

# JCN Consulting Agreement

Version Date: 06/15/2026

**Consultation Services** – CLIENT hereby contracts the Johnson Consulting Network - JCN, LLC (hereafter called “Consultant”) to provide website maintenance and development, including general consulting services (which may include: thinking, researching, meeting, preparing, documenting, communicating, emailing, writing, or any other activity performed by the Consultant on behalf of or for the CLIENT). These activities will be collectively known hereafter as the “Work”.

**Fees** – For all service fees not previously quoted in writing, regular Consultant rates as posted at [www.jcn.com/rates](http://www.jcn.com/rates) apply. Consultant reserves the right to adjust rates as necessary. Consultant will inform subscription clients at least thirty (30) days in advance of such adjustments, per-incident clients will receive notice before work is performed.

**Term and Termination** – This Agreement will be in effect for one (1) year after acceptance. CLIENT may end this Agreement without cause by giving two (2) days written notice to Consultant. In the event of termination for any reason, CLIENT agrees to pay Consultant for all work, purchases made on behalf of CLIENT, and expenses accrued and owing up to the date of termination. Consultant may at any time terminate this Agreement upon thirty (30) days written notice to Client.

**Default** – “Default” shall mean [non-payment] according to the terms of agreement. In the event of Default on the part of CLIENT, Consultant may cease all further performance under this agreement and shall not be liable for any losses or damage suffered by CLIENT as a result of Consultant’s cessation of services. After such Default, Consultant shall not be obligated to provide any additional services unless mutually agreed to in writing between the parties. In the event CLIENT believes Consultant is in default or breach of this agreement, CLIENT shall provide Consultant with timely written notice of the default or breach and expressly identify the nature of the default or breach in that notice. Further, Consultant shall have thirty (30) days to cure

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(“Cure Period”) that default or breach, failing which this agreement shall automatically terminate without any further obligation by one party to the other. Notwithstanding the above, Consultant shall be entitled to full payment for all services and equipment provided to CLIENT as of the expiration of the Cure Period.

**Limitation of Liability** – In no event shall Consultant be liable for any damages, costs, expenses or losses suffered by the CLIENT in connection, directly or indirectly, with the action or inaction of Consultant under or in relation to this Agreement.

**Independent Contractor** – Both CLIENT and Consultant agree that Consultant will act as an independent contractor in the performance of duties under this contract. Accordingly, Consultant shall be responsible for payment of all taxes including Federal and State taxes arising out of Consultant’s activities in accordance with this contract. Nothing contained in this Agreement is intended to constitute the Parties as partners or joint venturers in the legal sense. Neither party intends that a partnership, joint venture or similar relationship be formed by this Agreement or any performance hereunder. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other or to bind the other to any contract, agreement or undertaking with any third party.

**Confidentiality** – Each party agrees that the Confidential Information of the other party will be held in confidence to the same extent and the same manner as each party protects its own Confidential Information, but each party agrees that in no event will less than reasonable care be used. Each party shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers or employees on a need-to-know basis, provided they have undertaken to protect the Confidential Information to the same extent as required under this Agreement. “Confidential

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Information” means each party’s trade secrets, financial information, formulas, specifications, programs, instructions, technical know-how, methods of operation, testing benchmarks, any other information identified by a party as Confidential Information, and any other information that should reasonably be understood to be confidential or proprietary. The confidential Information referred to in this Section shall not apply in the following cases: If it was already known to the other party, if it was disclosed-without obligation to keep the information confidential, if it was publicly known or became publicly known through no-fault of the receiving party, if it was independently developed by the receiving party without use of the other party’s Confidential Information, or if it is required to be disclosed by a court of competent jurisdiction and in that case, the disclosing party shall be granted a reasonable opportunity to obtain a protective order.

**Entire Agreement** – The terms set forth in this Agreement are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to the Services contemplated by this Agreement and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any consistent additional terms. There are no restriction, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

**Severability** – Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect, and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

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**Modifications** – All modifications to this Agreement must be in writing and signed by all Parties.

**Force Majeure** – Consultant shall be excused from performance to the extent that performance is prevented, delayed, or obstructed by causes beyond Consultant's reasonable control, including delays in performance by CLIENT, acts of Nature (fire, storm, floods, earthquakes, etc.) civil disturbances, disruption of telecommunications, power or essential services.

**Assignment** – Neither of the parties may sell, transfer, assign or otherwise dispose of any of its rights or obligations under this Agreement to any person without the express written consent of the other party.

**Consents and Waivers** – Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same, unless the same is waived in writing. No waiver by a party of any condition or any breach of any term, covenant, representation, or warranty contained in this Agreement shall be effective unless in writing, and no waiver of any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances.