

# IvanExpert Consulting Agreement

By and between you, the client, referred to in this agreement as "Client," and IvanExpert, Inc. and its employees, consultants, contractors, and agents, with offices located at 41 Fifth Avenue, New York, NY 10003, referred to in this document as "IvanExpert."

## 1. Services Provided

a. IvanExpert provides such services as technical advice, expertise, solutions, repair, and/or support for Apple and other computer, mobile device, and related electronic hardware and software ("Services"). Client authorizes IvanExpert to provide Services using its own internal design, maintenance, repair techniques and methodologies. IvanExpert will, to the best of its ability, perform the Services in a timely, professional, and comprehensive manner consistent with generally accepted industry standards. IvanExpert will regularly communicate with Client verbally and/or in writing of progress and/or delays in Services.

b. Client will provide in a timely and professional manner, to the best of its ability, and at no cost to IvanExpert, assistance, cooperation, complete and accurate information and data, equipment, computer facilities, programs, files, documentation, a suitable work environment, and other resources requested by IvanExpert to enable it to perform the Services.

c. Unauthorized use of any software, hardware, materials or intellectual property owned by IvanExpert in the course of work is prohibited.

d. From time to time IvanExpert requires parts, hardware, software, and/or consumable items in order to provide the requested Services. Any such parts purchased in the course of delivering Services to Client will be billed directly to Client, and will appear separately from the Services on all invoices. IvanExpert will make all reasonable effort to obtain approval from Client before purchasing any such items, provided it does not delay the timely delivery of the Services.

e. IvanExpert may access Client's computer remotely, only after receiving verbal or written permission from Client on each occasion. IvanExpert may install software on Client's computer to facilitate remote access.

f. Client permits IvanExpert to store Client's passwords in an encrypted program or web service designed for this purpose. IvanExpert staff and contractors will be given access to Client's passwords on an as-needed basis only.

g. Initial time estimates for Services are provided to Client before beginning work; however, due to the variability of the nature of such Services, all estimates are subject to change. IvanExpert will provide verbal and/or written updates to all estimates on a regular basis.

h. IvanExpert acknowledges that any information, passwords, procedures, data, or other matter which may be disclosed by Client, or which IvanExpert may learn or observe in the course or scope of work, will be considered confidential and/or proprietary to the Client, and is made available to IvanExpert in strict and complete confidence.



## 2. Term of the Agreement

This agreement remains in effect for 1 year, and will automatically renew unless cancelled by either party. Either party may cancel this agreement with 7 days' notice in writing to the other party. This agreement is non-exclusive and does not prohibit Client from working with other consultants.

## 3. Fees and Payments

If a proposal for specific Services to be performed has been signed by Client, then Client agrees to pay IvanExpert the amount specified in that proposal in exchange for the Services outlined in the proposal.

a. If there is no signed proposal, or if Client requests work that is not explicitly included in the signed proposal, then IvanExpert will charge Client an hourly rate of \$350 for work performed on-site, remotely, or by telephone, to be billed in 30-minute increments. On-site visits will be billed at a minimum of 1 hour for Manhattan; minimum on-site visits outside of Manhattan vary. There is a 30-minute minimum for phone and remote support. Hourly rate and other fees are subject to change; all changes to fees will be presented in writing prior to beginning Services.

b. IvanExpert may collect prepayment by credit card before an appointment, collect payment by credit card at the end of an appointment, or charge your card after the goods and/or services have been provided.

c. Compensation for IvanExpert's Services is earned as Services are provided, it being acknowledged that computer and technical repair is contingent upon numerous known and unknown variables, some of which are discoverable only once work begins. Client agrees that our fees are authorized as work is provided and are not contingent on final results. Due to the detailed nature of the work, all invoice and/or service disputes must be raised with IvanExpert within 7 days of the invoice date.

## 4. Credit Card Authorization

By signing this document you authorize IvanExpert to securely store your credit card and to charge your credit card for goods and/or services provided by IvanExpert or its employees, consultants, or technicians. You certify that you are the authorized user of the credit card provided.

a. Security. IvanExpert may store your credit card information on our credit card provider's secure servers in a manner compliant with the Payment Card Industry (PCI) Data Security Standard (DSS), which represents a common set of industry tools and measurements to ensure the safe handling of sensitive information. IvanExpert is not responsible for any security breach of our credit card provider's servers. Any hard copies of your credit card information used by IvanExpert to transfer data to our credit card provider will be destroyed.

b. Charges. IvanExpert may collect prepayment by credit card before an appointment, collect payment by credit card at the end of an appointment, or charge your card after the goods and/or services have been provided. IvanExpert will email a receipt to you for every credit card transaction.

c. Billing Inquiries. In the event that you disagree with a charge made by IvanExpert to your credit card, you agree to first contact IvanExpert to attempt to resolve any billing disputes before contacting your bank or



credit card company to dispute the charges. Such inquiries must be raised directly with IvanExpert in writing within 7 days of the charge in question.

d. Termination. This authorization is in effect until you request in writing that IvanExpert remove your credit card information from its credit card provider's secure storage, and until all charges and/or invoices for work performed have been paid in full.

## **5. Limitations of Liability**

a. It is Client's responsibility to back up all data. IvanExpert cannot be held responsible for the loss or corruption of data, even in cases where IvanExpert has set up backup services or is providing monitoring services. IvanExpert is not responsible for any loss of profits or loss of business associated with data loss or data corruption.

b. IvanExpert cannot be held responsible for any damage or failure of hardware or software, including any failure that occurs while attempting repair. IvanExpert will not be responsible for any loss of profits or loss of business associated with hardware damage or breakage, failure of hardware or software, length of down time, internet system availability, or equipment not being maintained properly.

c. IvanExpert cannot be held responsible for Client not meeting software license agreements.

## **6. General Provisions**

a. Independent Contractors. The relationship between both parties established by this agreement is that of independent contractors.

b. Governing Law & Jurisdiction. This agreement will be governed by and enforced under the laws of the state of New York.

c. Entire Agreement. This agreement constitutes the entire agreement between both parties, and replaces all previous communications, representations, understandings, and agreements, whether verbal or written, between the parties. No representations or statements of any kind made by either party, which are not expressly stated in this agreement, shall be binding on such parties.

d. All Amendments in Writing. No waiver, amendment or modification of any provisions of this agreement shall be effective unless in writing and signed by an authorized representative of each party.

e. Costs of Legal Action. In the event any action is brought to enforce this agreement, the prevailing party will be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

f. Arbitration. Any dispute relating to the interpretation or performance of this agreement will be resolved at the request of either party through binding arbitration. Arbitration will be conducted in New York County, New York in accordance with the rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction.

g. Force Majeure. In the event that either party is unable to perform any of its obligations under this



agreement or to enjoy any of its benefits because of any Act of God, including system malfunctions or any other reason where failure to perform is beyond reasonable control (a "Force Majeure Event"), the affected party will give notice immediately to the other party and will use its reasonable best efforts to resume performance.

h. Non-Assignability & Binding Effect. Except as otherwise provided for within this agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other.

### **Understood, Agreed & Approved**

I have reviewed this agreement and agree to and accept all of its terms and conditions.

January 15, 2026

Company Name (if applicable)

X



# Signature Certificate

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## Timestamp

July 8, 2021 12:23 pm EST

December 19, 2022 3:56 pm EST

December 19, 2022 4:00 pm EST

December 18, 2023 4:16 pm EST

## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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