Strategy) ("Company") and **[Contractor Legal Name]** ("Contractor"), dated **[Effective Date]** (the "Agreement").

The undersigned individual ("**Personnel**") acknowledges and agrees:

1. **Notice.** Personnel has been provided with and has read Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, and 13 of the Agreement and Exhibit B, and understands them.
2. **Direct Obligation.** Personnel is personally and directly bound by the confidentiality, non-use, non-disclosure, no-resale, security, privacy, return-and-destruction, and restrictive-covenant obligations of the Agreement to the same extent as Contractor, and Company may enforce them directly against Personnel as an intended third-party beneficiary and as a party to this Exhibit D.
3. **Assignment of Work Product.** Personnel **hereby irrevocably assigns** to Company, effective automatically at the moment of creation and without further act or consideration, Personnel's entire right, title, and interest, throughout the universe and in perpetuity, in and to all Work Product and all Intellectual Property Rights therein, and irrevocably waives all moral rights and rights of attribution therein, on the same terms as Sections 3.3, 3.4, and 3.5 of the Agreement. Personnel grants Company the same power of attorney set forth in Section 3.4 and will execute any further documents Company requests.
4. **No Ownership Claim.** Personnel claims no ownership, license, lien, or other interest in the Platform, the Work Product, or any Company IP, and will assert none.
5. **Security Compliance.** Personnel will comply with Exhibit B in full and will report any actual or suspected Security Incident to Contractor and to Company within twenty-four (24) hours.
6. **AI Tools.** Personnel will not submit any Confidential Information, Company data, or Work Product to any artificial intelligence or machine learning tool except as expressly approved in writing by Company, per Section 2.9.
7. **No Publicity or Portfolio Use.** Personnel will not identify Company or any Company client, or display any Work Product, in any portfolio, résumé, repository, publication, or social media post, per Section 2.10.
8. **Return on Departure.** On ceasing work on Company matters, Personnel will immediately return all Company Materials, delete all Confidential Information and Work Product from all personal systems and accounts, and surrender all credentials and access.
9. **Statutory Notice.** Personnel has received the Defend Trade Secrets Act notice and protected-activity acknowledgment set forth in Section 11 of the Agreement, which apply to Personnel.
10. **Survival and Governing Law.** These obligations survive the end of Personnel's work indefinitely and are governed by the law and dispute resolution provisions in Sections 15 and 16 of the Agreement.

PERSONNEL

Signature: _____



CONTRACTOR CONFIDENTIALITY, INVENTION ASSIGNMENT & DATA SECURITY AGREEMENT

Printed Name: _____

Role: _____

Employer / Engaging Entity: _____

Email: _____

Date: _____

Acknowledged by Contractor:

Signature: _____ Printed Name: _____ Date: _____

End of Agreement and Exhibits.