

INDEPENDENT CONTRACTOR SERVICE AGREEMENT ("CONTACT LENS")

THIS CONTACT LENS (this "Agreement") dated as of [INSERT DATE] (the "**EFFECTIVE DATE**"), by and between [NAME OF COMPANY], a [Colorado] limited liability company with a principal place of business located at [INSERT] ("**SPHERE**") and [NAME OF INDEPENDENT CONTRACTOR/CONTACT], a sole-proprietor /company with offices located at [REDACTED] ("**CONTACT**").

WITNESSETH:

WHEREAS, SPHERE desires to avail CONTACT to place their attention on certain services within the realm of their gifts and expertise (the "Services"); and

WHEREAS, CONTACT desires to place their attention on those Services with respect to SPHERE as defined herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereto contained in this Agreement, CONTACT and SPHERE hereby agree as follows:

1. SERVICES

CONTACT shall place its attention on the Services as set forth in Exhibit A attached hereto and made a part of this Agreement. CONTACT shall be free to choose any approach it wishes to take with respect to the Services, in accordance with SPHERE's most current Constitution (a copy of which shall be provided to CONTACT), in alignment with any suggestions, relevant timeline and objectives set forth in Exhibit A. SPHERE and CONTACT may mutually agree on other terms from time to time by modifications to Exhibit A.

2. RESOURCES

CONTACT shall receive resources from Sphere as set forth in Exhibit A, and SPHERE shall provide CONTACT resources as set forth in Exhibit A.

3. TERM AND TERMINATION

3.1 This Agreement shall become effective on the EFFECTIVE DATE. This Agreement will terminate in accordance with the relevant timeline as set forth in Exhibit A.

3.2 Either party may terminate this Agreement at any time by giving fourteen (14) days written notice to the other party.

3.3 This Agreement terminates automatically upon the occurrence of bankruptcy or insolvency of either party or the sale or dissolution of the business of either party.

[4. CONFIDENTIALITY - OPTIONAL CLAUSE CAN BE EDITED OR DELETED ACCORDINGLY]

4.1 CONTACT shall be exposed to all relevant SPHERE intellectual property and other confidential information necessary to perform the Services. As used herein, the term "Confidential Information" shall mean any and all information marked or described as such, regardless of whether kept in a document, or in an electronic storage medium, and includes but is not limited to all data, compilations, programs, strategies, concepts, ideas, and methods.

4.2 As used herein, "Trade Secrets" includes certain Confidential Information and shall be interpreted in accordance with the [Colorado Uniform Trade Secrets Act (CO Rev Stat § 7-74-101 (2016))].

4.3 CONTACT acknowledges and agrees that SPHERE has expended, and continues to expend, significant sums of money and has invested, and continues to invest, a substantial amount of time to develop and use the Confidential Information and Trade Secrets. If such Confidential Information or Trade Secrets were disclosed to another person or entity or used for the benefit of anyone other than SPHERE (without SPHERE's express approval or having been "open-sourced" by SPHERE), SPHERE would experience impact, potentially in the form of harm, loss, and/or damage. Accordingly, CONTACT acknowledges and agrees that the Confidential Information and Trade Secrets are, and at all times hereafter shall remain, the sole property of SPHERE. However, access to the Confidential Information and Trade Secrets may, at the SPHERE'S discretion, be expressly given away by SPHERE, such as SPHERE making it available through an "open-source" arrangement.

5. INDEPENDENT CONTRACTOR-NON-EMPLOYEE STATUS

5.1 CONTACT and SPHERE understand, acknowledge and agree that this Agreement is not a contract for, or guarantee of, continued consultancy, that CONTACT shall place its attention on the Services as an independent contractor and not an employee, and that the terms and conditions of CONTACT's engagement are governed by this Agreement including the terms set forth in Exhibit A.

5.2 Nothing in this Agreement is intended to afford CONTACT any of the rights, duties, or obligations of an employee of SPHERE. Under no circumstances shall CONTACT look to SPHERE, or any of SPHERE's members, contacts, associates, agents or assigns as CONTACT's employer, or as a partner, agent, or principal.

5.3 SPHERE recognizes that CONTACT has the qualifications and ability to place their attention on the Services and, except for minimal guidance from SPHERE, shall not require any training from SPHERE to perform the Services.

5.4 CONTACT understands that its business operations are separate and distinct from SPHERE's business operations and that placing their attention on the Services in no way implies that such separate operations would be combined in any way.

5.5 CONTACT and SPHERE understand and agree that CONTACT is not expected to place its attention on the Services at a specific time or to be available on an "on-call" basis but only to expend the time necessary to place its attention the Services described in Exhibit A.

5.6 CONTACT may represent, perform services for, or be employed by any additional persons or companies at CONTACT's sole discretion.

5.7 CONTACT shall not be entitled to any benefits that may be accorded to SPHERE's members including, but not limited to, worker's compensation, disability insurance, vacation or sick pay.

5.8 CONTACT shall be responsible for providing, at CONTACT's expense, and in CONTACT's name, disability, worker's compensation, liability insurance, and any other insurance as well as licenses and permits usual or necessary for performing the Services.

5.9 CONTACT shall pay, at CONTACT's expense, when and as due, any and all federal and state income taxes incurred as a result of CONTACT's compensation under this Agreement, including estimated taxes.

5.10 CONTACT agrees to indemnify, defend and hold harmless SPHERE and SPHERE's members, contacts, associates, agents and assigns from and against any claims, losses, costs, fees, liabilities, damages or injuries suffered by CONTACT, or any of CONTACT's principals, partners, clients, associates, supervisors, employees, directors, shareholders, agents or assigns arising from CONTACT's breach of this Agreement, willful and/or intentional misconduct, or gross negligence.

6. INTELLECTUAL PROPERTY RIGHTS AND ASSIGNMENT

6.1 As used in this Agreement, the term "Intellectual Property" shall mean and include all patents, trademarks, copyrights, proprietary business models, rating systems, writings and other works, applications, procedures, methods, processes, designs, computer programs, copyrightable material, notes, records, trade and service marks, trade dress and trade secrets of any kind, discovered, conceived, reduced to practice, developed, created, made, or produced, and any improvements thereto.

6.2 Unless expressly agreed to by SPHERE or otherwise made available by SPHERE through an "open-source" arrangement, CONTACT acknowledges and agrees that SPHERE is the sole owner of any and all property rights in SPHERE's Intellectual Property.

7. REPRESENTATIONS AND WARRANTIES

CONTACT represents and warrants that any and all information, practices, or techniques to be described, demonstrated, divulged, or made known to SPHERE during the performance of the Services, may be divulged without any obligation to, or violation of any right of, others. CONTACT further represents and warrants that any and all practices or techniques that CONTACT shall disclose, may be freely used by SPHERE without violation of any law or payment of any royalty, except as CONTACT shall specifically identify in writing, subject to SPHERE's right to approve, in its discretion, the use of any such information or materials.

8. INDEMNIFICATION

CONTACT shall indemnify, defend, and hold harmless SPHERE, SPHERE's members, contacts, associates, agents and assigns, from and against any and all losses, claims, demands, suits, actions, proceedings and expenses (including reasonable attorneys' fees), including without limitation all acts of negligence, infringement or malfeasance, directly or indirectly arising out of or resulting from (a) any act or omission of CONTACT related to Services for SPHERE under this Agreement; [(b) any unauthorized use by CONTACT of Confidential Information or Trade Secrets;] (c) any breach of any representation, warranty, or covenant of CONTACT contained in this Agreement, or otherwise made to SPHERE; or (d) any wilful neglect or malintent by CONTACT to fulfil any of the representations, warranties and agreements contained in this Agreement.

9. DISPUTE RESOLUTION

CONTACT and SPHERE agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to

or in connection with, this Agreement or Sphere, the parties shall look to the Constitution using their best efforts to resolve any dispute arising out of or in connection with this Agreement in good-faith. The version of the Constitution that would stand at the point when a dispute is formally raised, would be the one that stands when the meeting to address the dispute is called in accordance with Section 5.4.2 of the Constitution (unless a Sphere Policy specifically references otherwise).

10. GOVERNING LAW

This Agreement shall be deemed to be made in the [State of Colorado], and shall be governed by and construed and interpreted in accordance with the laws of the [State of Colorado].

11. GENERAL RELEASE

SPHERE and its members, contacts, associates, agents and assigns and CONTACT and its principals, partners, clients, associates, supervisors, employees, directors, shareholders, agents, and assigns hereby absolutely, forever and fully, generally and specifically, release and discharge each other and all those claiming by, through, under, or in concert with them or any of them from any and all claims, contentions, rights, debts, liabilities, demands, obligations, duties, promises, costs (including, but not limited to, attorneys' fees), expenses, liens, indemnification rights, losses, actions, and causes of action of any kind whatsoever, including, but not limited to, breach of contract, and retaliation (the "Claims"), whether due or owing at any time prior to entering into this Agreement, whether based upon contract, tort, statute or any other legal or equitable theory of recovery, and whether known or unknown, fixed or contingent, with respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to and upon the date of this Agreement including, but not limited to, the generality of the foregoing provisions.

12. COMPLETE AGREEMENT

12.1 This Agreement contains the entire agreement between CONTACT and SPHERE with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter.

12.2 Although this Agreement may be updated from time to time, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and signed by both CONTACT and SPHERE.

13. SEVERABILITY

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such provision, shall continue in full force and effect as though such provision had not been contained herein.

14. WAIVER

The waiver by either CONTACT or SPHERE of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

15. HEADINGS

The Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which collectively shall constitute one and the same instrument.

IN WITNESS WHEREOF, CONTACT and SPHERE hereby affix their signatures below:

SPHERE:

By: _____

Printed Name: _____

CONTACT:

By: _____

Printed Name: _____

EXHIBIT A

[PARTS OF THIS EXHIBIT WILL NEED TO BE CUSTOMIZED TO ACCOMMODATE EACH SEPARATE CONTACT]

PRISM-HOLDER

CONTACT's Prism-Holder is [REDACTED].

This CL can be modified at any point by the Prism Holder. If CONTACT wishes to modify this CL or needs any additional support, they are to engage the Prism Holder responsible for liaising with CONTACT through the Advice Process.

SUPPORT STRUCTURE

If relevant:

[CONTACT is invited to participate in SPHERE'S Support Structure].

CONTACT's Emotional Support is [REDACTED].

CONTACT's Stretch Support is [REDACTED].

CONTACT's Check In Support is [REDACTED].

[Please note, that CONTACT shall be allowed to take part in any of SPHERE's Meetings, including Sweat Lodge Meetings though attendance is not required.]

OBJECTIVES & SERVICES

Provide CONTACT with the "objectives" of the Services and some general guidelines to assist CONTACT in using its creativity to develop those "objectives"

The objectives of CONTACT's lens are [REDACTED]

[CONTACT to outline:

- Vision
- Territories;
- Duties; and
- Any relevant metrics or deliverables

TIMELINE

Provide a generally envisaged timeline to complete the Services and or any information that is material to that envisaged timeline.

The project completion date is [REDACTED].

RATING & RESOURCES

Identify the resource amount(s) to be provided to CONTACT to focus on the Services.

Provide the time frame for and the method of payments to CONTACT.

[CONTACT is invited to be part of a Meritocratic Review Process using the Mastermind App, with other [REDACTED] Participants.]

CONTACT shall receive the totality of their [REDACTED] payment (inclusive of tax) as meritocratic pay, based upon the tension adjustments and distributions listed for them in the [REDACTED] in the Light Leadership Mastermind App in during the term of this Agreement.

CONTACT is receiving these payments by direct bank transfer on the [X] of each [REDACTED].

USE OF THE MASTERMIND APP

CONTACT's participation, contribution and meritocratic distribution will be reflected via the Light Leadership meritocratic Mastermind app (the "Mastermind App"). It will be calculated based upon the tension adjustments of all the Sphere Participants in the [REDACTED].

As such, the submission of weekly tension adjustments by CONTACT are necessary for the calculation of meritocratic distributions and for CONTACT to continue receiving meritocratic resources via the Mastermind App.

In the event that CONTACT fails to submit a tension adjustment in any given week, the meritocratic portion of their monthly resources will be reduced by 25% for each missed tension adjustment period.

OTHER GUIDANCE

CONTACT shall be provided by SPHERE the latest version of the Constitution.

CONTACT's interaction and participation with SPHERE and its efforts to develop the "objectives" shall be guided by the Constitution and the intent and spirit of its various Articles.

Guidance as to CONTACT's interaction with SPHERE in its efforts to develop the "objectives" is provided in Article 3 of the Constitution.

