

# Clarity Platform Partnership Agreement

**Between:**

William Larsten, operating through Cocco Ventures AB (org. nr 559407-5565)

Stockholm, Sweden

("William")

**And:**

Todd Hartley, operating through Clarity Video LLC, an Arizona limited liability company

15333 N Pima Rd, Suite 305, Scottsdale, AZ 85260

("Clarity")

**Effective Date:** \_\_\_\_\_, 2026

**Prepared by:** William Larsten

**For discussion:** Thursday, February 27, 2026 at 8:30 AM MST / 4:30 PM CET

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## 1. Purpose

This Agreement formalizes the partnership between William and Clarity for the ongoing product development, security remediation, and growth of the Clarity Video platform (the "Platform"). The structure aligns incentives: both parties win only when the Platform wins.

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## 2. Scope of Work

William shall perform all services in a professional and workmanlike manner, consistent with industry standards. William shall serve as the product and technology lead for the Platform, responsible for:

1. **Security remediation** — Rotating exposed credentials, moving all keys server-side, implementing error tracking
2. **Platform rebuild** — Strangler pattern migration of legacy systems, improving core flows (video recording, page building, onboarding)
3. **AI-powered features** — Meeting-to-proposal automation, calendar integration, AI page generation
4. **Analytics and growth** — Funnel instrumentation, retention improvements, monthly reporting
5. **Special projects** — Business Mastery booth preparation, testimonial platform, and other mutually agreed initiatives

Changes to this scope require written agreement of both Parties. If Clarity requests work materially outside this scope, William may (a) decline, (b) agree under existing terms, or (c) negotiate additional compensation.

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### **3. Revenue Share**

#### **3.1 Profit Split**

The Parties shall share Net Profit from the Platform on a 50/50 basis.

#### **3.2 Definitions**

**Gross Revenue.** The total amount of Stripe payouts received by Clarity from the Platform during a calendar month. Stripe payouts are net of Stripe's own processing fees, refunds, and chargebacks.

**Permitted Deductions.** The following are the sole permitted deductions from Gross Revenue:

- (a) Third-party hosting and infrastructure costs (e.g., AWS, cloud services) directly attributable to the Platform;
- (b) Third-party SaaS tools and API costs directly integrated into the Platform and agreed upon by both Parties in writing;
- (c) Development resources engaged by William (e.g., contractors, AI tools) for Platform work.

**Excluded Costs.** The following shall NOT be deducted from Gross Revenue:

- (a) Clarity's general overhead, salaries, rent, or administrative expenses;
- (b) Sales, marketing, or advertising costs unless mutually agreed in writing in advance;
- (c) Todd's compensation, travel, or personal expenses;
- (d) Legal or accounting fees;
- (e) Any costs not listed in Permitted Deductions above.

**Net Profit.** Gross Revenue minus Permitted Deductions.

#### **3.3 Minimum Monthly Payment**

Regardless of Net Profit in any given month, Clarity shall pay William a minimum of USD \$1,000 per month (the "Floor Payment"). If William's Profit Share for any month exceeds the Floor Payment, William shall receive the Profit Share amount. The Floor Payment is not an advance against future Profit Share; it is a minimum guarantee.

#### **3.4 Payment Process**

Payment shall follow this monthly cycle:

- 1. Floor Payment (in advance).** On the first business day of each month, Clarity shall pay William the Floor Payment of USD \$1,000 for that month.
- 2. Monthly Report.** Within five (5) business days after the end of each calendar month, William shall prepare and deliver a report containing: (i) the Stripe payouts for the month, (ii) Permitted Deductions with supporting documentation, (iii) calculated Net Profit, and (iv) William's Profit Share amount.
- 3. Reconciliation Invoice.** If William's Profit Share for the previous month exceeds the Floor Payment already paid, William shall invoice Clarity for the difference. Clarity shall pay the invoice within ten (10) business days of receipt.

**4. First Month.** For the first month of this Agreement, only the Floor Payment applies. The first reconciliation invoice will cover the second month of the Agreement.

Payment shall be made via wire transfer or other mutually agreed method.

### **3.5 Late Payments**

Any amount not paid when due shall bear interest at the rate of one and a half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, calculated from the date such payment was due until the date of actual payment.

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## **4. Clarity's Responsibilities**

Clarity shall:

- (a) Provide William with timely access to the Platform's codebase, hosting environments, third-party service accounts, analytics, billing systems (including Stripe dashboard), and all other systems and data reasonably necessary for William to perform his obligations;
- (b) Provide timely feedback, decisions, and approvals as reasonably required for the progress of the work;
- (c) Designate a primary point of contact to coordinate with William;
- (d) Not restrict or revoke any access described above without thirty (30) days' prior written notice and mutual agreement.

Delays caused by Clarity's failure to fulfill its responsibilities under this Section shall not constitute a breach by William and shall extend any applicable deadlines by the duration of such delay.

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## **5. Reporting and Transparency**

### **5.1 Monthly Reports**

William shall prepare the monthly report as described in Section 3.4. Clarity shall ensure William has timely access to all Stripe payout data and Platform cost records needed to compile the report. Either Party may dispute any item in the report within fifteen (15) days of delivery, and the Parties shall resolve any disputes in good faith.

### **5.2 Audit Rights**

William shall have the right, at his own expense (except as provided below), to audit or have audited by an independent certified public accountant the financial records of Clarity related to the Platform, upon thirty (30) days' prior written notice, no more than once per calendar year.

If any audit reveals an underpayment of more than five percent (5%) for any audited period, Clarity shall (a) promptly pay the deficiency plus interest at 8% per annum from the date originally due, and (b) reimburse William for the reasonable costs of the audit.

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## **6. Term and Termination**

## **6.1 Trial Period**

This Agreement shall commence on the Effective Date and shall continue for an initial Trial Period of three (3) months. During the Trial Period, either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice.

## **6.2 Continuation After Trial**

If neither Party provides written notice of termination before the end of the Trial Period, this Agreement shall continue on a month-to-month basis. Either Party may then terminate for convenience upon thirty (30) days' prior written notice.

## **6.3 Termination for Cause**

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) commits a material breach that remains uncured for thirty (30) days after written notice;
- (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;
- (c) engages in fraud, willful misconduct, or gross negligence that materially harms the other Party or the Platform.

## **6.4 Post-Termination Revenue Share (Tail Provision)**

Upon termination or expiration of this Agreement for any reason, William shall continue to receive his Profit Share percentage (50%) of Net Profit from the Platform for a period of six (6) months following the effective date of termination (the "Tail Period").

During the Tail Period, Clarity shall continue to provide monthly revenue reports in accordance with Section 5 of this Agreement, and all audit rights shall remain in effect.

## **6.5 Effect of Termination Type**

- If Clarity terminates for convenience or William terminates for cause: the Post-Termination Revenue Share (Section 6.4) shall apply in full.
  - If William terminates for convenience: the Post-Termination Revenue Share shall apply in full.
  - If Clarity terminates for cause due to William's material breach: no Post-Termination Revenue Share shall be owed.
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# **7. Intellectual Property**

## **7.1 Background IP**

Each Party retains sole ownership of all Intellectual Property owned by or licensed to such Party prior to the Effective Date, or developed independently outside the scope of this Agreement ("Background IP"). Neither Party acquires any right, title, or interest in the other Party's Background IP except as expressly set forth herein.

## **7.2 Foreground IP**

All code, software, systems, architectures, algorithms, and other Intellectual Property created by William in connection with this Agreement ("Foreground IP") shall be owned by Clarity.

### **7.3 Residual Knowledge**

Nothing in this Agreement shall restrict William's right to use the general knowledge, skills, experience, ideas, concepts, techniques, and know-how ("Residual Knowledge") that William develops or acquires during the performance of this Agreement, provided that such use does not include Clarity's Confidential Information, trade secrets, proprietary business logic, customer data, or any code that constitutes a derivative work of the Platform's proprietary codebase.

### **7.4 Background IP License**

Each Party grants the other a non-exclusive, royalty-free, limited license to use its Background IP solely to the extent necessary to perform obligations under this Agreement. Such licenses terminate upon termination of this Agreement.

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## **8. Non-Solicitation and Non-Circumvention**

### **8.1 Non-Solicitation of Personnel**

During the term of this Agreement and for a period of twelve (12) months following termination, neither Party shall, directly or indirectly, solicit, recruit, hire, or engage any employee, contractor, or agent of the other Party who was involved in the performance of this Agreement, without the prior written consent of the other Party.

### **8.2 Non-Circumvention**

For a period of twelve (12) months following termination of this Agreement, Clarity shall not engage any third party to replicate, reproduce, or create a substantially similar version of any features, modules, or systems developed by William during the term, nor shall Clarity use knowledge of William's architecture, design decisions, or technical approach (obtained through this Agreement) to brief or direct a replacement developer to recreate such features.

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## **9. Confidentiality**

Each Party agrees to maintain the confidentiality of the other Party's proprietary information, including but not limited to business plans, customer data, financial information, technical architecture, and the terms of this Agreement. This obligation survives termination for a period of two (2) years.

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## **10. Warranties and Disclaimers**

### **10.1 Mutual Warranties**

Each Party represents and warrants that: (a) it has the legal right and authority to enter into this Agreement; (b) the execution of this Agreement does not conflict with any other agreement to which it is a party.

### **10.2 Disclaimer**

Except as expressly set forth in this Agreement, neither Party makes any warranties, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability or fitness for a particular purpose. William does not warrant that the Platform will be error-free or uninterrupted.

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## **11. Limitation of Liability**

Neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business, or goodwill, arising out of or related to this Agreement, regardless of the theory of liability, even if such Party has been advised of the possibility of such damages.

Nothing in this Section shall limit either Party's liability for: (a) fraud or willful misconduct; (b) breach of confidentiality obligations; or (c) payment obligations under this Agreement.

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## **12. Change of Control**

If Clarity undergoes a Change of Control (defined as a sale of all or substantially all assets, merger, acquisition, or transfer of more than 50% of voting interests), William may elect to:

- (a) continue this Agreement with the successor entity on the same terms; or
- (b) terminate this Agreement, in which case the Post-Termination Revenue Share (Section 6.4) shall apply.

Clarity shall provide William with thirty (30) days' prior written notice of any Change of Control.

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## **13. Dispute Resolution**

Any dispute arising from this Agreement shall first be addressed through good faith negotiation between the Parties for a period of thirty (30) days. If unresolved, either Party may pursue binding arbitration or legal proceedings. The Parties shall mutually agree on the governing law and jurisdiction at the time of signing.

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## **14. General Provisions**

### **14.1 Independent Contractor**

William is an independent contractor, not an employee, agent, or partner of Clarity. Nothing in this Agreement creates an employment relationship, joint venture, or partnership between the Parties.

### **14.2 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, warranties, and agreements between the Parties, whether written or oral, including the Core Services Agreement dated June 2025.

### **14.3 Amendments**

This Agreement may only be amended by a written instrument signed by both Parties.

### **14.4 Assignment**

Neither Party may assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees in writing to be bound by the terms of this Agreement.

### **14.5 Notices**

All notices under this Agreement shall be in writing and sent via email with read receipt, or by registered mail, to the addresses set forth above.

**William:** williamlarsten@gmail.com

**Clarity:** todd@wirebuzz.com

### **14.6 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **14.7 Waiver**

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such provision in the future.

### **14.8 Force Majeure**

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or government action, provided that the affected Party gives prompt notice to the other Party.

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## **15. Signatures**

**William Larsten / Cocco Ventures AB**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Todd Hartley / Clarity Video LLC**

Name: \_\_\_\_\_

Date: \_\_\_\_\_