



**INDEPENDENT SALES REPRESENTATIVE AGREEMENT**  
**Lucid Strategies LLC**

This INDEPENDENT SALES REPRESENTATIVE AGREEMENT ("**Agreement**") is entered into as of \_\_\_\_\_, by and between Lucid Strategies, LLC DBA Lucid Achievement, with a principal place of business at 2375 Laguna Canyon Rd, Laguna Beach, CA ("Company"), and \_\_\_\_\_, an independent contractor, with a place of residence at \_\_\_\_\_ ("**Contractor**").

**1. Services.**

**1.1 Nature of Services.** Contractor will perform the services, as more particularly described in Exhibit A, for Company as an independent contractor (the "**Services**"). The Services have been specially ordered and commissioned by Company. Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, outlined in Exhibit A. The content, style, form, and format of any work product of the Services shall be entirely satisfactory for Company and shall be consistent with Company's standards. Except as specified in Exhibit A, Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor. In addition, Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties in writing.

**1.2 Relationship of the Parties.** Contractor enters into this Agreement as an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to Company as his/her employer, or as a partner, agent, or principal. Neither Contractor nor any of Contractor's employees shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and business insurance, as well as licenses and permits usual or necessary for conducting the Services. Contractor's relationship with the Company will be that of an independent contractor and not that of an employee.

**1.3 Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit B. Completeness of work product shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. All Contractor's costs and expenses in connection with the services' performance shall be the sole responsibility of and paid by Contractor. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

**1.4 Offset to Compensation.** Company shall have the right to deduct from Contractor's compensation the amount of any debit memo, commission recall, customer refund, or similar post-sale adjustment made in conjunction with a commissionable sale completed by Contractor under this Agreement as well as postage costs for mailing travel documents and other expenses incurred. This extends to unauthorized price concessions, unauthorized discounts, "Contractor error," credit card chargebacks for any reason, including but not limited to unauthorized charges or fraud (each such item a "chargeback"), regardless of when the chargeback is incurred by Company, related to a sale generated by Independent Contractor, employee(s), independent contractor(s), sub agent(s), and/or other associates of Contractor.

**2. Protection of Company's Confidential Information.**

**2.1 Confidential Information.** Company now owns and will hereafter develop, compile and own specific proprietary techniques, trade secrets, and confidential information (collectively, "**Company Information**"). Company will be disclosing Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements, and enhancements to any of the above. Company Information also includes third-party information, which is in Company's possession under an obligation of confidential treatment.

**2.2 Protection of Company Information.** Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to



cause the transmission, removal, or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without the prior written approval of Company.

**2.3 Exceptions.** Contractor's obligations concerning any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

**2.4 Ownership of Work Product.** The Parties agree that all work products, information, or other materials created and developed by Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Materials") are the sole and exclusive property of Company. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Company is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Contractor hereby assigns to Company all of Contractor's rights, title, and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created. Contractor hereby grants Company the right, but not the obligation, to use and to license the right to use Contractor's and Contractor's employees' name, voice, signature, photograph, likeness, and biographical information in connection with and related to the Services. All created sales materials not provided by Company that are used for sales presentations must be submitted in writing and pre-approved by Company before use.

**3. Prior Knowledge and Relationships.**

**3.1 Prior Inventions and Innovations.** Contractor has disclosed on Exhibit E to this Agreement, a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for Company and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to Company such additional information as Company may request regarding such inventions or innovations to enable Company to assess their extent and significance. Company agrees to receive and hold all such disclosures in confidence.

**3.2 Other Commitments.** Except as disclosed on Exhibit E to this Agreement, Contractor agrees that Contractor has no other agreements, relationships, or commitments to any other person or entity that conflicts with Contractor's obligations to Company under this Agreement. Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

**4. Assignment of Contractor's Inventions and Copyrights.**

**4.1 Disclosure.** Contractor agrees to promptly disclose in writing to Company all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial-stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period. Contractor provides the Services as a result of performing the Services, including any concepts, ideas, suggestions, and approaches related thereto or contained therein (collectively, the "**Innovations**").

**4.2 Assignment.** Contractor hereby assigns and agrees to assign to Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title, and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims, and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Company, but at Contractor's sole expense, to sign and deliver to Company (either during or subsequent to Contractor's performance of the Services) such documents as Company considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Company and Company's ownership of such rights and to do any lawful act and to sign and deliver to Company any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

**4.3 Power of Attorney.** Contractor hereby irrevocably designates and appoints each of Company and its Secretary as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead, for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights or other protections which employ or are based on Innovations with the same force and effect as if executed and delivered by Contractor.



**4.4 Representations and Warranties.** Contractor represents and warrants to Company that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Company; that in performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party.

**5. Termination of Agreement.**

**5.1 Term.** This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

**5.2 Continuing Obligations of Contractor.** The provisions of Sections 2 and 4 (as relates to creation and ownership of copyright) shall survive expiration or termination of this Agreement for any reason.

**5.3 Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

**5.4 Cause for Termination:** Contractor relationship will be terminated — resulting in a forfeiture in all contests and commissions — and Contractor will be in violation of this Agreement IF its marketing for the Company's products or for its own sites:

- 5.4.1** contains, promotes or links to sexually explicit or violent material;
- 5.4.2** promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- 5.4.3** contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a site that contains such material;
- 5.4.4** contains information regarding, promotes or links to a site that provides information or promotes illegal activity; or
- 5.4.5** uses Company's videos, images, banners, likeness, or brand name in or on their websites or ads, thus creating market and consumer confusion (which is illegal and generally referred to as copyright or trademark infringement). To be clear, Contractor may not use Company's banners, images or videos, unless specifically supplied to Contractor by Company, as if they are Contractor's own on Contractor's sites or any other sites, as it may cause a customer to opt-in thinking they are opting into Company's communications rather than Contractors.
- 5.4.6** uses any "bots" or automated link generating, spamming, or social media spamming techniques to perpetuate their links automatically or anonymously.
- 5.4.7** defames, slanders, or posts rude or inappropriate comments about any public figure or member of the expert community. Any rude communication with Company's staff also warrants termination of the Agreement and a forfeiture of all standings, prizes, and commissions.
- 5.4.8** for any other reason that is deemed unsuitable by the Company.

**6. Additional Provisions.**

**6.1 Alternative Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Orange County, California. If the Company and the Contractor have any dispute whatsoever relating to the interpretation, validity or performance of this Agreement, or any other dispute arising out of this Agreement, every reasonable attempt will be made to resolve any differences or dispute within thirty (30) days of an issuance of written notice by either party to the other party. If a successful resolution of any differences or dispute has not been achieved to the satisfaction of both parties at the end of the thirty (30) day period, the following steps will be used: Except as otherwise expressly provided hereunder, the parties agree that any and all disputes arising out of Contractor's performed services or recommendations, including but not limited to any dispute, controversy, or claim arising under any federal, state, or local statute, law, ordinance or regulation or under this Agreement, shall be resolved exclusively by Alternative Dispute Resolution described in this Agreement ("ADR"). The initiation of ADR shall first



require mediation, and the parties agree to first try to settle any dispute through mediation. Mediation shall be initiated by either party by the serving of a written notice of intent to mediate (a "Mediation Notice") by one party upon the other. If no resolution has been mutually agreed through mediation within ninety (90) days of service of a Mediation Notice, then and only then may the dispute be submitted to arbitration. Arbitration shall be initiated by the serving of a written notice of intent to arbitrate (an "Arbitration Notice") by one party upon the other.

**6.2 Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

**6.3 Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

**6.4 Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

**6.5 Irreparable Harm.** Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Company under this Section, Company shall be entitled to recover its attorney's fees and costs from Contractor.

**6.6 Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR THE LOSS, DAMAGE OR DESTRUCTION OF DATA, PROFIT OR GOODWILL EVEN IF SUCH PARTY HAS BEEN ADVISED OF SAME NOR SHALL EITHER PARTY'S LIABILITY IN ANY EVENT EXCEED THE AMOUNTS PAID TO REPRESENTATIVE BY COMPANY HEREUNDER FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES. COMPANY WILL NOT BE LIABLE FOR DAMAGES CLAIMED AS A RESULT OF (1) FAILURE OR DELAY BY COMPANY IN APPROVING PROSPECTIVE CLIENTS OR (2) ANY NONPROVISION OF COMPANY SERVICES. Neither party shall be liable for any failure to perform under this Agreement resulting from acts of God, civil or military authority, terrorism, war, accidents, fires, explosions, earthquakes or floods; provided that any such event is beyond the party's reasonable control and not caused by fault or negligence.

**6.7 Indemnification.** Contractor shall indemnify and hold Company, its stockholders, officers, directors, employees and Representatives harmless from any and all claims, actions, and proceedings, and the resulting losses, costs, damages, expenses or liabilities, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, negligence, intentional misconduct or violation of any applicable law or governmental regulation by Representative under this Agreement.

**6.8 Contractor's Remedy.** Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages, and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.

**6.9 Representative Authority.** Contractor is authorized and shall be permitted to represent itself as a Contractor for Company solely for the purposes of carrying out its obligations under this Agreement. Contractor shall not have the authority to legally bind Company to any third person in any way, or act as Contractor for Company for any other purpose other than as set forth herein. Contractor is not authorized to negotiate specific transaction terms and conditions except to the extent authorized in advance in writing by Company on a case-by-case basis. Contractor, its Sub-Contractor, parent, subsidiaries and affiliates shall not do any of the following: (i) use Company's name in any public advertising or similar activities without Company's prior written consent; (ii) solicit or take orders for any services offered by Company other than Company Services; (iii) solicit or take orders from any existing customer



of Company Services other than Clients from whom Contractor has received orders for Company Services; (iv) modify any Company documents without Company's prior written approval, including, without limitation, Service Authorizations, marketing and sales literature, and training material; (v) execute any Service Authorization on behalf of Company; (vi) make any representation to any Client or prospective Client concerning the cost, availability, suitability, or any other aspect of Company Services that goes beyond the representations contained in Company's then-current published sales literature for such services; or endorse, promote, refer, solicit or take orders for any service which competes with Company Services.

**6.10 Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

**6.11 Time.** Contactor agrees that time is of the essence in this Agreement.

**6.12 Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email containing an electronic signature or mail to the address set forth above. Such communications shall be effective when they are received by the addressee.

**6.13 Ownership.** Contractor has no ownership rights to Lucid Strategies LLC or Lucid Achievement now or in the future.

**7. Additional Requirements**

**7.1 Insurance.** For the term of this Agreement, Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for professional liability, bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Contractor or Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement.

**7.2 Non-Compete.** Independent Contractor agrees and covenants that during the term of this Agreement, and for a period of 12 months following the termination of this Agreement, Contractor will not, directly or indirectly, perform or engage in the same or similar activities as were performed for Client for any business that is directly or indirectly in competition with Company.

**7.3 Non-Solicit.** Contractor agrees and covenants that for a period of 24 months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Company in favor of Contractor or another business directly or indirectly in competition with Company.

**CAUTION:**

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT E TO THIS AGREEMENT.

**CONTRACTOR** \_\_\_\_\_  
\_\_\_\_\_

**COMPANY**  
By Lena Frenzel  
Its: CEO of Lucid Strategies

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**EXHIBIT A**  
**Description of Services**

Sales Representative Agreement between Company, a California LLC ("**Company**"), and \_\_\_\_\_, ("**Contractor**") dated as of \_\_\_\_\_

**Services to be provided by Contractor:**

- Identifying Prospective Customers
- Developing Relationships with Customers
  - Contractor continues to build accounts and relationships with their customers by discussing the client's needs and explaining how specific products or services can help them.
- Advising Customers on Product Benefits
  - Being able to sell the unique points of their products or services is key to independent sales representatives. They emphasize the benefits and features of products and how customers can make the best use of them.
- Closing Sales with Customers
  - Contractor will lead customer through the different payment options and help client through the checkout process

**Term of Agreement:** Until termination of agreement by either party

**Schedule for Completion of Services:** At the discretion of Contractor

**Company Information (as defined in Section 2) of the Independent Contractor Agreement) may be utilized:**

Only at Company's business premises

At Contractor's business premises provided that appropriate confidentiality procedures and arrangements are observed

Other: As assigned by Company.



## EXHIBIT B Payment

Contractor shall be compensated on the commission schedule outlined below until otherwise changed in writing. The current pricing plans can be seen here [www.lucidachievement.com/sys-plans](http://www.lucidachievement.com/sys-plans).

### Appointment Setting Commissions for Closed New Business

Business Development Representative	Sell Your Solution - Video only program	Sell Your Solution - Full Program (with coaching)
Contractor-created leads	11%	7%
Assigned leads	6%	5%

### Closing Commissions on Closed Business

Independent Sales Representative	Sell Your Solution - Video only program	Sell Your Solution - Full Program (with coaching)
Contractor-created leads	15%	10%
Assigned leads	6%	5%

All services rendered shall be invoiced to Company, after which they will be compensated. Payment of commission can only be invoiced after payment is received (in part or in full) AND signature to service agreement (by client) has been received. The commission will be determined based on how the lead was generated as illustrated in the table above and applied to the total payment received by Company from new clients.

Commission is paid only for amount paid by customer. For example, if customer pays full price up-front, then full commission will be paid. If customer pays through a payment plan, commission will be invoiced on the same schedule as the payment plan.

If a customer requests and is granted a refund of any amount, the full commission must be paid back within 7 days of written notice by the company.

Independent Contractor will be paid within 30 days of receiving Independent Contractor's invoice. Independent Contractor will submit invoices for payment on a monthly basis.

Contractor will work at their own hours and invoice Company for commissions owed.



## EXHIBIT C Process for Onboarding Contractor

Along with the signed contract, please attach the following items from the list below to your email when returning the signed contract. Please check the boxes for the documents that you have attached along with this contract.

- REQUIRED: certificates showing that the Contractor has insurance, including general liability insurance (and workers' compensation insurance if the IC has employees)
- copies of the Contractor's business cards and/or stationery
- copies of any advertising that the Contractor has done, including advertising on Yelp or Social Media
- if the Contractor is operating under a fictitious or assumed business name, a copy of the fictitious or assumed business name statement or application
- copies of any business or professional licenses
- a copy of the invoice form that the Contractor uses to bill for services
- if the Contractor rents business space, a copy of the office lease
- if the Contractor has employees, a document containing the Contractor 's unemployment insurance number and Employer Identification Number
- copies of IRS Form 1099-MISC that other hiring firms have issued to the Contractor, and
- if the Contractor is a sole proprietor, copies of the Contractor's tax returns or proof that tax return has been filed for the previous two years showing that the Contractor has filed a Schedule C, Profit or Loss From a Business



## EXHIBIT D

### Process for Onboarding Clients - 3 Methods for Clients to Purchase Program

- 1. Client purchases SYS Pricing Plan (For clients who can pay in full)**
  - a. Guide client to [www.lucidachievement.com/sys-plans](http://www.lucidachievement.com/sys-plans)
  - b. Let client select plan
  - c. Client must create an account before purchasing
  - d. Guide Client again to [www.lucidachievement.com/sys-plans](http://www.lucidachievement.com/sys-plans) to select plan, log in and check-out
  - e. Client will receive onboarding email (after purchase) granting immediate access to the program
  
- 2. Client finances through PayPal Credit (easy sign-up, no interest if paid within 6 months)**
  - a. This option is available through [www.lucidachievement.com/financing](http://www.lucidachievement.com/financing)
  - b. Guide client to select “PayPal Credit” button and submit application
  - c. If Client approved, Client must create an account
    - i. Guide client to [www.lucidachievement.com](http://www.lucidachievement.com)  
→ Click “Log In” in top right corner  
→ Click “New to this site? Sign Up”
    - ii. Client will receive access within next 24 hours of creating account
  - d. If Client rejected, guide Client to enroll via payment plan (3)
  
- 3. Client finances through Partial.ly payment plan (flexible payment plan options. Client creates plan that works for them)**
  - a. This option is available at the bottom under “payment plans” of [www.lucidachievement.com/financing](http://www.lucidachievement.com/financing)
  - b. Guide client to create partial.ly payment account by selecting correct payment plan at the bottom of [www.lucidachievement.com/financing](http://www.lucidachievement.com/financing)
  - c. Client must select the preferences for the payment plan within the account once logged in.
  - d. Client submits and agrees to payment plan
  - e. If Payment Plan submitted, Client must create an account
    - i. Guide client to [www.lucidachievement.com](http://www.lucidachievement.com)  
→ Click “Log In” in top right corner  
→ Click “New to this site? Sign Up”
    - ii. Client will receive access within next 24 hours of creating account or payment received

#### For All Clients:

- All clients must create an account on [www.lucidachievement.com](http://www.lucidachievement.com) before gaining access to the program
- Everyone should receive access within 24 hours of making payment and creating an account (otherwise please text (714) 391-3771 for technical assistance).



**EXHIBIT E**  
**Prior Inventions and Conflicting Relationships**

**1. Prior Innovations.** Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions or innovations relevant to any Services under this Agreement (if none, so state):

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**2. Conflicting Relationships.** Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments which conflict with my relationship with Company under this Agreement (if none, so state):

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Dated: \_\_\_\_\_

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

\_\_\_\_\_

SIGNATURE OF CONTRACTOR