



Consultant Statement of Work Guide

Purpose: As independent contractors and business owners who are MIND Methodology Certified Consultants, you can and should package and price your services anyway you want to as long as it does not violate the program guidelines. ETW does not restrict how you price your services. The following information is simply to share with you what packaging and pricing has worked so you can use this information to apply to your own business as you deem appropriate. Please find below:

- A statement of work the ETW team currently uses that has been genericized for your reference.
- A generalized customer agreement that you may consider incorporating elements of in your standard agreements. Please work with an attorney to ensure your final version is appropriate for your unique business and offerings, this is not legal advice.
- A generalized agreement for software only. This may be an option if your client does not want your service offering anymore and wishes to just pay you for software.

Overview

A Statement of Work or (SOW) is a document that defines the activities, deliverables, tasks and timeline a consultant will execute for a client.

It is an important tool that sets the boundaries of the project and communicates expectations for all parties. Misunderstandings can affect project success. Defining how a project will be accomplished and listing specific deliverables and objectives improves communication and understanding of expectations and is the foundation for your implementation success and having a happy client.

An SOW provides both legal protection and is how you can manage and keep the project on course in the event of misunderstandings or scope creep.

Key Elements of an SOW include:

- General Information and Introduction
 - Include basic project information
 - The parties to the SOW
- Project information
 - Pertinent project information to set clear expectations
 - Project purpose, description of services, duration, additional expenses, work location, roles and responsibilities, deliverables and acceptance criteria
- Cost
 - Payment details, milestones, and terms
 - Fees, time and materials, expense reimbursement, and a change process
 - The goal is to be clear so when you invoice the client, there is no confusion.
- Authorization
 - This is to ensure the agreement has been approved by all legal parties.
 - Include company name, printed names, titles, signature and dates of execution.

Note: The following is an example of a scope of work for implementing the MIND Methodology to the senior leadership team. Your scope of work should reflect the services you will provide to your client.

It is a good practice to review an SOW together with the client when they ask for it (or after you send it to them) to provide clarity on what deliverables. Occasionally, clients may ask for an adjustment in the payment schedule or want clarification on the deliverables, and you should use your discretion to do so as you see fit.

Example Statement of Work for 1 Year Engagement with Leadership Team

This statement of work (SOW) is confidentially created for [Client.Company] ("Client") to define the work to be performed on their behalf by MY COMPANY ("MYCO").

Objectives and deliverables

Together, MYCO and [Client.Company] collaborate to implement MYCO's Most Important Number and Drivers (MIND) Methodology™ in order to measurably improve your performance and results through better alignment, decision making and accountability. MYCO achieves this through ONE YEAR of coaching and collaborating directly with your [Client.Team] to install the MIND Methodology. This includes the following work and deliverables:

- Identify the [Client.Team] Most Important Number (MIN).
- Craft and prioritize the team's Drivers to improve the Most Important Number.
- Implement weekly MIND Meetings™ to support and sustain the Methodology (facilitated by MYCO for the first eight weeks, then monthly thereafter).
- Identify each functional team leader's MIN (when applicable).

- Develop [Client.Team] members to create more value by thinking and speaking in the language of return on investment (ROI).
- Accelerate individual and collective results through alignment, decision making, and accountability to improve the Most Important Number.
- Measure results through the MIN and Key Performance Indicators (KPIs).
- Configuration, training, and support on the MYCO platform
- Monthly coaching and support (following the first eight weeks) to include:
 - Coaching sessions with [Client.Team] leader
 - Actively participate in the team's MIND Meeting
 - Team coaching in the MIND Meeting on continued application and adherence to the MIND Methodology
 - Ongoing feedback and support on optimizing team execution and performance
- Quarterly refinement of Drivers and KPIs to accelerate results and focus
- Organizational access to the MYCO software platform

Commitments

As part of this engagement, MYCO commits to:

- The full dedication of the MYCO coach as a participating team member focused on improving the most important number
- The quality of all engagements as we fully integrate the MIND Methodology
- Providing ongoing support including updated material and content to sustain the MIND Methodology

[Client.Company] commits to:

- Full and active participation of all team members in the implementation of the MIND Methodology
- Providing the data and resources needed to create the Most Important Number (MIN) and a KPI scorecard for the team
- Designating an MYCO Champion to support and sustain the MIND Methodology

Implementation Journey

Month	1	2	3	4	5	6	7	8	9	10	11	12
Identify and define the MIN(s), Drivers, & KPIs	█	█										
Weekly MIND Meetings and Performance Coaching	█	█										
Monthly MIND Meetings and Performance Coaching			█	█	█	█	█	█	█	█	█	█
MIN and driver refinement			█			█			█			█
Methodology and platform content and support	█	█	█	█	█	█	█	█	█	█	█	█
Access to the ETW platform	█	█	█	█	█	█	█	█	█	█	█	█

Fees

Senior Leadership Team

Name	Price	Teams	Total
Team Coaching and implementation	\$60,000	1	\$60,000

Payment Schedule

Milestone/Month	Amount
Invoiced upon signing	\$30,000
Invoiced monthly at the beginning of the month during months 1 through 12 of implementation	\$2,500
Total	\$60,000

Fees and invoices are paid according to the payment terms set forth here (add link to detailed terms for services here _____) ¹

For access to the ETW software, you agree to the customer agreement found here: <https://themindmethodology/customer-agreement/>.² Upon completion of the 12-month SOW for this team, a software-only licensing option is also available.

Additional service options

MYCO offers additional services through a separate agreement. These arrangements allow consultants to make themselves accessible on-demand as subject matter experts and coaching for either a specified time or on a per-project basis.

Acceptance

Based upon the information presented herein, [Client.Company] engages MYCO to deliver the work described heretofore. IN WITNESS WHEREOF, each party has executed this SOW under seal as of the date below each signature.

MYCO

[Client.Company]

Firstname Lastname

Firstname Lastname

Signature: _____

Signature: _____

Date: _____

Date: _____

Footnotes:

¹We recommend a link to all the detailed terms in order to keep the SOW short. As your terms and conditions change, it is best practice to archive copies of old versions and the time they were in place in case of litigation. A version of a customer agreement has been provided below in the next section as well. For more information and an inexpensive resource for templates to get you started with check out this link from [LegalZoom](#)).

²The preceding sentence and URL is required to be included in all agreements between you and your customer in order to be compliant with your certified reseller status, this is to ensure the customer explicitly agrees to the terms and conditions of using the software. You must incorporate this into your agreement for any client using the software).

Note: The following proposal is provided as an example agreement for a scenario where you are selling your client software only. The 8.6% tax in this example is only relevant if you are an AZ based company, otherwise you would adjust language to reflect your state's tax laws. In this example we have priced the software higher than your cost for the software, making the assumption that you want to earn recurring revenue on the software which is the difference between your cost to purchase the software from ETW and what you are selling it for to the end user.

Example MYCO Software Subscription Only Agreement:

This statement of work (SOW) is confidentially created for [Client.Company] ("Client") to define the software subscription and support agreement provided on their behalf by My Company ("MYCO").

Software user license subscription fees are invoiced monthly on a month-to-month basis unless notified by Client 30 days prior to the date of desired cancellation. Monthly user license subscription fees are based on the prevailing rates which are as follows as of the date of this SOW:

- 1-20 users = \$697/month
- Each user greater than 20 users = an additional \$10/user/month

Fees and invoices will be paid according to the payment terms set forth in the ETW Customer Agreement found here: <https://themindmethodology/customer-agreement/>. Subscription user license fees will be invoiced in the month following the month of usage. Sales tax in the amount of 8.6% will be applied to Arizona based organizations.

Acceptance

Based upon the information presented herein, [Client.Company] engages MYCO to deliver the work described heretofore. IN WITNESS WHEREOF, each party has executed this SOW under seal as of the date below each signature.

MYCO

Firstname Lastname

Signature: _____

Date: _____

[Client.Company]

Firstname Lastname

Signature: _____

Date: _____

Example MYCO Customer Agreement:

MYCO Customer Agreement

Last Modified: (Date of last modification)

If you would like to see past versions of the MYCO User Agreement, please contact us at email@MYCO.com and we would be happy to provide you with a copy of any prior version.

1. APPLICABILITY OF THIS CUSTOMER AGREEMENT.

MyCompany ("MYCO") provides certain professional services, such as training, implementation and custom workshop services (collectively, the "Professional Services"). If you have any questions over this document or what legal terms apply to your use of the Professional Services, please contact MYCO at support@MYCO.com.

2. ACCEPTANCE AND MODIFICATION OF THIS CUSTOMER AGREEMENT.

By using the Professional Services, you acknowledge that you have read, understand, and agree, without limitation or qualification, to be bound and abide by the Customer Agreement, which include our Privacy Policy, incorporated herein by reference. If you do not wish to agree to the Customer Agreement or the Privacy Policy, you must not access or use the Professional Services. Also, please note that we may revise and update this Customer Agreement from time to time in our sole discretion. All changes are effective immediately when posted and apply to use of the Professional Services thereafter. Your continued use of the Professional Services following the posting of changes means that you accept and agree to the changes. It is your responsibility to check this Customer Agreement periodically for changes, as these changes are binding on you.

NOTICE REGARDING DISPUTE RESOLUTION:

This Customer Agreement contains provisions that govern the resolution of claims between you and MYCO. It also includes an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration. Unless you opt out, you will only be able to pursue claims against MYCO on an individual basis, not as part of any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

3. PRIVACY POLICY.

We value your privacy and understand your privacy concerns. Please review our Privacy Policy, so that you may understand our privacy practices. All information we collect is subject to our

Privacy Policy, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You further understand that any information collected by MYCO may be transferred to the United States and/or other countries for storage, processing and use by MYCO and its affiliates.

4. YOUR WARRANTIES AND OTHER OBLIGATIONS.

4.1. Service Eligibility.

To be eligible to use the Professional Services, Customer represents and warrants that Customer: (1) is not a competitor of MYCO or using the Professional Services for reasons that are in competition with MYCO; (2) has full power and authority to enter into this Agreement and its doing so will not violate any other agreement to which Customer is a party; and (3) will not violate any rights of MYCO, including intellectual property rights such as copyright or trademark rights.

4.2. Indemnification.

Customer agrees to defend, indemnify and hold harmless MYCO for, from and against all damages, losses, claims, liabilities, expenses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, actions, suits, demands, proceedings, charges, and investigations, arising from or related to (1) Customer's or its Users' failure to comply with this Agreement.

5. FEES & PAYMENT TERMS.

Customer shall pay to MYCO the use fees as set forth on the Proposal(s), as well as any professional service fees set forth on any Schedules. All fees, unless expressly stated otherwise on the applicable Proposal, shall be in United States dollars. Any fees not paid when due shall, which unless otherwise specified in the applicable Proposal or SOW will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer agrees to provide MYCO with complete and accurate billing and contact information.

6. TAXES.

Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to MYCO prior to the execution of this Agreement. If MYCO is required to pay Taxes, Customer shall reimburse MYCO for such amounts. Customer hereby agrees to indemnify MYCO for any Taxes and related costs, interest and penalties paid or payable by MYCO.

7. MYCO's WARRANTIES & OBLIGATIONS.

7.1 Professional Services.

MYCO warrants for a period of 30 days following their delivery that all Professional Services provided hereunder will be performed in a workmanlike manner, in conformity with the applicable specifications, if any, provided by MYCO in writing in the applicable Proposal. Upon delivery of Professional Services, Customer shall have an acceptance period of thirty (30) calendar days during which Customer will have the opportunity to verify that the Professional Services comply in all material respects with the applicable specifications. If Customer concludes that the Professional Services are unacceptable, it shall notify MYCO in writing by the Acceptance Deadline, including in such written notification a reasonably detailed explanation of the basis for the rejection of the Professional Services. If Customer does not provide such written notice by the Acceptance Deadline, Customer shall be deemed to have accepted the Professional Services. For any breach of this warranty timely reported by Customer, Customer's sole and exclusive remedy shall be the re-performance of the deficient Professional Services, and if MYCO is unable to re-perform the deficient Professional Services as warranted, Customer shall be entitled to recover the portion of the fees paid to MYCO for such deficient Professional Services, and such refund shall be MYCO's entire liability.

7.2 Disclaimer.

THE PROFESSIONAL SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AS "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MYCO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

8. CONFIDENTIALITY.

8.1. Definitions.

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Professional Services, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Proposals, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing

Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

8.2 Use of Confidential Information.

Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take commercially reasonable steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

8.3 Confidential Terms and Conditions; Publicity.

Customer shall not disclose pricing to any third party unless restricted from conforming to non-disclosure by governmental statute and/or ordinance. MYCO may identify Customer on its customer lists and list Customer as a customer in its marketing and advertising materials, and reproduce Customer's company name, logo, trademark, trade name, service mark, or other commercial designations, solely in connection therewith.

9. LIMITATION OF LIABILITY.

Neither MYCO nor any of our affiliated companies, employees, agents, consultants, contractors, members, or managers ('MYCO Affiliates') shall be cumulatively liable for (a) any damages in excess of the actual amount paid by or received by MYCO for Customer's purchases within the 5-month period preceding the event which gave rise to the claim, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Professional Services, or any of the content or other materials on, accessed through or downloaded from MYCO. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and
- Not apply to any damage that MYCO may cause you intentionally in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

10. TERM AND TERMINATION.

10.1 Mutual rights of termination.

In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate the Agreement (or the relevant Proposal) for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. Termination of your MYCO account includes disabling your access to MYCO's website and MYCO Platform.

10.2 Customer Actions upon Termination.

Upon termination, Customer must return or destroy all MYCO property in Customer's possession. Customer, upon MYCO's request, will confirm in writing that it has complied with this requirement.

11. DISPUTE RESOLUTION.

Except as set forth below, ANY DISPUTE OR CLAIM ARISING UNDER THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE, OR RELATING IN ANY WAY TO YOUR USE OF THE PROFESSIONAL SERVICES AND MYCO PLATFORM WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT; provided, however, that the following are exceptions to our agreement to arbitrate our disputes:

- Any claim that qualifies as a small claim in a court of limited subject matter jurisdiction must be brought in such court; and
- Any claim for injunctive relief may be brought in a court of competent jurisdiction to enjoin intellectual property infringement or misuse.

You may begin an arbitration proceeding by following the American Arbitration Association's (AAA's) filing requirements and mailing a request for arbitration and description of your claim to us at [REDACTED]. The AAA's Rules of Commercial Arbitration will apply (available at www.adr.org or by calling 1-800- 778-7879). The arbitrator will have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. Notwithstanding any of the foregoing, THE ARBITRATOR WILL NOT BE EMPOWERED AND DOES NOT HAVE THE AUTHORITY TO HEAR OR DECIDE ANY CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, TO AWARD PUNITIVE OR EXEMPLARY DAMAGES OR TO AWARD ATTORNEYS' FEES TO THE PREVAILING PARTY.

By receiving the MYCO Professional Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Arizona, without regard to principles of conflict of laws, will govern this Customer Agreement (including the Privacy Policy incorporated herein by reference) and any dispute or claim of any sort that might arise between you and MYCO. The prevailing party in any judicial action to enforce this arbitration agreement shall be entitled to a judgment that includes all fees and costs incurred in such action.

Any cause of action or claim you may have arising out of or relating to the Customer Agreement or the MYCO Platform must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

12. GENERAL TERMS.

12.1. Severability.

In the event that any provision of this Customer Agreement is unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not affect the other provisions of this Customer Agreement and this Customer Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

12.2. Notices and Service of Process.

Notices to MYCO shall be sent to [REDACTED].

Except as expressly provided for otherwise in this Customer Agreement, MYCO shall provide all notices to Customer under this Customer Agreement by email, although we may instead choose to provide notice to Customer through your then-current postal address on file with MYCO. You also agree that MYCO may communicate with you through other means including email, mobile number, telephone, or delivery services including the postal service, about your MYCO services associated with MYCO. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information.

12.3. Entire Agreement.

You agree that this Customer Agreement, including the documents incorporated herein by reference such as the Proposals and Privacy Policy, constitutes the entire, complete and exclusive agreement between you and us regarding the Professional Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. In the case of a conflict between the terms of this Customer Agreement and a Proposal, this Customer Agreement shall control unless the Proposal specifically states that it should control over this Customer Agreement.

12.4. No informal waivers, agreements or representations.

Our failure to act with respect to a breach of this Customer Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Customer Agreement, no representations, statements, consents, waivers or other acts or omissions by any MYCO Affiliate shall be deemed

legally binding on any MYCO Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of MYCO.

12.5. Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, effective upon notice to you, MYCO for any third party that assumes our rights and obligations under this Agreement.

12.6. Force Majeure

Any delay or nonperformance of any provision of this Customer Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Customer Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

Other Things to Consider:

Digital Signatures / Contract Management

- We use PandaDoc which currently costs about \$70/month and provides E signature and tracking of when people view proposals. There are other E-Signature only software options like Adobe Sign which can be used to get digital signatures.