Mutual NDA and Consulting Terms

Built By Klaw, LLC · Tier 2: Build It With Us and Tier 3: Grow With Griffin · Version 1.3 · Effective November 11, 2026 (applies from the date you accept) · builtbyklaw.com/legal/nda

This Mutual Non-Disclosure Agreement and Consulting Terms (the "Agreement") is between Built By Klaw, LLC, 107 Green St, Unit B, Marblehead, MA 01945, a Massachusetts limited liability company ("Built By Klaw"), and the person or business that buys Tier 2: Build It With Us or Tier 3: Grow With Griffin ("Client"). Each is a "Party." Part A (Sections 1–9) is the Mutual NDA. Part B (Sections 10–14) sets out the Consulting Terms for Tiers 2 and 3. By checking the box on the builtbyklaw.com checkout page, accepting the terms on the Stripe payment page and paying, the Client agrees to this Agreement and to the Built By Klaw Terms of Service v1.3 (builtbyklaw.com/legal/terms).

Part A: Mutual Non-Disclosure Agreement

1. Purpose

The Parties will share information so Built By Klaw can consult on and build out the Client's AI bot system (the "Purpose"). Each Party will use the other's Confidential Information only for the Purpose.

2. Confidential Information

"Confidential Information" means non-public information that one Party or its Representatives (the "Discloser") share with the other Party or its Representatives (the "Recipient"), in any form, that is marked confidential or that a reasonable person would see as confidential. It includes:

- **Client information:** business data, contacts, leads, client lists, CRM and transaction data, financials, pricing, account details, credentials and business plans.
- **Built By Klaw information:** methods, processes, skill sets, skill packs, prompts, workflows, system designs, templates, tools, partner terms and pricing.
- **Meeting recordings and transcripts** (Section 5).

3. Team and company members on both sides

"Representatives" means a Party's employees, contractors, agents, co-founders, owners, members, partners, officers, affiliates, advisers and other representatives who receive Confidential Information. For Built By Klaw, this includes the operators who deliver Tiers 2 and 3, including team members from its partner X Factor Group, such as Griffin Clark for Tier 3 business development consulting. Each Party will (a) share Confidential Information only with Representatives who need it for the Purpose; (b) tell them about this Agreement and make sure they are bound by confidentiality duties at least as protective as this one; and (c) be responsible for any breach by its Representatives as if it were its own.

4. Obligations

The Recipient will (a) keep Confidential Information secret using at least reasonable care; (b) not copy, reverse-engineer or use it to build a competing product or service; and (c) share credentials only when needed and through a secure method. Each Party may use service providers (for example Google Workspace and AI tools) to process information for the Purpose, if those providers have appropriate confidentiality or data-processing terms.

5. Recordings, transcripts and attendees

Consulting meetings are held on Google Meet and are recorded and transcribed. Built By Klaw will announce recording at the start of each meeting, and every attendee agrees to be recorded (Massachusetts requires all-party consent). Anyone a Party brings to a meeting is that Party's Representative and is bound by this Agreement; the inviting Party confirms each of its attendees has been told about this Agreement and the recording before joining. Recordings and transcripts are Confidential Information of both Parties. Built By Klaw will use them only for the Purpose.

6. Community

Built By Klaw will not share the Client's Confidential Information with the wider X Factor Group community or platform members without the Client's consent. Information the Client posts in the community is governed by the community's own terms, not this Agreement.

7. Exclusions and required disclosure

Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient or its Representatives; (b) the Recipient already knew without a duty of confidentiality; (c) the Recipient lawfully receives from a third party without a duty of confidentiality; or (d) the Recipient develops independently without using the Discloser's information. The Recipient may disclose information when required by law or court order, after giving prompt notice (where lawful) so the Discloser can seek protection, and only to the extent required.

8. Term, return and destruction

This Agreement starts on the date of acceptance and covers disclosures made while the Client is on Tier 2 or Tier 3. Confidentiality duties continue after the last disclosure; trade secrets stay protected for as long as they remain trade secrets. When the service ends, or on written request, the Recipient and its Representatives will return or destroy the Discloser's Confidential Information and confirm in writing if asked. Copies in routine backups may be kept until deleted in the normal cycle and remain confidential.

9. Remedies

A breach may cause harm that money cannot fix, so the Discloser may seek an injunction in addition to other remedies. No license or ownership rights pass under Part A, and information is shared "as is."

Part B: Consulting Terms (Tiers 2 and 3)

10. The service

Tier 2: Build It With Us includes everything in Tier 1 (core business skills, main bot setup file, Session Zero system map, rules so the bot does not make things up, setup guide), plus AI business integration consulting, custom buildout live on calls, 3 coaching consult calls on Google Meet (recorded and transcribed), social media and video bots switched on in stages, one HighLevel sub-account (as set out in the Terms of Service, Section 1a), and the Built By Klaw builder community with partner X Factor Group.

Tier 3: Grow With Griffin includes everything in Tier 2, plus 1-on-1 business development consulting with Griffin Clark of X Factor Group.

Prices: Tier 2 Option A is a $500 setup fee plus $200 a month, with the first month free (the first $200 is charged 30 days after signup). Tier 2 Option B is a $1,000 setup fee plus $150 a month, with the first month free (the first $150 is charged 30 days after signup). Tier 3 is a $1,500 setup fee plus $500 a month, with the first month charged at signup. Tier 1 owners who upgrade get their $500 credited against the setup fee, as set out in the Terms of Service, Section 3.

11. Book your first call right after payment

Right after payment, Tier 2 Clients book the first coaching consult call on Marc Green's calendar, and Tier 3 Clients book a kickoff call on Griffin Clark's calendar and a first build call on Marc Green's calendar, using the links shown after checkout and in the confirmation email. Built By Klaw will follow up if a call is not booked.

12. Billing, cancellation and 30-day money-back

Tier 2 and Tier 3 are month to month with no minimum term. They renew monthly until cancelled. The Client can cancel any time by emailing marc.green@builtbyklaw.com; cancellation stops future charges. **30-day money-back:** the Client may request a full refund of everything paid to Built By Klaw in the first 30 days, **including the setup fee**, by emailing marc.green@builtbyklaw.com within 30 days of purchase. The money-back applies only if the Client attended all 3 coaching consult calls. If refunded, the plan ends and the Client's license to the setup pack ends. AI provider and third-party charges are not covered. See the Refund Policy (builtbyklaw.com/legal/refunds).

13. Client responsibilities and no guarantee

The Client's systems run in the Client's own accounts, and the Client approves every message before it is sent. The Client is responsible for its accounts, data, credentials and legal compliance (including real estate/MLS rules and email and texting laws). AI output can be wrong and must be reviewed. Built By Klaw does not guarantee results. Built By Klaw keeps ownership of its methods, skill sets and system designs; the Client owns its data and may use the deliverables for its own business.

14. Liability and general

To the fullest extent the law allows, Built By Klaw's total liability under this Agreement is capped at the fees the Client paid Built By Klaw in the 12 months before the claim, and neither Party is liable for indirect or consequential damages, except for breach of Part A. This Agreement is governed by the laws of the Commonwealth of Massachusetts, with courts in Essex County, Massachusetts. If a part is unenforceable, the rest still applies.

15. Electronic signature

Checking the required box on the builtbyklaw.com checkout page, accepting the terms on the Stripe payment page and completing payment is an electronic signature of the Client to this Agreement, under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN, 15 U.S.C. §§ 7001 et seq.) and the Massachusetts Uniform Electronic Transactions Act (M.G.L. c. 110G). It has the same effect as a handwritten signature. A copy of this Agreement will be emailed to the Client and saved with the order. Built By Klaw, LLC accepts by its Founder, Marc Green.

Signatures

Built By Klaw, LLC

By: Marc Green (accepted electronically on our standard terms)

Printed name: Marc Green

Title: Founder

Date: _____

Client

Company (if any): _____

By (signature): _____

Printed name: _____

Title: _____

Date: _____

Email: _____
