

# AI SERVICES AGREEMENT

*Agentic AI Operations Team ("NAYA")*

---

This AI Services Agreement (the "Agreement") is entered into and made effective as of the date of the last signature below (the "Effective Date"), by and between the parties identified in Article 1.

## ARTICLE 1 — PARTIES

---

**1.1 Client.** CLARITY WORKS CONSULTING, LLC, a limited liability company organized and existing under the laws of the State of Kansas, United States of America, with Employer Identification Number (EIN) 33-2627806, having its principal place of business at 648 N Broadview Lane, Andover, KS 67002, United States of America, herein duly represented by William H. Mukes Jr. (the "Client").

**1.2 Service Provider.** GENESIS REVOLUTION GROUP INC, a corporation organized and existing under the laws of the State of New Hampshire, United States of America, with Employer Identification Number (EIN) 42-2462728, having its principal place of business at 131 Daniel Webster Hwy, Unit 156, Nashua, NH 03060, United States of America, herein duly represented by its owner Anna Thalya Rainha de Alencar (CPF 907.330.022-34) (the "Service Provider" or "Genesis").

**1.3** The Client and the Service Provider are referred to individually as a "Party" and collectively as the "Parties."

**1.4 Technology Partner (non-party).** The Service Provider performs the technical implementation contemplated by this Agreement with the support of its Brazilian technology partner, Propulsor de Vendas Turbo Outsourcing Commercial & Digital LTDA, a company organized under the laws of the Federative Republic of Brazil, enrolled under CNPJ 39.360.809/0001-60, represented by Denderson Rodrigues dos Santos (the "Technology Partner"). The Technology Partner acts solely as a subcontractor and delivery partner of the Service Provider, is not a party to this Agreement, and assumes no direct contractual obligation toward the Client. The Service Provider remains fully and solely responsible to the Client for all Services and Deliverables, including any portion performed through the Technology Partner.

## ARTICLE 2 — RECITALS AND PURPOSE

---

**2.1** The Client operates a counseling and consulting practice and wishes to deploy a team of autonomous artificial-intelligence agents to support and assist its day-to-day professional operation.

**2.2** The Service Provider is engaged in the business of designing, configuring, deploying, and operating custom autonomous artificial-intelligence agents.

**2.3** The Parties wish to set forth the terms under which the Service Provider will design, configure, deploy, and support an agentic AI operations team for the Client, all as further described in Article 3.

**2.4** The commercial proposal published at <https://williams.genesisrevolutiongroup.com> is incorporated into this Agreement by reference and serves as a detailed description of the scope of Services; in the event of any conflict between that proposal and this Agreement, this Agreement shall prevail.

## ARTICLE 3 — SCOPE OF SERVICES AND DELIVERABLES (PHASE 1)

---

The Service Provider shall design, configure, deploy, and deliver the following (collectively, the "Services" and the resulting "Deliverables"):

**3.1 — Agentic AI Operations Team ("NAYA").** A team of autonomous artificial-intelligence agents (the "NAYA AI Team") deployed to support the day-to-day operation and management of the Client's practice. For the avoidance of doubt, the Services under this Phase 1 consist of the implementation of the NAYA AI Team and do not include the development of a custom software application, which is contemplated separately as a future phase under Article 13. The NAYA AI Team includes, without limitation:

- Operational support to the Client and assistance with the routines of the Client's practice;
- Monitoring, organization, and intelligent assistance over the data and workflows entrusted to the agents;
- The ability to operate through messaging channels (e.g., Telegram), including voice operation;
- Continuous improvement of the agents' knowledge base during the engagement and the support period.

**3.2 — Training and Documentation.** Remote training of the Client's team, operational documentation of the implemented processes, and onboarding material for new users.

**3.3 — Deployment and Operation.** Throughout the engagement and for so long as the fees due under this Agreement are current, the Service Provider shall keep the NAYA AI Team configured, deployed, and operational ("online") on infrastructure procured and paid for by the Client as set forth in Section 5.4 and Article 7, subject to Article 6 (Suspension for Non-Payment).

## ARTICLE 4 — TERM AND SUPPORT

---

**4.1** This Agreement commences on the Effective Date and remains in force until the complete delivery of the Services and the conclusion of the support period described below, unless earlier terminated under Article 11.

**4.2** The Service Provider shall deliver functional milestones progressively and shall make the complete scope available within the project schedule agreed between the Parties.

**4.3** Following final delivery, the Service Provider shall provide ninety (90) days of maintenance, adjustments, and technical support at no additional cost.

## ARTICLE 5 — COMPENSATION AND PAYMENT

---

**5.1** In consideration of the Services and Deliverables described in Article 3, the Client shall pay the Service Provider a total fixed fee of US\$ 5,000.00 (five thousand United States dollars).

**5.2** The fee shall be paid by credit card, upon signature of this Agreement, to the account designated by the Service Provider.

**5.3** The fixed fee covers the professional services, configuration, training, and delivery of the NAYA AI Team. It does not include, and the Client shall bear at all times and directly with the relevant providers, the costs of: (a) the dedicated server / VPS on which the NAYA AI Team is hosted; and (b) the artificial-intelligence model usage on which the NAYA AI Team operates, namely the applicable Claude (Cloud) subscription or API usage. These

infrastructure and AI-model costs are the sole responsibility of the Client from the outset and are not part of the US\$ 5,000 fee.

**5.4** Any amount not paid by its due date shall accrue a late-payment charge of two percent (2%) of the overdue amount, plus interest at one percent (1%) per month, calculated pro rata die, without prejudice to the remedies in Article 6.

**5.5** The internal allocation of amounts received between the Service Provider and its Technology Partner is a private matter between them and creates no obligation for, and is of no concern to, the Client. Payment made to the Service Provider fully discharges the Client of the corresponding obligation.

## **ARTICLE 6 — PAYMENT SECURITY AND SUSPENSION FOR NON-PAYMENT**

---

**6.1** The Parties acknowledge that the NAYA AI Team is configured, deployed, and continuously operated by the Service Provider, and that keeping it online depends on the timely payment of the amounts set forth in Article 5. The Service Provider's right to receive the agreed fees is a material and essential condition of this Agreement.

**6.2 Right to suspend.** If any amount due remains unpaid for more than ten (10) calendar days after its due date, the Service Provider may, after delivering written notice of the default to the Client, suspend the Services and take the NAYA AI Team offline — including suspending access and operation of the agents — in whole or in part, until all overdue amounts (together with the charges under Section 5.4) are paid in full.

**6.3** Suspension under this Article is a contractual self-help remedy and shall not be deemed a breach by, or termination by, the Service Provider, nor a waiver of any amount owed. The Service Provider shall not be liable for any loss, damage, or business interruption arising from a suspension carried out in accordance with this Article.

**6.4 Restoration.** Upon receipt of all overdue amounts, the Service Provider shall restore the suspended Services and NAYA AI Team to operation within a commercially reasonable time, with the Client's data preserved.

**6.5 Data preservation during suspension.** During any suspension, the Service Provider shall preserve the Client's data and shall not delete it, except that the Service Provider may permanently terminate the environment and delete data if amounts remain unpaid for more than sixty (60) days following the original due date, after a final written notice; provided that, before any such deletion, the Service Provider shall, upon the Client's request, make available to the Client an export of the Client's business data in a commonly used, machine-readable format.

**6.6** The Client agrees that the right of suspension in this Article is reasonable, is intended solely to preserve the Service Provider's right to be paid for keeping the system running and online, and is in addition to, and not in lieu of, any other remedy available at law or under this Agreement.

**6.7 Good-Faith Disputed Amounts.** The suspension and termination remedies in this Article shall not apply to any specific amount that the Client disputes in good faith by written notice delivered on or before its due date, provided that the Client timely pays all undisputed amounts. The Parties shall resolve any such dispute under Article 12. This Section does not limit the Service Provider's remedies as to undisputed amounts.

## ARTICLE 7 — CLIENT RESPONSIBILITIES

---

**7.1** The Client shall: (a) make all payments when due; (b) procure and maintain, at its own cost and directly with the relevant providers, the dedicated server / VPS and the Claude (Cloud) subscription or API usage required for the NAYA AI Team to operate, as set forth in Section 5.3; (c) provide the information, access, and materials reasonably necessary for the configuration and training of the AI agents; (d) participate in alignment meetings when reasonably requested; (e) designate a representative to follow the implementation and validate deliverables; and (f) not share, redistribute, resell, or sublicense the technology, source code, or methodology delivered without the Service Provider's prior written consent.

## ARTICLE 8 — INTELLECTUAL PROPERTY AND LICENSE

---

**8.1** The Service Provider retains all right, title, and interest in and to the architecture, source code, methodology, frameworks, and the artificial-intelligence agent technology used to build and operate the system, including all pre-existing and background intellectual property.

**8.2** Conditioned on full payment of the fees due under this Agreement, the Service Provider grants the Client a perpetual, non-exclusive, non-transferable license to use the delivered NAYA AI Team for the Client's own internal business operations for the specific project described herein.

**8.3** The Client's business data entered into the system remains the property of the Client.

**8.4 Data Export and Transition.** Upon expiration or termination of this Agreement, and conditioned on payment in full of all amounts then due, the Service Provider shall, within thirty (30) days of the Client's written request, make available to the Client an export of the Client's business data stored in the system in a commonly used, machine-readable format (e.g., CSV or SQL). At the Client's request, the Service Provider shall provide reasonable transition assistance for up to thirty (30) days, at the Service Provider's then-current rates or as otherwise agreed in writing. For the avoidance of doubt, the architecture, source code, methodology, frameworks, and AI-agent technology described in Section 8.1 are not part of such export and remain the exclusive property of the Service Provider.

## ARTICLE 9 — CONFIDENTIALITY

---

**9.1** Each Party shall keep confidential all non-public information disclosed by the other Party in connection with this Agreement, including business operations, client data, commercial strategy, and technical details of the system, and shall use such information solely to perform this Agreement.

**9.2** The obligation of confidentiality survives for two (2) years after the termination or expiration of this Agreement.

**9.3 Data Security.** Taking into account the nature of the data processed, the Service Provider shall maintain reasonable and appropriate technical and organizational measures designed to protect the Client's data against unauthorized access, loss, or disclosure, including encryption in transit and at rest where appropriate and role-based access controls.

**9.4 Breach Notification.** The Service Provider shall notify the Client without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a confirmed security incident that compromises the Client's business data, describing the nature of the incident and the measures taken.

**9.5 No Cross-Client Use.** The Service Provider shall not use the Client's business data to train, fine-tune, or improve software or AI agents for any other client. For clarity, this does not restrict the Service Provider from improving its own general technology, frameworks, and agents, provided such improvements do not incorporate or expose the Client's confidential business data, consistent with Section 8.1.

## **ARTICLE 10 — WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY**

---

**10.1** The Service Provider warrants that the Services will be performed in a professional and workmanlike manner. For a period of ninety (90) days following final delivery (concurrent with the support period in Section 4.3), the Service Provider warrants that the delivered system will perform substantially in accordance with the scope described in Article 3, and will correct, at no additional cost, any reproducible defect reported during that period. Except as expressly stated, the system is provided "as is," and the Service Provider disclaims all other warranties to the maximum extent permitted by law.

**10.2** To the maximum extent permitted by law, neither Party shall be liable for indirect, incidental, special, or consequential damages, and the Service Provider's aggregate liability under this Agreement shall not exceed the total fees actually paid by the Client. Nothing in this Section limits the Client's obligation to pay amounts due.

**10.3 Availability.** The Service Provider shall use commercially reasonable efforts to keep the NAYA AI Team available and operational, excluding scheduled maintenance, force majeure, third-party platform or connectivity failures, and any suspension under Article 6. This Section is a commercially reasonable efforts commitment only and does not create any fixed uptime guarantee or service-level penalty.

**10.4 Intellectual-Property Non-Infringement.** The Service Provider warrants that the Deliverables, as originally developed by it, do not to its knowledge infringe the intellectual-property rights of any third party, and shall defend and indemnify the Client against third-party claims alleging such infringement, provided that the Client promptly notifies the Service Provider and cooperates in the defense. The Service Provider's total liability under this Section is subject to the limitation in Section 10.2 (capped at fees actually paid) and excludes claims arising from Client-supplied materials or use outside the scope of this Agreement.

## **ARTICLE 11 — TERMINATION**

---

**11.1** Either Party may terminate this Agreement upon fifteen (15) days' prior written notice.

**11.2** If the Client terminates for convenience, fees for Services already performed are non-refundable, and any amount covering work already delivered remains due.

**11.3** The Service Provider may suspend (per Article 6) and, if non-payment continues for more than thirty (30) days, terminate this Agreement for cause, without prejudice to its right to collect all amounts owed.

**11.4** Articles 6, 8, 9, 10, and 12 survive termination.

## **ARTICLE 12 — GENERAL PROVISIONS**

---

**12.1 Independent Contractor.** The Service Provider is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship between the Parties.

**12.2 Governing Law and Venue.** This Agreement is governed by the laws of the State of New Hampshire, United States of America, without regard to its conflict-of-laws rules. The state and federal courts located in the State of New Hampshire shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

**12.3 Entire Agreement.** This Agreement, together with the proposal incorporated by reference in Section 2.4, constitutes the entire agreement between the Parties and supersedes all prior understandings. In case of conflict, this Agreement prevails.

**12.4 Amendments.** Any amendment must be in writing and signed by both Parties.

**12.5 Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

**12.6 Assignment.** Neither Party may assign this Agreement without the other's written consent, except that the Service Provider may use its Technology Partner as set forth in Section 1.4.

**12.7 Counterparts and Electronic Signature.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and together constitute one instrument.

## **ARTICLE 13 — FUTURE PHASE (PHASE 2)**

---

**13.1** The Parties contemplate a future second phase (the "Phase 2"), consisting of the design and development of a custom software application intended to assist the Client in the delivery of Christian therapy and counseling to its patients.

**13.2** Phase 2 is not included in the scope, fees, or deliverables of this Agreement. The scope, timeline, and compensation for Phase 2 shall be defined and agreed by the Parties in a separate written instrument (or a written amendment to this Agreement executed under Section 12.4) before any Phase 2 work begins. No obligation to perform, and no fee for, Phase 2 arises under this Agreement.

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

Date: \_\_\_\_\_ / \_\_\_\_\_ / 2026.

### **CLARITY WORKS CONSULTING, LLC**

Client · EIN 33-2627806

By: William H. Mukes Jr.

\_\_\_\_\_ Title: \_\_\_\_\_

### **GENESIS REVOLUTION GROUP INC**

Service Provider · EIN 42-2462728

By: Anna Thalya Rainha de Alencar · Owner

\_\_\_\_\_

Acknowledged by Technology Partner (for delivery-support purposes only; not a party to this Agreement):

### **PROPULSOR DE VENDAS TURBO OUTSOURCING COMMERCIAL & DIGITAL LTDA**

CNPJ 39.360.809/0001-60 · By: Denderson Rodrigues dos Santos

\_\_\_\_\_

Witnesses:

1. Name: \_\_\_\_\_ ID: \_\_\_\_\_

2. Name: \_\_\_\_\_ ID: \_\_\_\_\_