

This agreement is between *Pink Swann Company, LLC dba High Class Hustle* (hereby known as 'the Contractor' and you as the brand client (hereby known as 'the Client').

The Contractor agrees they have the necessary qualifications, insurance, skills, and experience to provide consulting services (detailed in <u>Amendment 1</u>) to the Client.

TERMS OF AGREEMENT

This Agreement will begin no earlier than the date of the first membership payment and remain in force on a month-to-month basis. Both the Client and the Contractor agree to do everything they can to allow the terms of this Agreement to come into effect. The Contractor acknowledges that services provided under this Agreement will be done as an independent contractor rather than an employee. This Agreement is exclusively a service contract.

PAYMENT

The Client agrees to pay the Contractor a monthly recurring fee for the full duration of this Agreement. This payment will be due in advance. A breakdown of the Contractor's fees will be provided in Amendment 2.

Invoices will be submitted by the Contractor in due course, via email or in person, and will be paid by the Client immediately upon receipt.

Should this Agreement be terminated by the Client early, or by nonpayment, and the Contractor has not breached the contract in any way, services may be put on hold or canceled.

LATE PAYMENTS

If the Client fails to maintain membership payment the Contractor may choose to suspend all service provisions until the payment is made or charge interest at a rate of 30%.

EXPENSES & REIMBURSEMENTS

Should the Contractor incur reasonable expenses (not included in the initial fee) while providing services to the Client, the Contractor will be reimbursed. All expense claims should be pre-approved by the Client prior to submission.



DEFECTIVE SERVICES

The Contractor agrees to notify the Client immediately of delays or problems that impact the provision of the services stated in this Agreement and provide recommendations on how to proceed. The Client agrees to notify the Contractor of any complaints or defects in their performance of the services. All defects highlighted by the Client or Contractor must be rectified within 7 days or as soon as reasonably possible.

CONFIDENTIALITY

The Contractor agrees to never reveal, report, or disclose any confidential information they obtain during this Agreement indefinitely.

Confidential information refers to, but is not limited to:

- Data and information about the Client company
- Data and information about personnel (both business and personal information)
- Information that is not general knowledge or publically known
- Any information that could cause harm to the Client.

All communication, information, and material provided by the Client to the Contractor are bound under the confidentiality of this agreement - regardless of whether the information was provided before, during, or after the Agreement was established. This includes both written and oral communications.

INTELLECTUAL PROPERTY

Intellectual property includes, but is not limited to:

- Trade secrets
- Moral rights
- Goodwill
- Registrations & Applications
- Patent rights, trademarks, copyrights
- Trade names and design; and will remain the sole property of the Client.

The Contractor may not use any Intellectual Property for anything other than the services detailed in this Agreement unless the Client provides written consent.



RETURN OF PROPERTY, EQUIPMENT & MATERIALS

At the end of this Agreement, the Contractor agrees to return all property, documentation, and confidential records to the Client and must not retain copies. Unless otherwise stated, all equipment needed to perform the services of this Agreement will be provided by the Contractor at their own expense.

SUBSTITUTIONS

Unless otherwise stated within this Agreement, the Contractor may subcontract third parties to perform certain services within the Agreement. The Client agrees not to attempt to hire or engage with additional third parties to help with the services provided in this Agreement without the consent of the Contractor. All subcontractors will be agents of the Contractor and will remain the responsibility of the Contractor. Third-party services will be paid for by the Contractor as part of their payments from the Client. No direct payments between the Client and the sub-contractor will be submitted.

AUTONOMY

The Contractor will retain full autonomy over their work schedule, methods, and decision-making in regard to providing the services set out in this Agreement. The Client agrees to allow the Contractor to work autonomously. However, the Contractor must still be responsive to all concerns and needs of the Client.

LIABILITY

Neither party will have liability for the other party with regards to:

- Loss of profits
- Loss of sales
- Loss of contracts
- Damage to goodwill
- Accidental corruption or loss of software and data

EXCLUSIVITY FOR SIMILAR SERVICES

Both parties acknowledge this Agreement is non-exclusive in regards to similar services. The Client can engage with or contract other third parties to perform similar services. The Contractor can engage with and take on work for other clients during the same period.



MODIFICATIONS

Should either party require modifications or additional services to be added to this Agreement, written authorization must be provided and evidenced by both parties.

TERMINATION

Either party maintains the right to terminate this Agreement at any point. Termination will require written notice. Termination may also occur if either party commits a breach of the contract, which fails to be rectified within 30 days. Where possible, a written 30 days notice of termination should be provided.

Both parties acknowledge and agree to the terms of this legally binding Agreement.



AMENDMENT 1

THIS STATEMENT OF WORK ("SOW") is entered into by and between the Client and *Pink Swann Company, LLC dba High Class Hustle* ("Service Provider") pursuant to the parties' <u>Brand Support Agreement</u>.

Description of Services and/or Deliverables

The Service Provider will provide resources in support of the project. The period of performance is outlined in the Term/Schedule section below.

Term/Schedule

One Brand Objective will be performed by the Service Provider per 30 days, work as outlined below:

Functional Objectives	Strategy
Brand Messaging	To showcase who you are as a business in a consistent & effective manner.
Email Marketing	To build brand value, promote your products/services & incentivize customer loyalty.
List Building	To gain brand awareness, boost profits & expand your reach in the market. The money is in the list!
Sales Funnel	To help understand your customer journey in order to optimize your brand messaging to increase sales.
Content Optimization	To create content in a way that it can reach the largest audience possible; Increase engagement
Content Scheduling	To secure time freedom by scheduling a lot of content at one time, freeing up your time to do more of the things you love!
Cold Outreach	To increase brand awareness & boost networking.
Social Media Management	To position your brand identity online in order to increase customer engagement & generate leads.



Location

All work related to this project will occur remotely. The Service Provider will not perform work at any other location unless approved in advance, and the In-person Mission Meeting Fee has been received.

Deliverables

The Service Provider will be available to perform consulting services, such as:

- Develop Process Plans that will direct the overall content and approach for the brand
- Provide input to the Client to help develop efficient work processes and schedules
- Work with the Client, business owner(s), and subject matter experts to develop content
- Develop prototypes and templates which can be implemented by other providers
- Review materials developed by other providers to ensure consistent standards and approaches
- Participate in brand strategy planning and review meetings
- Develop reusable strategies and templates that can be applied to programs across the organization
- Provide input for post-training tracking and evaluation

Assumptions

- The Client, or its primary contact will work with the Service Provider to identify priorities, assign tasks and develop work estimates to ensure that service is rendered.
- The Service Provider will be paid for services in advance.
- Additional staff will be contracted separately on a project-by-project basis.
- All materials developed under this SOW are the property of the Client
- Travel cost (if any) will be billed to the Client at cost. Other Direct Costs (ODCs) will be invoiced at cost plus administrative burden.

Fee Schedule

See Amendment 2

All travel, lodging, and entertainment expenses must be billed in advance to the Client, and will be in addition to the program subscription fee.



At its discretion, the Client will book all travel and related expenses. Service Provider's rates and prices do not include sales tax, and if such tax is applicable, it will be invoiced as a separate line item.

Invoice Schedule

The Service Provider will invoice the Client in advance for any services requested. In addition to the above, ODC's and pre-approved travel or entertainment expenses will be billed as incurred.



AMENDMENT 2

FEES BREAKDOWN

Services	Cost
DIY Growth Support Plan (Diamond Membership)	\$25/monthly
VIP Strategy Plan Management (Platinum Membership	\$200/monthly
Monthly Website Hosting	\$36/monthly
Basic Website Setup	\$250
Premium Website Setup	\$750
Premium Plus Website Setup	\$1100
Front Page Optimization	\$360
SEO Optimization	\$200/page
Add a website page - w/ SEO	\$120 \$300
Content Writing	\$25
- Up to 250 words	\$40
- Up to 500 words	
- Up to 1000 words	\$110
Social Media Style Guide	\$120
In person Consultation	\$135
Logo Design	\$150

