STATEMENT OF WORK (SOW)
BETWEEN VETERAN VECTORS AND

Client Legal Name:

Client Jurisdiction:

Client Registered Address:

Client Representative:

Contractor: VETERAN VECTORS LLC

EIN: 39-3991719

Registered Address: 32 N Gould St, Sheridan WY 82801

Representative: Anthony Pinto, Founder

Email: anthony@veteranvectors.com

Project Name: [PROJECT NAME]

Agreement Date: [DATE SIGNED]

Project Start Date: [START DATE]

Estimated Completion: [END DATE]

TABLE OF CONTENTS

1. PROJECT OVERVIEW

[Provide a high-level description of the project, its business objectives, and expected outcomes. This section should answer: What problem are we solving? What will success look like? Who are the key stakeholders?]

1.1 Project Background

[Describe the current state and the business need that prompted this project.]

1.2 Project Objectives

[List 3-5 specific, measurable objectives this project will achieve.]

1.3 Success Criteria

[Define how success will be measured, including specific KPIs, metrics, or outcomes.]

2. SCOPE OF WORK

2.1 Services to be Provided

Veteran Vectors will provide the following services as part of this engagement:

[List specific services, such as: process assessment, workflow design, automation development, API integrations, system configuration, testing, training, documentation, and post-launch support. Be as specific as possible.]

2.2 Included Activities

The scope includes the following activities:

[List specific included activities such as: stakeholder interviews, requirements documentation, technical architecture design, prototype development, user acceptance testing coordination, training session delivery, etc.]

2.3 Explicitly Excluded from Scope

The following items are explicitly excluded from this project scope:

[List what is NOT included, such as: ongoing managed services beyond 60 days post-launch, custom feature development not specified in requirements, integration with systems not listed, data migration, change management consulting, etc. Being explicit here prevents scope creep.]

2.4 Assumptions and Dependencies

This project scope is based on the following assumptions:

[List critical assumptions such as: Client will provide timely access to necessary systems, required third-party platforms are already in place, Client has decision-making authority, technical environments meet minimum requirements, etc. If assumptions prove incorrect, scope may need adjustment.]

3. DELIVERABLES

Veteran Vectors will provide the following deliverables as part of this project. Each deliverable includes defined acceptance criteria and delivery dates.

#	Deliverable	Description	Acceptance Criteria	Due Date
1	[Deliverable Name]	[Description]	[Criteria]	[Date]
2	[Deliverable Name]	[Description]	[Criteria]	[Date]
3	[Deliverable Name]	[Description]	[Criteria]	[Date]
4	[Deliverable Name]	[Description]	[Criteria]	[Date]
5	[Deliverable Name]	[Description]	[Criteria]	[Date]

3.1 Standard Deliverables

Unless otherwise specified, all projects include these standard deliverables:

• Project scope document and detailed project plan

• Technical specifications and architecture documentation

• Developed automation solution (final production version)

• Standard Operating Procedure (SOP) documentation

• Testing reports and quality assurance documentation

• Knowledge transfer and training materials

• Recorded walkthrough video demonstrating the solution

• Project closure report with lessons learned

4. PROJECT TIMELINE AND MILESTONES

4.1 Project Duration

Project Start Date: [START DATE]

Estimated Completion Date: [END DATE]

Total Duration: [X] weeks / [Y] months

4.2 Project Phases and Milestones

The project is structured across the following phases with specific milestones and payment triggers:

Phase	Milestone	Key Activities	Duration	Payment	Target Date
Phase 1: Discovery & Planning	Requirements & Architecture Approved	Stakeholder interviews • Process documentation • Technical architecture • Risk assessment • Project plan finalization	[X] weeks	25%	[Date]
Phase 2: Solution Design & Prototyping	Design Approval & Prototype Sign-Off	Detailed design specs • Prototype development • Design review sessions • Technical validation • Client feedback incorporation	[X] weeks	20%	[Date]
Phase 3: Development & Build	Build Complete & Internal Testing Passed	Core automation build • API integrations • System configuration • Internal QA testing • Bug fixes	[X] weeks	25%	[Date]
Phase 4: Testing & Validation	UAT Sign-Off & Production Ready	User acceptance testing • Performance testing • Bug resolution • Documentation updates • Final approvals	[X] weeks	20%	[Date]
Phase 5: Deployment & Training	Project Complete & Knowledge Transfer Done	Production deployment • User training delivery • Documentation handoff • Post-launch support • Project closure	[X] weeks	10%	[Date]

4.3 Timeline Flexibility

Target dates are based on current project assumptions and client availability. Timeline adjustments may be required due to: (a) changes in project scope, (b) delays in client-provided inputs or approvals, (c) technical issues discovered during development, or (d) force majeure events. Any timeline modifications will be documented through the change management process outlined in Section 8.

5. INVESTMENT AND PAYMENT TERMS

5.1 Project Investment

Total Project Investment:	**[$ X,XXX]**
Monthly Retainer (if applicable):	**[$ X,XXX per month]**

5.2 Payment Schedule

Payment is due according to the milestone schedule outlined in Section 4.2:

• Phase 1 Completion: 25% of total project investment

• Phase 2 Completion: 20% of total project investment

• Phase 3 Completion: 25% of total project investment

• Phase 4 Completion: 20% of total project investment

• Phase 5 Completion: 10% of total project investment

Invoices will be issued upon completion and acceptance of each milestone. Payment terms are Net 30 days from invoice date unless otherwise specified below:

[Specify payment terms: Net 15, Net 30, or Net 45 days]

5.3 Additional Costs and Third-Party Services

The project investment includes Veteran Vectors' professional services only. The following costs are the responsibility of the Client and are not included:

• Third-party software subscriptions (e.g., Make.com, Zapier, n8n cloud hosting)

• AI API usage costs (e.g., OpenAI, Anthropic, Google) exceeding $50/month allocation

• Data storage or processing services

• Third-party platform fees or transaction costs

Estimated monthly software costs: $[X] to $[Y] depending on usage and complexity. Veteran Vectors will provide guidance on selecting cost-effective solutions.

5.4 Out-of-Scope Work and Additional Services

Any work that falls outside the defined scope in Section 2 will be considered out-of-scope and will be billed separately according to the following terms:

• Standard hourly rate: $150 per hour

• Premium rate (urgent or after-hours): $225 per hour

• Minimum billing increment: 0.5 hours

Out-of-scope work requires written authorization before commencement. See Section 8 for detailed change management procedures.

5.5 Late Payment Terms

Late Payment Interest: If any payment due under this Agreement is not received within 30 days of its due date, Veteran Vectors shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 1.5% per month (18% annually), accruing on a daily basis from the due date until the date of actual payment.

Suspension of Services: If any payment remains unpaid for more than 45 days after its due date, Veteran Vectors reserves the right to suspend all services under this Agreement until payment is made in full. Veteran Vectors will provide written notice at least 5 business days before suspension. Suspension does not relieve Client of payment obligations.

Retention of Intellectual Property: Veteran Vectors shall retain all intellectual property rights in deliverables until full payment has been received. Upon receipt of full payment, IP rights will transfer to Client in accordance with Section 9. Client shall not use, reproduce, or distribute any deliverables for which payment remains outstanding beyond 45 days.

6. CLIENT RESPONSIBILITIES

Successful project completion requires active Client participation and timely fulfillment of the following responsibilities:

6.1 Access and Credentials

• Provide timely access to all necessary systems, platforms, and accounts

• Ensure proper permission levels for required integrations and APIs

• Maintain valid subscriptions for all third-party services

6.2 Project Governance

• Designate a primary point of contact with decision-making authority

• Attend scheduled meetings and review sessions

• Provide feedback and approvals within agreed timeframes (typically 5 business days)

• Communicate any changes in requirements or priorities promptly

6.3 Information and Materials

• Provide necessary brand assets, style guidelines, and documentation

• Supply accurate and complete data for testing and implementation

• Share relevant business process documentation and workflows

6.4 Testing and Validation

• Conduct user acceptance testing according to the project timeline

• Provide clear, documented feedback on functionality and performance

• Identify subject matter experts for validation of business logic

6.5 Impact of Client Delays

Delays caused by Client's inability to meet the above responsibilities may result in project timeline extensions and potential additional costs. Veteran Vectors will notify Client in writing within 48 hours of any identified delay that impacts the project schedule. Timeline adjustments will be documented through formal change requests.

7. ACCEPTANCE CRITERIA

7.1 Deliverable Acceptance Process

Each deliverable specified in Section 3 will follow this formal acceptance process:

Step 1: Submission - Veteran Vectors submits the completed deliverable with supporting documentation.

Step 2: Review Period - Client has 10 business days to review and test the deliverable.

Step 3: Response - Client provides either: (a) written acceptance, or (b) documented objections with specific issues identified.

Step 4: Remediation (if needed) - Veteran Vectors addresses documented issues within 5-10 business days.

Step 5: Re-submission - Process repeats until acceptance is achieved.

7.2 Deemed Acceptance

If Client fails to respond within the 10 business day review period, the deliverable shall be deemed accepted. This provision does not apply to critical system failures or material non-conformance that was not reasonably discoverable within the review period.

7.3 Project Completion Criteria

The project will be deemed complete and final payment triggered when:

• All deliverables specified in Section 3 have been accepted by Client

• User acceptance testing has been completed successfully

• Knowledge transfer and training have been delivered

• All documentation has been provided to Client

• Solution is deployed to production environment (if applicable)

7.4 Post-Delivery Support Period

Veteran Vectors will provide 60 days of post-delivery support following project completion. This support includes:

• Bug fixes for issues directly related to the delivered solution

• Clarification on documentation and functionality

• Minor adjustments within the original scope

Support does not include: new feature development, integration with additional systems, changes to original requirements, or issues caused by Client modifications to the solution.

8. CHANGE MANAGEMENT AND SCOPE CONTROL

This section establishes rigorous procedures to prevent scope creep and ensure transparent handling of all project changes.

8.1 What Constitutes a Change

A change request is required for any work that:

• Adds new deliverables not specified in Section 3

• Modifies functionality or features of defined deliverables

• Integrates with systems or platforms not listed in assumptions

• Requires more than 2 hours of work beyond defined scope

• Changes project timeline by more than 1 week

• Involves technologies or approaches different from the agreed solution

8.2 Formal Change Request Process

Initiation: Either party may initiate a change request by submitting a written description via email or shared project documentation.

Impact Assessment: Veteran Vectors will assess the request and provide within 3 business days:

• Detailed description of work required

• Estimated effort and cost

• Impact on project timeline

• Impact on other deliverables or dependencies

• Recommendation (approve, modify, or defer)

Client Decision: Client has 5 business days to approve, request modifications, or decline the change.

Documentation: Approved changes are documented in a formal Change Order including updated scope, timeline, and pricing. Both parties sign the Change Order.

Implementation: No work on approved changes begins until the Change Order is fully executed.

8.3 Change Order Pricing Structure

Change Impact	Approval Level	Pricing	Timeline
Minor (<5% budget)	Project Manager	Time & Materials at standard rate ($150/hr)	1-2 days
Moderate (5-15% budget)	Account Manager	T&M at 1.25x rate ($187.50/hr) or fixed bid	3-5 days

| Major (>15% budget) | Executive Sponsor | T&M at 1.5x rate ($225/hr) or fixed bid | 5-10 days |

8.4 Emergency Changes

For urgent changes required to address critical system issues or time-sensitive business needs:

• Verbal approval is acceptable for immediate work commencement

• Written confirmation must be provided within 24 hours

• Premium rates apply: $225 per hour or 1.5x fixed bid estimate

• Formal Change Order is executed within 3 business days

8.5 Scope Protection Mechanisms

Proactive Communication: Veteran Vectors will notify Client immediately when any request appears to fall outside the defined scope, providing clear rationale.

No Verbal Modifications: All scope changes must be documented in writing. Verbal agreements or informal communications do not constitute authorization for scope expansion.

Monthly Scope Review: For projects exceeding 8 weeks, both parties will conduct monthly scope review meetings to ensure alignment and identify potential scope drift early.

Change Log Maintenance: All change requests and their status will be maintained in a shared change log accessible to both parties.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Background Intellectual Property

Veteran Vectors retains full ownership of all pre-existing intellectual property including:

• Proprietary methodologies, frameworks, and processes

• Software tools, templates, and code libraries developed prior to this engagement

• General automation patterns and best practices

• Training materials and documentation templates

A detailed list of Background IP is maintained in Appendix A (if applicable).

9.2 Newly Created Work Product

Upon receipt of full payment, Client shall own all right, title, and interest in the following work product created specifically for Client under this Agreement:

• Custom automation workflows and configurations

• Client-specific integrations and API connections

• Custom-written code created solely for Client's use

• Project documentation specific to Client's implementation

• Data models and schemas designed for Client's business

Assignment Language: Veteran Vectors hereby assigns to Client all right, title, and interest, including all intellectual property rights, in the above work product. This assignment is effective upon Client's payment in full of all amounts due under this Agreement.

9.3 Third-Party Components

The deliverables may incorporate third-party software, platforms, APIs, and AI models including but not limited to:

• Automation platforms (Make.com, Zapier, n8n)

• AI models (OpenAI, Anthropic Claude, Google)

• Third-party APIs and services

• Open-source software libraries

Client acknowledges that: (a) these components are licensed, not owned, and remain subject to their respective license terms; (b) Client must maintain valid subscriptions and comply with vendor terms; (c) Veteran Vectors makes no warranties regarding third-party components beyond those provided by the vendors; (d) Client is responsible for all third-party licensing fees.

9.4 AI-Generated Content and Models

Base AI Models: Proprietary AI models from providers like OpenAI and Anthropic remain the property of their respective owners. No ownership rights transfer to Client.

Client Data: All data provided by Client remains Client's property. Client grants Veteran Vectors a limited license to use such data solely for performing services under this Agreement.

AI-Generated Outputs: Content and outputs generated by AI models using Client's data shall be owned by Client.

Training Restrictions: Client data shall not be used to train AI models for Veteran Vectors' benefit or for other clients without Client's explicit written consent.

9.5 License to Background IP

To the extent that Background IP is incorporated into deliverables, Veteran Vectors grants Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use such Background IP solely as embedded in the deliverables and solely for Client's internal business operations.

9.6 Portfolio Rights

Veteran Vectors may use Client's name and a general description of services provided as a portfolio reference, including on its website and in marketing materials. Client may request that Veteran Vectors not use Client's name by providing written notice, in which case Veteran Vectors will remove references within 30 days.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including:

• Business plans, strategies, and financial information

• Customer data, user information, and business processes

• Technical data, trade secrets, and know-how

• Product roadmaps and proprietary methodologies

• Terms and pricing of this Agreement

10.2 Obligations

Receiving Party shall: (a) protect Confidential Information with the same degree of care it uses to protect its own confidential information (but no less than reasonable care); (b) not disclose Confidential Information to third parties without prior written consent; (c) use Confidential Information only for purposes of performing this Agreement; (d) limit access to employees, contractors, and advisors who need to know and who are bound by confidentiality obligations.

10.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known prior to disclosure; (c) is rightfully received from a third party without breach; (d) is independently developed without use of Confidential Information; (e) is required to be disclosed by law, provided that the Receiving Party provides prompt notice to allow the Disclosing Party to seek protective measures.

10.4 Term

These confidentiality obligations shall continue for three (3) years following termination of this Agreement.

11. DATA PROTECTION AND COMPLIANCE

11.1 Data Processing Roles

For purposes of applicable data protection laws: (a) Client is the data controller for all data provided to Veteran Vectors; (b) Veteran Vectors acts as a data processor, processing data solely under Client's documented instructions; (c) Veteran Vectors will not process data for any purpose other than performing services under this Agreement.

11.2 Data Security Obligations

Veteran Vectors shall implement and maintain appropriate technical and organizational measures to protect Client data against unauthorized access, loss, or disclosure, including:

• Encryption of data in transit and at rest where technically feasible

• Access controls limiting data access to authorized personnel

• Regular security assessments and updates

• Secure disposal of data upon project completion

11.3 Compliance with Privacy Regulations

Both parties shall comply with all applicable data protection laws including, where applicable:

• California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA)

• Health Insurance Portability and Accountability Act (HIPAA)

• NIST Cybersecurity Framework

• SOC 2 requirements

• Cybersecurity Maturity Model Certification (CMMC) standards

If Client's industry requires compliance with specific regulations (e.g., HIPAA for healthcare), a separate Data Processing Agreement or Business Associate Agreement will be executed as an addendum to this SOW.

11.4 Data Breach Notification

In the event of any unauthorized access to, or disclosure of, Client data, Veteran Vectors shall notify Client within 48 hours of discovery and shall cooperate with Client in investigating and remediating the breach. Veteran Vectors shall provide reasonable assistance in meeting any notification obligations Client may have under applicable law.

11.5 Data Return and Deletion

Upon termination or completion of this Agreement, Veteran Vectors shall, at Client's written direction: (a) return all Client data in a usable electronic format, and/or (b) securely delete all copies of Client data from its systems and provide written certification of deletion. Veteran Vectors may retain one copy for legal compliance

purposes, subject to continued confidentiality obligations.

11.6 Subprocessors

Veteran Vectors may engage subcontractors and third-party service providers to assist in delivering services. Veteran Vectors shall ensure that all subprocessors are bound by data protection obligations no less protective than those in this Agreement. Current subprocessors include cloud service providers and AI API vendors as disclosed during project scoping.

12. WARRANTIES AND LIMITATIONS OF LIABILITY

12.1 Veteran Vectors' Warranties

Veteran Vectors warrants that:

• Services will be performed in a professional and workmanlike manner consistent with industry standards

• Deliverables will substantially conform to documented specifications

• It has the right and authority to enter into and perform this Agreement

• Work product will not infringe third-party intellectual property rights (subject to limitations in Section 13)

12.2 Warranty Period and Remedies

For a period of 90 days following acceptance of each deliverable (the "Warranty Period"), if Client notifies Veteran Vectors in writing of any material non-conformance with specifications, Veteran Vectors shall, as its sole obligation and Client's exclusive remedy, use commercially reasonable efforts to correct such non-conformance at no additional charge to Client.

This warranty does not apply to issues caused by: (a) Client's modifications to deliverables; (b) use of deliverables outside documented scope or specifications; (c) Client's failure to implement updates or fixes; (d) third-party software or platform changes; (e) improper use or operation by Client.

12.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1, VETERAN VECTORS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. VETERAN VECTORS DOES NOT WARRANT THAT: (A) DELIVERABLES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; (B) AI-GENERATED OUTPUTS WILL BE 100% ACCURATE; (C) SPECIFIC BUSINESS RESULTS OR OUTCOMES WILL BE ACHIEVED; (D) THIRD-PARTY PLATFORMS OR SERVICES WILL REMAIN AVAILABLE OR UNCHANGED.

12.4 Limitation of Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (SECTION 10), INDEMNIFICATION OBLIGATIONS (SECTION 13), OR INTELLECTUAL PROPERTY INFRINGEMENT, VETERAN VECTORS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO VETERAN VECTORS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) $500,000.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.5 Third-Party Platform Disclaimers

Deliverables rely on third-party platforms, APIs, and services that are subject to change without notice. Veteran Vectors is not responsible for: (a) changes to third-party platforms that affect deliverables; (b) third-party service outages or performance issues; (c) costs resulting from third-party platform pricing changes; (d) deprecation of APIs or features. Veteran Vectors will use reasonable efforts to notify Client of material third-party changes and may offer remediation services at standard rates.

13. INDEMNIFICATION

13.1 Veteran Vectors' Indemnification

Veteran Vectors shall defend, indemnify, and hold harmless Client, its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

• Veteran Vectors' gross negligence or willful misconduct in performing services

• Veteran Vectors' breach of confidentiality obligations under Section 10

• Claims that deliverables infringe third-party intellectual property rights, subject to Section 13.3

13.2 Client's Indemnification

Client shall defend, indemnify, and hold harmless Veteran Vectors, its officers, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses arising from:

• Client's use of deliverables outside the documented scope or specifications

• Client's modification of deliverables

• Claims that Client-provided materials or data infringe third-party rights

• Client's breach of applicable laws or regulations

13.3 IP Indemnification Limitations

Veteran Vectors' IP indemnification obligation in Section 13.1 does not apply to claims arising from:

• Modifications made by Client or third parties

• Combination of deliverables with non-approved materials or systems

• Use of deliverables outside documented scope or specifications

• Compliance with Client's specific design, specifications, or instructions

• Third-party platforms, APIs, or software components

• Continued use after Veteran Vectors has provided a non-infringing alternative

13.4 Indemnification Procedures

Indemnification is conditioned upon the indemnified party: (a) promptly notifying the indemnifying party in writing of the claim; (b) granting the indemnifying party sole control of the defense and settlement; (c) providing reasonable cooperation and information requested by the indemnifying party. The indemnified party may participate in the defense with its own counsel at its own expense.

14. TERM AND TERMINATION

14.1 Term

This Agreement commences on the Project Start Date specified on the cover page and continues until: (a) all deliverables are completed and accepted, and (b) the 60-day post-delivery support period has concluded, unless earlier terminated in accordance with this Section 14.

14.2 Termination for Convenience

Either party may terminate this Agreement for convenience by providing 30 days' written notice to the other party. Upon such termination:

• Client shall pay for all work completed through the termination date

• Veteran Vectors shall deliver all work product completed to that point

• Unused prepaid amounts (if any) will be refunded, minus documented costs incurred

14.3 Termination for Cause

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

• Commits a material breach and fails to cure within 30 days of written notice

• Becomes insolvent, files for bankruptcy, or ceases business operations

• Engages in fraud, gross negligence, or willful misconduct

Additionally, Veteran Vectors may terminate immediately if Client fails to pay any undisputed invoice within 60 days of the due date.

14.4 Effect of Termination

Upon termination for any reason:

• **Payment:** Client shall pay all undisputed amounts for services performed and expenses incurred through the termination date.

• **Deliverables:** Veteran Vectors shall deliver all completed deliverables and work-in-progress. IP rights in completed deliverables transfer only upon full payment.

• **Confidential Information:** Both parties shall return or destroy Confidential Information within 30 days, except for one archival copy retained for legal compliance.

• **Transition Assistance:** Upon Client's request and payment at standard hourly rates, Veteran Vectors will provide reasonable transition assistance for up to 20 hours.

14.5 Survival

The following provisions shall survive termination of this Agreement: Sections 5 (Payment Obligations), 9 (Intellectual Property), 10 (Confidentiality), 12 (Warranties and Limitations), 13 (Indemnification), and 15.11

(Governing Law).

14.6 Force Majeure

Neither party shall be liable for failure to perform its obligations due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, labor disputes, pandemics, government actions, or internet service failures ("Force Majeure Event"). The affected party shall promptly notify the other party and use reasonable efforts to minimize the impact. If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement without liability.

15. GENERAL PROVISIONS

15.1 Independent Contractor

Veteran Vectors is an independent contractor, not an employee, partner, or joint venturer of Client. Neither party has authority to bind the other or create obligations on behalf of the other.

15.2 Non-Solicitation

During the term of this Agreement and for 12 months thereafter, neither party shall directly or indirectly solicit for employment, employ, or engage as a consultant any employee or contractor of the other party who was involved in the project without prior written consent. If this provision is breached, the breaching party shall pay the non-breaching party an amount equal to one (1) year of the hired individual's annual compensation.

15.3 Assignment

Neither party may assign this Agreement 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 substantially all assets. Any attempted assignment in violation of this section is void.

15.4 Entire Agreement

This Agreement, together with any exhibits and appendices, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements relating to the subject matter. This Agreement may only be modified by a written amendment signed by authorized representatives of both parties.

15.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

15.6 Waiver

No waiver of any provision shall be effective unless in writing and signed by the waiving party. No failure or delay in exercising any right shall constitute a waiver of that right. A waiver of any breach does not constitute a waiver of any subsequent breach.

15.7 Notices

All notices under this Agreement shall be in writing and delivered to the addresses on the cover page by: (a) personal delivery, (b) certified or registered mail, (c) recognized overnight courier, or (d) email with confirmation of receipt. Notices are effective upon receipt.

15.8 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures and PDF copies of signatures shall be as valid and binding as original signatures.

15.9 Dispute Resolution

In the event of any dispute arising out of this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations. If negotiations fail within 30 days, either party may pursue formal legal remedies.

15.10 Legal Fees

In any action to enforce this Agreement or collect amounts due, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

15.11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflicts of law principles. Each party agrees to submit to the exclusive jurisdiction of the state and federal courts located in Laramie County, Wyoming, and waives any objection to venue or personal jurisdiction in those courts.

16. AUTHORIZATION AND SIGNATURES

By signing below, the authorized representatives of each party acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Statement of Work.

CLIENT:

Legal Name:	[CLIENT LEGAL NAME]
Authorized Signatory:	
Name:	[PRINT NAME]
Title:	[TITLE]
Signature:	_____
Date:	_____

VETERAN VECTORS LLC:

Legal Name:	VETERAN VECTORS LLC
Authorized Signatory:	
Name:	Anthony Pinto
Title:	Founder
Signature:	_____
Date:	_____

This Statement of Work becomes effective on the date of the last signature above.