FROM THE FLOOR UP

BUILT TO LAST. NOT TO IMPRESS.

PROFESSIONAL SERVICES AGREEMENT

Service Agreement.

Between Daris Wilson, sole proprietor doing business as From The Floor Up, and the Client identified below. This Agreement governs the services purchased by Client and described in Exhibit A.

EFFECTIVE DATE	September 6, 2026
CLIENT NAME	Rob Andrews
CLIENT BUSINESS	14 Codes
CLIENT EMAIL	Robert@onevoiceco.org
SERVICE SELECTED	Tier 3, The Undercurrent — Strategy plus Done-For-You Launch Coordination for the *14 Codes* book launch (see Exhibit A for full scope)

01. THE PARTIES

This Service Agreement (the "Agreement") is entered into on the Effective Date above by and between **Daris Wilson**, an individual sole proprietor doing business as **From The Floor Up** ("Provider"), and the Client identified on the cover page ("Client"). Provider and Client are each a "Party" and together the "Parties." For purposes of this Agreement, "Provider" refers to From The Floor Up in its capacity as the provider of any service purchased by Client, regardless of whether the specific service is delivered as consulting, strategy, a launch or marketing retainer, a done-with-you or done-for-you engagement, coaching, a workshop, a digital product, or any other format described in Exhibit A.

02. SCOPE OF SERVICES

Provider offers a range of professional services to business owners, including but not limited to marketing and launch strategy, done-with-you and done-for-you marketing retainers, consulting, business coaching, live and recorded workshops, and related strategic and operational guidance (collectively, the "Services"). The specific Service or Services purchased by Client under this Agreement, together with the corresponding deliverables, term, fee, and any custom inclusions, are documented in **Exhibit A, Selected Services**, attached to and incorporated into this Agreement.

Exhibit A controls the scope of the engagement. If there is any conflict between the body of this Agreement and Exhibit A, the body of this Agreement controls except where Exhibit A explicitly modifies a specific term.

Services **excluded** from this Agreement include any Custom AI Automation Services offered by Provider, which are governed by a separate agreement with its own setup fee and monthly retainer. If Client wishes to engage Provider for AI Automation Services, a separate written agreement must be executed.

03. TERM AND SCHEDULE

This Agreement begins on the Effective Date and runs through **February 28, 2027** (the "Term"), covering the launch of the *14 Codes* book on January 15, 2027 and the opening of cohort 1 of the certification in February 2027. The engagement consists of two phases. **Phase 1 — September Build:** the foundation work delivered during September 2026, beginning with a two-and-a-half (2.5) hour kickoff session and including a three-way strategy call among Client, Provider, and Client's public relations partner. **Phase 2**

— Launch Retainer: a five (5) month engagement running October 1, 2026 through February 28, 2027, during which Provider serves as project coordinator for the launch as described in Exhibit A.

Throughout the Term, a weekly coordination call occurs among Client, Provider, and Client's team and vendors as needed, scheduled by mutual agreement and conducted via Zoom or phone. The cadence and format of all deliverables and meetings are documented in Exhibit A.

The Term is fixed to the launch calendar and does not pause. The engagement ends automatically on February 28, 2027 unless extended by written agreement of both Parties. Any continuation of Provider's role beyond the Term, including any broader role across Client's other ventures, will be scoped and priced under a separate written agreement or addendum.

04. FEES AND PAYMENT

Client agrees to pay Provider the following fees for the Services described in Exhibit A:

September Build Fee: one-time fee of **$7,500**, paid in two installments: **$3,750 due on signing** of this Agreement, and **$3,750 due September 30, 2026**.

Launch Retainer: $2,000 per month for five (5) months, auto-charged via Stripe on the first (1st) of each month beginning October 1, 2026 and ending with the February 1, 2027 charge. Total Retainer: **$10,000**. **Total contract value: $17,500** ($7,500 Build Fee + $10,000 Retainer).

Cohort 1 Partner Share: in addition to the fees above, Client agrees to pay Provider **ten percent (10%) of gross certification revenue from cohort 1** of Client's certification program (currently priced at $997 per seat). The Partner Share is calculated on all cohort 1 seats sold, regardless of the channel through which they are sold, and is invoiced by Provider when cohort 1 enrollment closes. The invoice is due within fifteen (15) days of receipt. Client will provide Provider with a written seat count and gross revenue figure for cohort 1 within ten (10) days of enrollment closing, and will give Provider reasonable access to enrollment or payment records sufficient to confirm the figure on request.

Build Fee installments are paid via Stripe invoice. Retainer payments are auto-charged via Stripe to the payment method Client keeps on file. Client agrees to maintain a valid payment method for the duration of the Retainer.

Advertising spend, software subscriptions, print, and other third-party costs are **not** included in the fees above and remain Client's responsibility as described in Section 10 and Exhibit A.

Payments more than five (5) days late will incur a late fee of $50 or 5% of the past-due amount, whichever is greater. Provider may pause work and deliverables at Provider's discretion until the account is current.

All fees are **non-refundable**. Client commits to the full Term and remains responsible for the full contract value regardless of utilization or early termination, except as expressly provided in Section 13 (Termination).

05. RESCHEDULING AND MISSED SESSIONS

Client may reschedule a session or working meeting with at least twenty-four (24) hours advance notice. Rescheduling within that window, or failure to attend a scheduled session, will result in forfeiture of that session with no make-up or refund. Provider will make reasonable efforts to accommodate rescheduling requests but is not obligated to do so.

Provider may reschedule sessions with reasonable notice and will offer make-up times within fourteen (14) days. Unused sessions do not roll over beyond the Term unless agreed in writing.

06. THE SERVICE RELATIONSHIP AND DISCLAIMERS

Provider provides marketing strategy, launch services, consulting, business coaching, education, and operational guidance through the Services described in Exhibit A. Provider is **not** a licensed therapist, attorney, accountant, financial advisor, or medical professional, and nothing in this Agreement constitutes therapy, legal advice, tax advice, financial advice, or medical advice.

Client acknowledges that outcomes from the Services depend on Client's own actions, decisions, product, market, and business circumstances, as well as factors outside either Party's control, including the performance of third-party advertising and social media platforms, retail and distribution platforms such as Amazon, and the work of Client's other vendors and partners. Provider makes no guarantee of specific results, revenue, sales, book rankings, bestseller status, category placement, list size, cohort enrollment, reach, growth, or business outcomes unless a specific guarantee is expressly stated in Exhibit A. Sales targets, list-size estimates, and cohort projections discussed between the Parties are planning figures, not promises. Client retains sole responsibility for all business decisions, contracts, hires, financial matters, and the operation of Client's business.

Client agrees to engage honestly, complete any agreed-upon assignments, approvals, or deliverable reviews tied to the Services in a timely manner, and communicate openly about progress, challenges, and changes in circumstances. Client acknowledges that Provider's ability to deliver on schedule depends on Client's timely participation and approvals, and on the timely cooperation of Client's other vendors and partners.

07. CONFIDENTIALITY

Each Party agrees to keep confidential any non-public business, financial, personal, or strategic information shared by the other Party during the engagement ("Confidential Information"), and not to disclose Confidential Information to any third party without written consent, except as required by law. This obligation continues after the Agreement ends.

The confidentiality obligation in this Section does not restrict Provider's right to reference the engagement in marketing materials as governed by Section 8 (Marketing and Case Studies). Specific

Confidential Information that Client identifies in writing as off-limits for marketing use will be honored regardless of the marketing selection in Section 8.

08. MARKETING AND CASE STUDIES

Client grants Provider permission to reference this engagement and any progress, results, or outcomes achieved during or after the engagement in Provider's marketing and educational materials. Permitted uses include but are not limited to social media posts, newsletters, website case studies, sales pages, presentations, podcasts, video content, books, courses, and other promotional or instructional materials, in any media now known or later developed.

Client selects how Provider may reference the engagement by checking one option below. If neither option is checked, the Attributed Reference option applies by default.

☐ **Attributed Reference**

Provider may use Client's name, business name, photos or video likeness, and specific results, outcomes, and quotes attributable to Client by name. Provider will share substantive case studies with Client before publication and incorporate reasonable factual corrections.

☐ **De-Identified Reference**

Provider may reference the engagement and any results or outcomes without using Client's name, business name, photos, or other directly identifying details. General industry and descriptive references are permitted (for example, "an author and investor who built a launch list from zero and took an Amazon category in a week").

Client may revoke or change this selection at any time by written notice to Provider. The change will apply to marketing materials Provider creates after the notice is received. Marketing materials already created, published, or distributed before the notice are not required to be retracted, edited, or removed. The rights granted in this Section survive termination of this Agreement.

09. INTELLECTUAL PROPERTY

Provider retains all rights to its methodologies, frameworks, templates, processes, written materials, recordings, and any proprietary content and systems developed by Provider, whether before or during the engagement ("Provider Materials"). Client receives a limited, non-transferable license to use Provider Materials internally within Client's own business for the duration of the Term and afterward, but may not resell, repackage, or redistribute them.

Client retains all rights to Client's own business information, work product, customer data, brand assets, and any materials Client creates during the engagement, including the *14 Codes* manuscript, the Code

Reflections, and the certification curriculum. Provider does not claim ownership of Client's business or its outputs.

10. DELIVERABLES, CLIENT ASSETS, AND ADVERTISING SPEND

Where the Services include the creation of custom deliverables for Client (such as brand guidelines, marketing copy, content, creative assets, email and SMS sequences, landing pages, audience lists, or campaign builds), ownership of those finished, client-specific deliverables transfers to Client upon full payment of all fees due under this Agreement. Until full payment is received, all deliverables remain the property of Provider. Provider Materials and any underlying tools, templates, or systems used to produce the deliverables are excluded from this transfer and remain governed by Section 9.

Email list and audience ownership. The email list, SMS list, subscriber data, social following, and any audience built for or on behalf of Client during the engagement is **100% the sole property of Client**. Client will grant Provider working access to Client-owned platforms (including but not limited to Client's email service provider, SMS platform, landing-page tool, ad accounts, and analytics) so that subscribers, leads, and audience members generated through paid traffic, partnership outreach, opt-in offers, preorder campaigns, event capture, and other launch marketing efforts are added directly into Client's accounts. Provider does not retain, copy, export, or otherwise hold a separate copy of Client's list for any use outside this engagement. Any audience assets temporarily held in a Provider-controlled environment will be transferred to Client at the end of the engagement at no additional cost.

Advertising spend, platform fees, software subscriptions, print costs, and other third-party costs are **not** included in Provider's fees. Client is responsible for funding all advertising spend directly through Client's own ad accounts. Provider does not guarantee the performance, approval, or delivery of any third-party advertising, social media, or retail platform, and is not responsible for platform account suspensions, policy changes, ad rejections, listing or preorder limitations, or algorithm changes outside Provider's control.

11. RECORDINGS

If the Services include live sessions or working meetings, those sessions may be recorded for Client's benefit and reference. Recordings, when produced, will be shared with Client and retained by Provider for the duration of the engagement plus twelve (12) months. Client may opt out of recording at any time by written request.

12. COMMUNICATION AND RESPONSE WINDOWS

Between scheduled sessions, Client may reach Provider via **text message**. Provider will respond within twenty-four (24) hours during business hours, Monday through Friday, excluding holidays. Provider is not available outside of business hours and is not on call for emergencies. During the launch window (from the MLK weekend capture operation on January 15, 2027 through the close of launch week), Client receives extended **launch-week text access** with priority responsiveness, including weekend hours, as further described in Exhibit A.

13. TERMINATION

Either Party may terminate this Agreement **for cause** if the other Party materially breaches this Agreement and fails to cure the breach within ten (10) days after written notice. Termination for cause does not relieve Client of payment obligations for services already rendered.

Provider may terminate this Agreement at any time, at Provider's discretion, if Provider determines that the service relationship is no longer productive or appropriate. In such case, Provider will refund any pre-paid fees for Services not yet delivered. Client's commitment to the full Term as described in Section 4 remains otherwise enforceable.

Client's voluntary withdrawal from the engagement before the end of the Term does not relieve Client of the obligation to pay the full contract value stated in Section 4. If Client withdraws or terminates without cause before cohort 1 enrollment closes, the Cohort 1 Partner Share in Section 4 remains payable on any cohort 1 seats sold, provided cohort 1 opens on or before June 30, 2027. No refunds will be issued for Services not used.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Provider's total liability arising out of or related to this Agreement is limited to the total amount actually paid by Client to Provider under this Agreement in the three (3) months immediately preceding the event giving rise to the claim. Provider is not liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages.

15. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Provider from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of (a) Client's business decisions, operations, contracts, or actions, (b) Client's breach of this Agreement, (c) Client's misuse of Provider Materials, or (d) the content, marketing, claims, or sale of Client's own products or services, including the *14 Codes* book and the certification program.

16. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of laws principles. The Parties agree to resolve any dispute first through good-faith discussion. If the dispute is not resolved within thirty (30) days, the Parties will attempt mediation in Denver, Colorado, before pursuing litigation. Any unresolved dispute will be brought exclusively in the state or federal courts located in Denver County, Colorado, and the Parties consent to the jurisdiction of those courts.

17. ELECTRONIC SIGNATURE, ENTIRE AGREEMENT, SEVERABILITY, AMENDMENTS

The Parties agree that this Agreement may be executed electronically. An electronic signature, click-through acceptance, or signed PDF has the same legal force and effect as a handwritten signature, and a fully executed copy delivered by email or electronic signature platform is binding on both Parties.

This Agreement, together with Exhibit A, is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, proposals, and agreements, including Provider's proposal dated September 2, 2026. If any provision is held unenforceable, the remaining provisions remain in full effect. This Agreement may only be amended in writing, signed by both Parties. The failure of either Party to enforce a provision is not a waiver of future enforcement of that or any other provision.

18. SIGNATURES

By signing below, the Parties acknowledge they have read, understood, and agreed to this Agreement, including Exhibit A and the marketing selection made in Section 8.

PROVIDER SIGNATURE, DARIS WILSON, FROM THE FLOOR UP

Daris Wilson · September 6, 2026

CLIENT SIGNATURE

Rob Andrews, 14 Codes · Date: ____________________

EXHIBIT A

Selected Services

This Exhibit documents the specific Services purchased by Client, Rob Andrews, on behalf of 14 Codes, in connection with the January 15, 2027 launch of the *14 Codes* book and the opening of cohort 1 of the certification program. It captures deliverables, term, fee, and custom inclusions as agreed at the time of purchase, and is incorporated into and governed by the Service Agreement between the Parties.

SERVICE NAME	Tier 3, The Undercurrent — Strategy plus Done-For-You Launch Coordination for *14 Codes*
SERVICE FORMAT	Phase 1: one-time strategy and foundation build (September 2026). Phase 2: done-for-you Launch Retainer (October 1, 2026 through February 28, 2027) in which Provider serves as project coordinator for the launch, owning the activation and sales layer, with Client in the room on every decision.
DESCRIPTION	Provider will build and run the activation and sales machine for the *14 Codes* book launch, from a standing start with no email list, through launch week and into the opening of cohort 1 of the certification. This includes brand guidelines, offer architecture, the Amazon category and preorder plan, the launch calendar, list building from zero, lead magnet and email and SMS flows, landing pages, paid acquisition, local partnerships and activations, the MLK weekend capture operation, launch-week orchestration, and the cohort 1 launch and direct-to-consumer pivot. Client's public relations partner drives attention through PR, podcasts, press placements, and Instagram and Facebook posting. Client's publishing partner handles distribution, proofing, and formatting. Client controls the Amazon listing, pricing, and direct-to-consumer timing, and remains the face and voice of the brand.
DELIVERABLES AND ACCESS	**Phase 1 — September Build (strategy foundation):** • Two-and-a-half (2.5) hour kickoff session

- Written brand guidelines, messaging, and ideal customer profile for 14 Codes and Andrews Ventures & Investments: colors, type, voice, cultural standards for every vendor, and the reader being spoken to
- Three-way strategy call among Client, Provider, and Client's PR partner on brand framing, paid-ads ownership, and division of responsibilities, held before September placements go out, plus ongoing vendor coordination
- Offer architecture and funnel design (free to book to certification), with pricing and sequencing
- Amazon category and pricing strategy: two or three winnable subcategories, Kindle launch price, and preorder mechanics
- Launch calendar, September 2026 through February 2027, as the single source of truth across Client's team, PR partner, and publishing partner
- List-build playbook
- Tracking setup: GA4, Meta pixel, UTM links, and a weekly scorecard

Phase 2 — Core asset build (done-with-you layer):

- Lead magnet built from the Code Reflections: the "which code needs your attention" diagnostic, its results pages, and the tie-in to the influence assessment on 14codes.com
- Email flows: welcome, nurture, preorder push, launch week, post-purchase, and the cohort 1 invite
- Landing pages for the lead magnet, preorder, and MLK weekend capture, built on or beside 14codes.com
- Permission-pass campaign: the invite sequence to Client's approximately 1,067 consolidated contacts, written and built by Provider and sent by Client
- SMS list and preorder heat sequence: opt-in, December warm-up texts, and launch-weekend sends

Phase 2 — Done-for-you activation (run by Provider):

- Paid acquisition on Meta and TikTok, built and managed with weekly optimization, October 2026 through January 2027, subject to the ownership decision in Custom Inclusions
- Local partnerships, bookstore activations (including Tattered Cover and comparable venues), micro-influencers, local bloggers, and the affiliate lane, run by Provider
- Event piggybacks coordinated off Client's PR partner's podcast placements
- Early-reader team seeded for launch-week reviews
- MLK weekend capture operation, January 15 through 18, 2027: QR system, giveaway mechanics, print piece design, and the full-weekend run sheet, planned and run on the ground
- Launch-week orchestration: daily send plan, rank monitoring, early-reader review push, and the concentrated ask

- Certification cohort 1 launch: the cohort 1 offer, sales page, invite sequence, and the direct-to-consumer pivot for the book
- Weekly coordination call across Client, Provider, Client's PR partner, and Client's team, through launch and into the cohort
- One person accountable for the January number, with objective review of every asset before it ships

Estimated build hours: approximately 116 hours across Phases 1 and 2 (34 hours strategy foundation, 34 hours core asset build, 48 hours done-for-you activation). Weekly calls, the three-way strategy sessions, and retainer coordination sit on top of these hours.

Access: Client will grant Provider working access to Client-owned platforms (email service provider, SMS platform, landing-page tool, ad accounts, analytics, 14codes.com, and any other platforms required for the launch). All subscribers, leads, and audience members generated from these efforts will be added directly into Client-owned accounts.

SCHEDULE

Effective Date: September 6, 2026. **Phase 1 (September Build):** kickoff, brand guidelines sprint, three-way strategy call, and the permission-pass invite, all delivered in September 2026. **Phase 2 (Launch Retainer):** October 1, 2026 through February 28, 2027, with weekly coordination calls throughout. Key milestones: list building and paid traffic from October; local partnerships locked mid-November through December; SMS heat and preorder push in December; MLK weekend capture January 15 through 18, 2027; launch week and Amazon category push in January; direct-to-consumer pivot and cohort 1 open in February 2027. The Term ends February 28, 2027.

TOTAL FEE

Total contract value: $17,500. September Build Fee: $7,500. Launch Retainer: $10,000 ($2,000 × 5 months, October 2026 through February 2027). Plus the Cohort 1 Partner Share: 10% of gross certification revenue from cohort 1, invoiced when cohort 1 enrollment closes.

PAYMENT SCHEDULE

Build Fee: $3,750 due on signing via Stripe invoice, and $3,750 due September 30, 2026 via Stripe invoice. Launch Retainer: $2,000 auto-charged via Stripe to Client's payment method on file on the 1st of each month, October 1, 2026 through February 1, 2027 (five charges). Cohort 1 Partner Share: invoiced when cohort 1 enrollment closes, due within 15 days of receipt.

COMMUNICATION CHANNEL

Text message is the primary channel for async support, with a 24-hour response window during business hours, Monday–Friday, excluding holidays. Weekly coordination calls via Zoom or phone.

During the launch window (MLK weekend, January 15 through 18, 2027, through the close of launch week), Client receives priority launch-week text access, including weekend hours.

CUSTOM INCLUSIONS

- **Cohort 1 Partner Share.** Provider receives 10% of gross certification revenue from cohort 1, calculated on all cohort 1 seats sold through any channel, invoiced when enrollment closes and due within 15 days. Client will provide a written seat count and gross revenue figure within 10 days of enrollment closing. The Partner Share applies to cohort 1 only. Any participation in later cohorts is subject to a separate written agreement.
- **Paid-ads ownership.** Paid acquisition management is included in this Tier and is Provider's to run. Final ownership of paid management will be confirmed on the three-way strategy call in September. If the Parties and Client's PR partner agree on that call to place paid management elsewhere, Provider's fee is unchanged and Provider continues in a strategy, oversight, and weekly steering role on paid.
- **Ad spend and tools.** Ad spend (recommended at $1,500 to $3,000 per month on Meta and TikTok from October through January, $300 to $500 in Amazon ads during the launch window, and roughly $8,000 to $14,000 total across the engagement), the email and SMS platforms, landing-page tooling, QR and short-link tools, and MLK weekend print costs are Client's, set and controlled by Client, and are not part of Provider's fee. Provider will recommend and confirm the tool stack with Client in September.
- **Email and SMS list ownership.** The 14 Codes email list, SMS list, subscriber data, and any audience built during the engagement is 100% the sole property of Client and will be added directly into Client-owned platforms.
- **Platform access.** Client will grant Provider working access to Client-owned email, SMS, landing-page, ads, analytics, and website platforms for the duration of the engagement.
- **Vendor coordination.** Provider will coordinate with Client's PR partner and publishing partner from one launch calendar. Those vendors remain contracted by and accountable to Client, and Provider's deliverables that depend on them (including preorder availability for print and Kindle) are subject to their timely cooperation. If the listing does not support preorders, the same plan runs on launch week instead.
- **Permission-pass campaign.** Provider writes and builds the invite sequence to Client's consolidated contacts. Client sends it from Client's own accounts and is responsible for confirming that Client has appropriate permission to contact those individuals.
- **No pause.** Because the Term is fixed to the January 15, 2027 launch date, this engagement does not include a pause option.

OTHER NOTES

Out of scope (Client responsibility unless added in writing):

- Advertising spend, platform fees, software subscriptions, and print costs
- Public relations, podcast bookings, press placements, and Instagram and Facebook posting, which remain with Client's PR partner
- Book distribution, proofing, formatting, and the Amazon listing itself, which remain with Client's publishing partner and Client
- The *14 Codes* manuscript, the Code Reflections, and the certification curriculum, which remain Client's and are not edited by Provider
- Any dedicated New York Times bestseller list campaign or spend
- Client's political communications and campaign work, which stay fully separate from this engagement
- Any broader role across Andrews Ventures & Investments beyond the 14 Codes launch, to be scoped and priced separately once the list and cohort are established
- Logo design, cover design, photography, and video production beyond the launch assets named above
- Custom AI Automation Services (see Excluded Services below)

EXCLUDED SERVICES

Custom AI Automation Services

Custom AI Automation Services are **not** included in this Agreement. These services include but are not limited to agent and workflow design, custom prompt engineering, automation builds, API integrations, plugin development, and ongoing automation maintenance. AI Automation Services are offered under a separate written agreement with a one-time setup fee plus a monthly retainer.

If Client wishes to engage From The Floor Up for AI Automation Services, a separate written agreement must be executed before any work begins. Discussion of AI Automation Services during the course of another Service does not create an engagement for those services.

END OF EXHIBIT A