

1. Scope & Relationship - *What we're doing and how we relate*

1.1 These Terms of Work ("ToW") govern all services Cressio LLC ("Consultant") provides to a client ("Client") unless superseded by a signed engagement letter ("Agreement" or "EL"). 1.2 Consultant is an **independent contractor**; no employment, partnership, or fiduciary relationship is created.

2. Security & Privacy (SOC 2–Aligned Controls) - *How we keep your data safe*

2.1 **Information Security Program.** Consultant maintains administrative, technical, and physical controls aligned to SOC 2 (Security/Availability/Confidentiality) including: risk assessment, access control, encryption, logging/monitoring, change management, vulnerability management, incident response, and vendor management. *Note: alignment≠attestation; no formal audit is implied unless expressly stated in writing.* 2.2 **Access Control.** Least-privilege access; MFA on all production systems; role-based authorization; immediate revocation upon role change/termination. 2.3 **Device & Network.** Company-managed devices, disk encryption, automatic patching, screen-lock timeouts, EDR/AV, and VPN for administrative access. 2.4 **Encryption.** Data **in transit** via TLS 1.2+; data **at rest** with AES-256 (or provider-equivalent). 2.5 **Data Classification.** Client materials are classified as **Public, Internal, Confidential, or Restricted/No-AI**. Client may label any asset "**Restricted — No AI**" (or "No-AI") to exclude it from AI processing (see §5). 2.6 **Logging & Monitoring.** Administrative access and material changes are logged; security logs retained ≥ **12 months**. 2.7 **Change & Vulnerability Management.** Documented change approvals; critical patches applied per risk; annual penetration/vulnerability scans or equivalent. 2.8 **Incident Response.** Breaches are investigated promptly; **notice to Client within 72 hours** of confirming an incident affecting Client Confidential data, with remediation updates. 2.9 **Business Continuity.** Encrypted backups; RPO/RTO commensurate with service tier; typical backup retention **35 days**. 2.10 **Personnel.** Confidentiality agreements for all staff/contractors; security & privacy training; background checks where permitted. 2.11 **Subprocessors.** Consultant may use vetted subprocessors (e.g., hosting, email, AI platforms). A current list is available on request; material changes will be notified in writing (Client may object for reasonable security grounds). If Client objects on reasonable security grounds, the parties will confer in good faith to propose an alternative or compensating controls; if unresolved within 10 days, Client may restrict the specific data flow involved.

3. Confidentiality - *We keep your private info private*

3.1 Each party will use the other's **Confidential Information** solely to perform under the EL/ToW and protect it using at least reasonable care. 3.2 Exclusions: information that is public, already known without duty, independently developed, or rightfully received from a third party.

4. Data Retention & Deletion - *How long we keep your files*

4.1 Working files retained for **24 months** after last billable activity, then securely deleted, except archival backups (which expire per §2.9). 4.2 On written request, Consultant will export Client materials and perform early deletion (subject to technical limits and legal holds).

5. AI & Third-Party Services - *How AI is used and how you can opt out*

5.1 **Permissioned Use.** Client authorizes Consultant to use **AI services** and third-party tools (e.g., transcription, summarization, drafting, code assistants) to create or enhance deliverables. 5.2 **Recorded Meetings.** Unless labeled "No-AI," **recorded meetings may be processed by AI** for transcription, summaries, action items, or drafts. 5.3 **Opt-Out/Labeling.** Client can exclude specific content by (a) labeling materials "**Restricted — No AI**", (b) designating a meeting/segment "No-AI" in the invite or verbally on record, or (c) emailing the request before/within 24 hours after the session. Consultant will document and honor such designations. 5.4 **Model Training.** Consultant will not knowingly permit Client Confidential information to be used by third-party providers for **public model training** where provider controls allow opting out. 5.5 **Attribution & Rights.** Client represents it has rights to all inputs it supplies. Consultant provides no legal advice regarding third-party rights; see §10 (Indemnity).

6. Deliverables; IP - *Who owns what*

6.1 Upon full payment, **Client owns the final deliverables** (e.g., copy, designs, SOPs, audio/video files, reports) **excluding** Consultant's pre-existing tools, frameworks, and templates. 6.2 Consultant retains its background IP and grants Client a **perpetual, royalty-free license** to use such background IP as embedded in the deliverables for Client's internal/business use. 6.3 Consultant may reference non-confidential aspects of the engagement in portfolios/credentials; Client may revoke any specific public reference in writing for reasonable cause.

7. Fees; Invoicing; Expenses - *How billing works*

7.1 **Commercial terms** (rate, term, notice) are in the **Engagement Letter**. If absent, invoices are monthly, **Due on Receipt**, payable by the methods stated in the EL. 7.2 **No Hourly Billing** unless a **signed change order** states hourly scope and rates, in which case rates are tracked via the following Project ID's and descriptions: **Project Management** - For our team's communications with you, as well as onboarding, and documentation. **Automation & UX** - When we are working on flowcharts, user experience design, or website development. **Remote Consultation & Strategy** - These are our remote strategists who have a higher hourly rate. **Business Engineering & Strategy** - This is for when Joshua is working and/or when multiple team members are working for your organization. **Internal Meetings** - This is non-billable time and is when multiple people are working for your organization as mentioned in the above ID: "Business Engineering & Strategy" *This is meant so that we do not double-bill you.* 7.3 **Expenses.** Client

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reimburses **pre-approved** out-of-pocket costs (software/hosting, domains, ads, stock, printing, travel). No single expense without written/email approval. 7.4 **Late balances** may incur a **1.5% late fee** per month and/or service suspension after notice (see EL).

8. **Changes; Acceptance** - *How we handle scope changes and approvals*

8.1 **Change Orders.** Material scope/date/output changes require mutual written/email confirmation before work begins. 8.2 **Acceptance.** Deliverables are deemed accepted **7 days** after delivery unless Client provides specific written feedback; Consultant will cure non-conformities promptly.

9. **Term; Termination** - *How long this lasts and how to stop*

9.1 Term and any **rate-lock** are stated in the EL. After any initial term, services may continue **month-to-month** as specified in the EL. 9.2 Either party may terminate per the EL's notice requirements. Pro-rata refunds apply to prepaid periods beyond the notice window.

10. **Indemnification** - *Who covers what if there's a third-party claim*

10.1 **Client Indemnity.** Client will defend/indemnify/hold harmless Consultant from third-party claims arising from: (a) Client's use or implementation of deliverables, (b) Client-provided materials or instructions, (c) Client's failure to obtain required rights/permissions, or (d) Client breach. 10.2 **Consultant Indemnity.** Consultant will defend/indemnify Client against third-party claims alleging the **final deliverables** (as provided by Consultant) infringe U.S. IP rights, excluding claims arising from Client materials, modifications, or non-recommended uses. Consultant may procure rights, modify, or replace to resolve a claim.

11. **Liability; Disclaimers** - *Our risk cap and no guarantees*

11.1 **Limitation.** Consultant's total aggregate liability is capped at fees paid by Client in the **three (3) months** preceding the event. No liability for indirect, incidental, consequential, special, or punitive damages, or lost profits/data. The foregoing limitations apply to Cressio LLC and its parents, subsidiaries, and affiliates and to their respective members, managers, officers, directors, employees, and contractors. 11.2 **No Guarantees.** Services are best-efforts; outcomes depend on factors outside Consultant's control. Consultant therefore makes no warranties—express or implied—regarding the achievement of any specific result, metric, or financial objective. Services are performed on a professional, commercially reasonable, best-efforts basis only. 11.3 **Survival.** §§2–3, 5–6, 8–11 survive termination. 11.4 **Insurance.** During the term, Cressio LLC will maintain General & Professional Liability (Errors & Omissions) insurance with limits not less than US \$1,000,000 per claim/aggregate. Upon written request, Cressio will provide a certificate of insurance. Client acknowledges that (a) Cressio's insurance does not increase or modify the limitation of liability in this Agreement; (b) no additional insured, waiver of subrogation, or primary/non-contributory endorsements are required unless agreed in a signed change order; and (c) failure to maintain insurance at such limits does not create a separate cause of action beyond the remedies otherwise available under this Agreement. 11.5 **Affiliate Non-Recourse; No Personal Liability.** The services are provided solely by Cressio LLC. Client agrees that no recourse shall be had against Invenst Labs LLC (Cressio's parent), any affiliate, or any of their members, managers, officers, directors, employees, or owners, for any obligation or liability arising out of this Agreement. There are no third-party beneficiaries except that Cressio's affiliates are express third-party beneficiaries of the limitations of liability, indemnities, confidentiality, and non-solicitation protections in this Agreement. The foregoing does not limit Client's rights against Cressio LLC itself.

12. **Non-Solicitation** - *Let's not poach each other's people*

For **6 months** after the term, neither party will solicit the other's personnel/contractors to leave their engagement (general ads excluded), unless by written agreement.

13. **Governing Law; Disputes** - *If there's a disagreement*

This Agreement is governed by the laws of the State of Delaware (without regard to conflicts rules). The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New Castle County, Delaware, waive forum non conveniens, and agree to transfer/dismiss any action filed elsewhere. Parties will confer in good faith for **10 days** before commencing any action.

14. **Order of Precedence** - *Which document wins if there's a conflict*

If this ToW conflicts with an **Engagement Letter**, the **EL controls for commercial terms** (fees, payment method, term, notice). For **security, data, AI, IP, and legal matters**, this **ToW controls**, unless the EL expressly overrides a specific ToW clause.

How our Partners Describe Us



"Josh - you are truly one of the most responsible clients I have ever had. Your diligence is truly appreciated."

- [Adria Jensen](#), Corporate Lawyer, Shumaker Partner



"Cressio did a great job of pinpointing our weaknesses and providing multiple methods of improving productivity and efficiency." - C. Mead Welles, CEO, [Octagon Asset Management, LLC](#)