TERMS OF SERVICE

THIS AGREEMENT is entered into by and between **MO'C Portfolio Analytics**, a Washington State sole proprietorship managed by Michael C. O'Connor (“Consultant”), and you (“Client”).

1. Purpose & Scope of Services

Client wishes to retain Consultant to provide exceptional developmental editing of an article that is to be submitted for publication… based on Consultant’s knowledge and foresight regarding the proper concerns of editors and referees about the reliability of the economic or financial analysis, its statistical significance, and the clarity of its presentation (the “Services”).

Or, relatedly, Client wishes to retain Consultant to review the quantitative models and algorithms and code that Client has used to process data, revising and extending as needed (the “Services”).

This Agreement establishes an absolute assurance of confidentiality for Client, while assuring a seamless, unrestricted delivery of intellectual property from Consultant.

2. **Confidentiality**

Consultant acknowledges that in the course of performing the Services, Client will disclose highly sensitive, pre-published academic working papers, and econometric methods (and possibly software scripts, e.g. Python/NumPy, R, etc.).

Consultant promises and agrees:

- To absolutely hold all Client materials in strict confidence.
- To never disclose, leak, or share Client’s manuscripts, data, or source code with any third party.
- To operate under a strict domain firewall. Client’s quantitative logic, signals, or algorithmic strategies will never be integrated into or utilized by Consultant’s personal portfolio management schemes or private financial enterprises.

3. **Exclusions from Confidentiality**

Consultant's obligations of confidentiality do not apply to any information that is or becomes publicly known through no fault of Consultant (such as the official publication of the manuscript in a peer-reviewed journal or on a public repository like SSRN).

4. **Client Ownership of Deliverables**

All deliverable extended and edited text, or code, that is produced by Consultant as part of the Services is to be exclusively owned by Client. Client is neither required nor encouraged to credit Consultant with its production.

5. **Liability**

The deliverables are offered AS-IS, without warranty of fitness for the purpose of furthering Client’s interests. In particular, the use of any new, extended or rewritten code delivered to Client by Consultant is subject to the following terms: The software is provided "AS-IS", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the author be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

Consultant’s total liability exposure is limited to the fee that Client paid.

6. **Refunds**

Full refunds will automatically be given if, for any reason, Consultant is unable to fully perform the Services as agreed. Refunds will not be provided based on editor or referee objections to the quality of the submitted article.

7. **Term of Protection**

Consultant’s duty to protect Client’s pre-published material survives for a period of seven (7) years from the date of disclosure, or until such time as Client publicly releases or publishes the underlying manuscript, whichever occurs first.

8. **Governing Law**

This Agreement shall be interpreted and governed exclusively by the laws of the State of Washington, USA.

Revised 20260923.