

TERMS OF SERVICE AGREEMENT

Alisa Bonsignore, located at 5834 Corte Margarita, Pleasanton, CA 94566 (“WRITER”) enters into this Independent Contractor Agreement with the undersigned (“CLIENT”), who is identified with more particularity at the end of this Agreement as well as in the Statement of Work, which is attached to this Agreement and incorporated herein by reference.

1. CLIENT PROJECT, SERVICES, SCOPE AND FEES.

WRITER shall provide Services per the Statement of Work attached to this Agreement. Services shall commence on the date of execution of this Agreement. Changes to the Statement of Work or this Agreement must be agreed to in writing. Services shall be delivered based on the estimate provided in the Statement of Work.

2. PROJECT RESPONSIBILITIES

a. CLIENT agrees to undertake those tasks identified in the Statement of Work in conjunction with the services to be performed by WRITER. WRITER shall exercise the highest degree of professional skill in providing such services. WRITER shall at the request of CLIENT undertake edits and revisions of the FIRST DRAFT up to a maximum number of REVISION HOURS stated in the Statement of Work.

b. CLIENT shall respond to WRITER’s requests for input or content in a timely manner. Should CLIENT fail to respond to said requests within a reasonable amount of time, WRITER reserves the right to move back any deadlines in the Schedule of Work at writer’s discretion. Should CLIENT demand delivery of the work product prior to WRITER’s new deadline, CLIENT shall be subject to a “Rush Charge” of an additional \$ [REDACTED] / hour.

c. CLIENT may request WRITER to perform services outside the scope of the Statement of Work in which case WRITER shall bill CLIENT \$ [REDACTED] per hour of services rendered as “Additional Services”.

3. WRITER FEES

a. WRITER will bill client at an hourly rate as per the Statement of Work for all time spent executing the SERVICES necessary to complete the PROJECT.

4. INVOICES. WRITER will submit invoices to CLIENT as specified in the Statement of Work, CLIENT shall pay WRITER no later than thirty (30) calendar days following the submission of WRITER’s invoices. Other than WRITER providing the services stated in the Statement of Work and the submission of accurate invoices reflecting those services, there are no other pre-conditions for payment to WRITER.

5. EXPENSES

WRITER shall be responsible for all expenses relating to WRITER’s work except for those expenses CLIENT agrees in advance, in writing in the Statement of Work, to reimburse, and as to such reimbursable expenses in the Statement of Work. WRITER shall itemize said expenses on invoices with documentation.

6. INDEPENDENT CONTRACTOR STATUS

a. WRITER is an independent contractor as defined by Internal Revenue Code and not an employee, agent, joint venture, or partner of CLIENT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between WRITER and CLIENT. WRITER is not an employee of CLIENT for any purpose, including, but not limited to, state or federal income tax and employment taxes and workmen’s compensation insurance.

7. INDEMNIFICATION OF LIABILITY

CLIENT shall indemnify and hold WRITER harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, including all claims relating to the injury or death of any person or damage to any property which arise with respect to work for CLIENT which is not in whole or in part the result of CLIENT’s action and/or performance under this agreement.

8. ASSIGNMENT

Neither CLIENT nor WRITER may assign this agreement without the written consent of the other.

9. TERMINATION OF AGREEMENT

a. Should WRITER or CLIENT default in the performance of this Agreement or materially breach any of its

provisions, the non-defaulting party may terminate this Agreement by giving written notice to the other. This Agreement may be terminated prior to its expiration with 14 days notice at which time WRITER shall bill CLIENT for all work rendered. Should CLIENT terminate Agreement prematurely without cause CLIENT shall be subject to an early termination penalty of [REDACTED].

10. INTELLECTUAL PROPERTY

a. After CLIENT has paid WRITER in full, CLIENT shall own all work product delivered to CLIENT which resulted from Services of WRITER hereunder. CLIENT will have the right to obtain and hold copyrights and similar protection which may be available for such work product. WRITER agrees to give CLIENT such assistance, at CLIENT's expense, as may be reasonably required to perfect such rights.

b. CLIENT warrants that the use of all materials provided to WRITER by CLIENT will not violate intellectual property rights, and WRITER has no responsibility to undertake any investigation of material provided by CLIENT to assure that there is no conflicting intellectual property rights, unless WRITER has specifically agreed to undertake such an investigation as set out in Section Three of the Statement of Work.

11. DISCLOSURE OF INFORMATION

a. Any confidential information delivered or disclosed by CLIENT or others acting on its behalf to WRITER incidental to or in connection with performance of or included in this Agreement shall be and remain the property of CLIENT and shall be used only to the extent necessary for performance of this Agreement and may be duplicated for or disclosed to only those persons within WRITER's organization having a need to know for purposes of performance pursuant to this Agreement.

b. WRITER may identify CLIENT in WRITER's marketing material, including a brief description and screenshot of the project. WRITER may also use samples of work in WRITER's marketing materials unless prior to the termination of this Agreement CLIENT provides WRITER with written notice that writer may not utilize the Work Product in this manner.

12. LIABILITY AND WARRANTIES

a. WRITER does not provide expressed or implied warranties for their services provided herein, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. WRITER shall, under no circumstances, be liable for general or consequential damages, for any claim in contract or tort relating to this agreement. WRITER's liability if any, to CLIENT for all claims arising under this Agreement, regardless of theory of recovery, shall not exceed for any PROJECT the amounts actually paid by CLIENT to WRITER for services pursuant to this agreement and the particular Contract Attachment for the work on which the liability is based.

13. DEFAULT, JURISDICTION, and DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. If CLIENT fails to pay when due, in addition to WRITER's other rights under this Agreement, WRITER shall be entitled to a late fee of 10% of the amount owed, and 10% interest per annum on unpaid sums at the legal rate. Any dispute under this Agreement whose value does not exceed \$7500 must be resolved in the small claims court of Alameda County, California. In the event WRITER initiates a legal action to collect unpaid fees, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. Should a claim exceed \$7500 both parties shall submit the claim first to mediation, then to arbitration in English with the Judicial Arbitration and Mediation Services (JAMS) subject to JAMS's streamlined commercial rules within Alameda County, California. Legal fees as well as arbitration and mediation fees shall be allocated by JAMS based on the comparative fault of the parties.

14. NOTICES

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

15. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements

between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

16. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

Executed at the City of Pleasanton, California.

CLIENT

Company Name: _____

By (Print Name and Title): _____

Signature: _____

Date: _____

WRITER

Alisa Bonsignore

Signature: _____

Date: _____

Please sign and return a signed copy of this agreement to via email at alisa@clarifyingcomplexideas.com or by mail at 5834 Corte Margarita, Pleasanton, CA 94566.