



Rvampp Brand Consulting LLC

Social Media/Branding Contract

Business: Rvampp Brand Consulting LLC

Recipient:

This contract is between Rvampp Brand Consulting LLC (the "Business") and Jana Peterson (the "Client") dated 11/10/2023.

This comprehensive service agreement between Rvampp Brand Consulting L.L.C. and its clients outlines the provision of remote graphic design, social media management, and marketing services. The contract establishes clear terms regarding standards, communication, payment policies, independent contractor status, intellectual property ownership, confidentiality, responsibilities, and the use of materials, ensuring a transparent and mutually beneficial professional relationship.

Terms

Rvampp Brand Consulting L.L.C.

This service agreement details the services to be provided and the responsibilities of each party. Throughout this agreement, the provider of services will be referred to as the "Contractor," and the party receiving the services will be referred to as the "Client." For any clarification on the terms outlined in this agreement, please contact the issuing party PRIOR to signing the agreement.

SCOPE OF WORK

The Contractor will provide the following services (collectively, the "Services") as agreed upon via email/proposal/phone: Email Proposal sent as an attachment to this contract. The Services

will be supplied remotely.

STANDARDS

The Client agrees that the Contractor is to perform the Services to the best of their ability and that recommendations given with relation to the Services are provided for the benefit of the Client. The Contractor will perform the Services in accordance with reasonable instruction given by the Client to the Contractor. The Contractor agrees to provide the Services in compliance with applicable laws and regulations.

COMMUNICATION

The Client agrees that the business details provided to the Contractor are correct and will inform the Contractor of any changes. In the event of the Client being unsatisfied with the Services provided by the Contractor, it is the Client's responsibility to notify the Contractor in writing, at their earliest convenience. The Client will not be entitled to compensation, financial or otherwise, where a loss is incurred as a result of their failure to notify the Contractor of a change in business operation or details.

PAYMENT POLICY

Invoices will be systematically generated by the Contractor on a MONTHLY basis, unless an alternative arrangement is mutually agreed upon in writing. Payment terms require settlement no later than 7 days from the date of the invoice. To ensure seamless transactions, it is a prerequisite for the Client to remit payment in advance for the entire month's services.

All payments must be made through the SquareUp application. The Client is required to keep a recurring payment method on file for ongoing monthly transactions. Compensation for the Services will be in accordance with the agreed-upon quote delineated in the Client's "Scope of Work." Any additional services rendered beyond the agreed scope will be subject to compensation as necessary. The Contractor retains the right to decline additional work based on considerations of availability and competency. Notably, any expenses related to advertising and promotional activities will be billed separately and are the responsibility of the Client.

INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor has the right to perform services for others during the term of this Agreement.
- (b) The Contractor has the right to hire subcontractors or use employees to provide the Services.
- (c) The Contractor or the Contractor's employees or subcontractors shall perform the Services.
- (d) The Contractor has the right to perform the services in accordance with their own work hours and desired workload.

WORK OWNERSHIP

Following the publication of any content, the Client is granted full intellectual property rights to all plans, designs, and marketing materials crafted by the Contractor in association with the Services. The Contractor commits to refraining from reusing these materials post-publication, except for their promotion of graphic design, social media management, and marketing services. Any content not yet utilized by the company remains the property of the Contractor.

WAIVER

The Client agrees that all materials, including logos, images, and information provided to the Contractor, are owned by the Client, or that the Client has permission from the rightful owner to use such materials in the commercial promotion of their business. The Client will hold harmless and defend the Contractor from any claim or suit which may arise from the use of such materials.

CONFIDENTIALITY

The Contractor agrees that any information regarding the operation, financial position, and marketing strategy of the Client is to be considered confidential. The Contractor will not at any time disclose to any third party any information that is identified as confidential by the Client. The Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective upon termination of this Service Agreement.

RESPONSIBILITY

The Client is responsible for providing an agreed-upon quantity of images and written copy for the Contractor to complete the Services. The Contractor strives to provide error-free work. Typographical errors or mistakes that are clearly the fault of the Contractor will be corrected at no charge. Final proofreading is the responsibility of the Client via the calendar and task website "Asana".

RESULTS

Where the services include social media marketing, developing marketing strategies, or other paid online marketing services, the Contractor will use reasonable endeavors to successfully promote the Client's business but does not guarantee increased exposure, public awareness, increased website traffic/clicks, or any particular outcome from the provision of the above Services.

SOCIAL MEDIA SECURITY

Upon completion of the project, the Client acknowledges and agrees that it is their sole responsibility to promptly change all social media passwords associated with the Contractor's services. This measure ensures the security and integrity of the client's social media accounts following the completion of the agreed-upon project.

TERM/TERMINATION

Either party is able to end this agreement by giving written notice of intention to terminate the agreement. The contract runs month to month and will be completed for that current month. This period is required to ensure any scheduled works are completed, and a professional handover can take place where required. In the event of termination, the Client will pay the Contractor for all services up to and including the date of termination. The Contractor is responsible for issuing an amended invoice upon issuing/receiving notice of termination.

TERMINATION NOTICE PERIOD

Either party must provide at least 30 days' written notice before the intended date of termination.

OUTSTANDING PAYMENTS UPON TERMINATION

Upon termination, any outstanding payments for services rendered up to the termination date must be settled within 14 days.

FORCE MAJEURE

In the event that either party is unable to fulfill its obligations due to unforeseen circumstances beyond their control, such as natural disasters or war, the affected party will be excused from performance during the duration of the event.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.