Services Agreement

USE OF THIS TEMPLATE IS OPTIONAL. CONTRA OFFERS THE PARTIES THE OPTION TO UPLOAD THEIR OWN TERMS INSTEAD OF USING THIS TEMPLATE.

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All Contra platform users must confirm the terms of this agreement are suitable for their project and also confirm the terms comply with the laws of their applicable jurisdiction. Contra disclaims any liability with regard to this services agreement and is not responsible for not only the results or outcome but also any losses, relating to the use of any part of this agreement. Contra is not a party to any services agreement between the Parties and is not responsible for any losses, liabilities of either party, or disputes between the Parties.

This Services Agreement ("***Agreement***") is entered into as of: August 23, 2023 (The effective date of the Agreement shall be when both Parties sign this Agreement, the "***Effective Date***"), between XYZ Corp ("***Client***"), john.client@example.com and _____ referred to as ("***Independent***"), _____.

Client and Independent are each a ***"Party"*** (and both the, ***"Parties"***) to this Agreement.

Parties desire to have Independent perform Services for Client, subject to and in accordance with the terms and conditions of this Agreement. Independent affirms they have the skills and experience necessary to perform the Services outlined in this Agreement. The Parties also agree they are aware of all applicable rules, regulations and laws ("Applicable Law") that relate to this Agreement and will abide by such Applicable Law.

Parties agree to utilize the platform provided by Contra.Work Inc. ("Contra") to facilitate the Project as described within and established by this Agreement. The parties agree that this Agreement does not change their obligations to follow Contra's Terms of Service.

THEREFORE, the Parties agree:

1. Services/Deliverables

Independent agrees to perform the following scope of Services and provide the following Deliverables, if applicable to Client, referred to herein as the ("Project"):

(Phase 1) Discovery, Planning, & Strategy

- What I heard / questionnaire
- Light positioning
- Competitive landscape & research - Audience overview
- Keywords, traits, tonal analysis
- Content planning
- Project goals

(Phase 2) Visual Design

- 2 visual directions of 1-2 core pages
- Enough fidelity to convey the tone & intentions of the specific visual direction - Desktop viewport format only

- Requirements gathering and analysis
- Market research and competitive analysis
- Audience demographics and behavior analysis
- Keyword research and analysis
- Brand positioning and tonal analysis
- Content planning and strategy
- Goal setting and project objectives
- Execution and implementation of content marketing plan
- Monitoring and tracking project progress
- Reporting and analysis of campaign performance
- Optimization and refinement of content based on analytics
- Final project evaluation and lessons learned

2. Project Timeline

2.1 Project Start and End Dates

(a) The Project Start Date shall be August 23, 2023 or if the Project includes an upfront payment, the date the Client makes the upfront payment, whichever date is later.

(b) The Project End Date shall be October 23, 2023.

(c) For Invoice-billed hourly rate or Invoice-billed fixed _____ rate Projects, the Project End Date shall be (i) _____; or (ii) when services are completed; or (iii) when Client ends the Project communicating such termination to Independent using the Contra platform, in accordance with Section 9.5, whichever is sooner. Project Term shall mean the period between the Project Start Date and Project End Date.

2.2 Delivery Schedule/Milestone Payments

If applicable, list dates for when the Deliverables, designs, modules, software, products, documentation and other materials will be provided to Client ("Milestone Deliverable") and, if Milestone Payments apply, corresponding payment ("Milestone Payment") for each Milestone Deliverable.

2.3 Acceptance of Deliverables

(a) **Automatic approval and release of payment.** IF CLIENT DOES NOT USE THE CONTRA PLATFORM TO REQUEST REVISIONS TO DELIVERABLES (AS DEFINED BELOW) OR CLIENT DOES NOT SUBMIT A REQUEST FOR REVISIONS OR DISPUTE WITHIN 120 HOURS OF DELIVERY OF DELIVERABLES (See Section 10 for Dispute Resolution), CLIENT WILL BE DEEMED TO HAVE APPROVED INDEPENDENT'S DELIVERABLES AND PAYMENT WILL BE AUTOMATICALLY RELEASED TO INDEPENDENT.

(b) **Client Approval or Request for Revisions to Deliverables.**Client will review, evaluate and/or test the Deliverable(s) and Milestone Deliverables, collectively referred to in this paragraph as "Deliverable(s)" within 120 hours of receiving the Deliverable(s). If the Deliverable(s) do not satisfy what was agreed upon in Section 1, then Client will request revisions to the Deliverable(s) and provide a reasonably detailed explanation through the Contra platform, identifying the defects in the Deliverable(s) (a **"Defect Report"**) and, if applicable, additional work and/or modifications needed to satisfy the agreed upon Deliverables. After Independent receives a Defect Report, Independent will use reasonable efforts to modify the Deliverable(s) and re-submit the Deliverable(s) to Client for review within 120 hours of delivery. This procedure will repeat until 1) Client does not submit any further requests for revisions within 120 hours of receipt of revised Deliverables or 2) approves Deliverables or 3) either Party submits a Dispute on the platform.

(c) **Revisions to Deliverables.** Revisions requested in a Defect Report are limited to satisfying the Deliverable(s) description. If Client requests changes outside that scope, additional fees can be negotiated.

3. Payment Terms

3.1 Fees & Payment Timing

As Independent's sole compensation for the performance of Services listed in Section 1, Client will pay Independent the following fees using Contra's platform according to the specific terms and schedule indicated below:

(a) __X__ **One-time fixed amount.** Flat fee in the amount of $230.00 released to Independent upon completion of the Project. Client agrees to pay Independent $10.00 as a nonrefundable, upfront payment before Independent begins any work. Any upfront payment will be immediately released to Independent's Contra account wallet, however, Independent will not receive payment until after the payment is processed by the third-party payment processor. The remaining balance is withheld from the Independent's Contra account wallet until Client accepts Deliverables or Client does not accept nor request revisions to Deliverables within one hundred twenty (120) hours after Independent provides Deliverables to Client.

(b) _____ **One-time hourly amount.** Flat fee in the amount of _____ based on an hourly rate of _____ multiplied by a maximum amount of hours of _____. Client will deposit the entire flat fee upon signing the contract. At the end of the project, Independent will report the total number of hours worked. If hours worked are fewer than the maximum, Client will receive a refund of the residual amount (or the full amount, if the transaction is canceled). Any residual amount will be returned to Client's default payment method on file and is subject to processing time by third-party payment processor.

(c) _____ **Milestone deliverables.** Payments will be made according to the Milestone Delivery Schedule in Section 2.2. Client will deposit the amount of the first Milestone Deliverable and will deposit subsequent Milestone payments after acceptance of the preceding Milestone Deliverable. Client will have one hundred twenty (120) hours to accept each Milestone Deliverable. If Client does not accept or request revisions to a Milestone Deliverable within one hundred twenty (120) hours, the amount for that Milestone Deliverable will be automatically released into Independent's Contra account wallet.

(d) _____ **Hourly invoicing amount.** Payment to be based on a rate of _____ per hour. The maximum permitted billable hours per invoice is _____. Independent will use the Contra platform to submit invoices to Client on a _____ cadence, or other frequency at their own discretion. Client will pay the Independent the full amount due in the invoice upon receipt, or request a revision of submitted hours. Once the invoice is paid by Client, payment will be deposited into Independent's Contra account wallet.

(e) _____ **Fixed invoicing amount.** Payment is a fixed rate of _____ invoiced automatically on a _____ cadence and paid on the agreed-upon _____ of each _____ period. Client will use the Contra platform to pay the Independent the full amount due upon receipt. The initial payment will either be in full or pro-rated in the amount of _____. Once the invoice is paid by Client, payment will be deposited into Independent's Contra account wallet.

3.2 Third-Party Payment Processing and Foreign Exchange Fees

Client shall be responsible for third party payment processing fees. Any foreign exchange fees shall be paid by the Party incurring the fees.

3.3 Limitation of Liability

The Parties understand that payment services are offered through a third party payment processor on the Contra platform and that Contra is not responsible for either Party's payment obligations or for ensuring that either Party will get paid.

4. Relationship Of The Parties

4.1 Independent Contractor

Independent is an independent contractor and nothing in this Agreement will be interpreted as establishing an employment or agency relationship between Client and Independent. Independent has no authority to bind Client by contract or otherwise. Independent will perform Services under the general direction of Client, but

Independent will determine, in Independent's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Independent will at all times comply with applicable law.

4.2 Taxes and Employee Benefits

Independent is responsible for payment of all applicable taxes, including but not limited to employment and sales taxes, fees or any other amount owed to any government agency relating to amounts paid pursuant to this Agreement. Independent will report to all applicable government agencies as income all compensation received by Independent pursuant to this Agreement. Independent will be solely responsible for payment of all compensation to all Independent personnel (as defined in Section 7.4), as well as for payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency. Independent personnel will not be entitled to any benefits paid or made available by Client to its employees, including, without limitation, any vacation, illness, insurance, stock, monetary plans or benefits.

4.3 Liability Insurance

Independent acknowledges that neither Client nor Contra will carry any liability insurance on behalf of Independent.

5. Ownership

5.1 Independent Work Product

"Independent Work Product" includes all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Independent may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection. Independent Work Product includes without limitation any Deliverables that Independent delivers to Client pursuant to Section 1

5.2 Ownership of Independent's Work Product

Unless exceptions are included in the Deliverables, and to the fullest extent permitted by Applicable Law, Independent agrees that all Independent Work Product will be the sole and exclusive property of Client. Independent hereby irrevocably transfers and assigns to Client, all right, title, and interest in and to the Independent Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively,***"Intellectual Property Rights"***) therein. At Client's request and expense, during and after the term of this Agreement, Independent will assist and cooperate with Client in all respects, without charge and will execute documents, and will take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Independent Work Product. Independent hereby appoints the officers of Client as Independent's attorney-in-fact to execute documents on behalf of Independent for this limited purpose.

5.3 Moral Rights

To the fullest extent permitted by Applicable Law, Independent also hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, and waives and agrees never to assert, all Moral Rights (as defined below) that Independent or any Independent personnel may have in or with respect to any Independent Work Product, during and after the term of this Agreement. ***"Moral Rights"*** mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from

circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

5.4 Related Rights

To the extent that Independent owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Client of the rights assigned to Client under this Agreement (collectively, ***“Related Rights”***), Independent hereby grants or will cause to be granted to Client a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Client to exercise all of the rights assigned to Client under this Agreement.

6. Confidential Information

6.1 Confidential Information

For purposes of this Agreement, ***“Confidential Information”*** means and will include: (a) any information, materials or knowledge regarding Client and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Independent or to which Independent has access in connection with performing Services; (b) the Independent Work Product; and (c) the terms and conditions of this Agreement.

6.2 Exceptions

Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Independent; (b) was rightfully in Independent’s possession at the time of disclosure, without restriction as to use or disclosure; or (c) Independent rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Independent agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing Services, and not to disclose it to others. Independent further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

6.3 Irreparable Harm

Independent acknowledges and agrees that the unauthorized use or disclosure of Confidential Information would cause irreparable harm to Client, and that, in addition to any other appropriate legal remedies, Client should be granted an injunction to prevent any such misuse or disclosure by Independent and/or further misuse or disclosure.

7. Warranties

7.1 Performance Standard

Independent represents and warrants that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services.

7.2 Non-Infringement

Independent represents and warrants that the Independent Work Product will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the Independent Work Product is created, developed or supplied by Client or by a third party on behalf of Client.

7.3 Non-Solicitation of Personnel

During the term of this Agreement and for a period of one (1) year thereafter, Independent will not, without Client's prior written authorization, directly or indirectly solicit the services of any Client employee or consultant for Independent's own benefit or for the benefit of any other person or entity; except that this Section 7.3 will not apply where prohibited by law.

7.4 Agreements with Independent Personnel

Independent represents and warrants that all of their employees and approved subcontractors, if any, (collectively ***"Independent Personnel"***), who perform Services are and will be bound by written agreements with Independent under which: (a) Independent owns or is assigned exclusive ownership of all Independent Work Product, including all Intellectual Property Rights therein; and (b) Independent personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in Section 6

8. Indemnity

8.1 Indemnity

Independent will defend, indemnify and hold Client harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:(a) any action by a third party against Client that is based on a claim that (i) any Services performed under this Agreement, or (ii) the results of such Services (including any Independent Work Product), or (iii) Client's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights; or(b) any action by a third party against Client that is based on any negligent act or negligent omission of Independent or any Independent's personnel and that results in personal injury (or death) or tangible or intangible property damage (including loss of use); or (c) any action against Client that is based on a claim relating to Independent's violation of any statute, regulation or ordinance.

9. Term And Termination

9.1 Term

This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Independent is performing Services pursuant to the terms of this Agreement (or as otherwise outlined in this Agreement).

9.2 Termination for Breach

Either Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach within ten (10) business days following written notice thereof from the non-breaching Party. If a Party intends to terminate for breach, they shall log into their Contra account and follow the instructions to submit a dispute. Parties agree that any request to terminate under this Section 9.2 shall be pursuant to the Dispute Resolution terms set forth in Section 10 Based on the nature of Services and status of Deliverables, the Parties agree to discuss and attempt to resolve the dispute. A resolution might include an agreement on how to resolve the breach, an extension of the Project Term or full or partial reimbursement. If the Parties are unable to resolve the dispute, the Parties may, (1) upon mutual consent, submit the dispute for

binding arbitration by the American Arbitration Association under its applicable rules or (2) file an action in a court that has jurisdiction over the claim.

9.3 Termination With Mutual Consent

The Parties may agree to terminate this Agreement at any time by mutual consent, by using the End Project option in the Contra platform.

9.4 Termination without Mutual Consent

Either party may terminate this Agreement at any time by giving to the other party not less than thirty (30) days' notice in writing.

9.5 Client's Termination of an Invoice-Billed Hourly Rate or Invoice-Billed Fixed Rate Project

Client may mark an Invoice Billed Variable Hourly Project or Invoice Billed Fixed Rate Project as complete and terminate the Agreement at any time. To do this, Client must provide notice of termination of the Agreement by using the End Project or Dispute Project option in the Contra platform. Independent will then, within forty-eight (48) hours of receiving the End Project or Dispute Project notice, submit an invoice for any hours worked up until the End Project or Dispute Project notice. The Agreement will be considered terminated upon Client's payment of Independent's invoice or if applicable, upon exhausting the Dispute Resolution process in accordance with Section 10.

9.6 Effect of Termination

Upon the expiration or termination of this Agreement: (a) Independent will promptly deliver to Client all Independent Work Product, including all work in progress on any Independent Work Product not previously delivered to Client, if any; (b) Independent will promptly deliver to Client all Confidential Information in Independent's possession or control; and, except in the case of a termination for breach, (c) Client will follow the acceptance of Deliverables steps described in Section 2.3 to release payment of accrued but unpaid fees due and payable to Independent pursuant to Section 3.

9.7 Survival

The rights and obligations of the Parties under Section 3, 4.2, 4.3, 5, 6, 7.2, 7.4, 8, 9.6, 10, and 11 will survive the expiration or termination of this Agreement.

10. Dispute Resolution

10.1 Parties' Attempt to Resolve

In the event of a dispute between the Parties, the Parties agree to first contact each other to attempt to amicably resolve the dispute. During any attempt to resolve disputes with Independent, Client agrees to continue to request revisions on the Contra platform within one hundred twenty (120) hours of receipt of Deliverables to provide additional one hundred twenty (120) hour time period(s) which shall prevent payment from being released to Independent. If Client does not request revisions on the Contra platform within one hundred twenty (120) hours of receipt of Deliverables the applicable payment will be released to Independent and the Project or Applicable Milestone will be closed. Non-action by Client within one hundred twenty (120) hours of receipt of Deliverables will be deemed an approval and resolution of the dispute.

10.2 Parties' Attempt to Resolve for Invoice-Billed Hourly Rate Projects

In the event of a dispute regarding Independent's Deliverables and/or hours billed, the Parties agree to first contact each other to attempt to amicably resolve the dispute. Unless otherwise agreed, in writing, with Client, Independent shall stop any ongoing billable work until the dispute is resolved.

10.3 Contra's Resolution Assistance

Should the Parties be unable to resolve the dispute amicably, the Parties may attempt to resolve any dispute between them through Contra's dispute resolution assistance service, prior to escalating to other dispute resolution methods outside of Contra's platform. Parties may opt to submit a request for dispute assistance no later than one hundred twenty (120) hours of Client's receipt of the Deliverable(s) by logging into their respective Contra account and submitting a Dispute. Submitting a Dispute places a hold on release of Client's pre-paid funds for three (3) months. Client shall provide the name of an escrow agent and transfer instructions to Contra within three (3) months after submitting a dispute. Pre-paid funds will then be transferred to the designated escrow agent and held until the Parties reach a resolution of the dispute. If no escrow agent is designated, funds will be released to the Independent after three (3) months of the initiation of the dispute.

10.4 Resolution Assistance Process

After a Party submits a Dispute, Contra will contact the Parties in an attempt to facilitate an amicable resolution. Contra will attempt to assist the Parties to reach a mutually satisfactory resolution, however, if the Parties remain unable to resolve the dispute within 14 days from the day the Dispute was submitted on the platform, Contra will end its dispute resolution assistance. As a final option, the Parties may then submit the dispute, at their own cost, for third-party binding arbitration or file an action in a court that has jurisdiction over the claim.

11. General

11.1 Assignment

Independent may not assign or transfer this Agreement, in whole or in part, without Client's express prior written consent; provided, however, that Independent may assign its rights and obligations under this Agreement without Client's consent if Independent effects a corporate reorganization, consolidates with, or merges into, any person or transfer all or substantially all of its properties or assets to any person, but only to the extent that such assignment would not result in an impairment of the Client's rights under this Agreement. Any attempt to assign this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

11.2 No Election of Remedies

Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

11.3 Equitable Remedies

Because the Services are personal and unique and because each Party will have access to Confidential Information of the other Party, each Party will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that such Party may have for a breach of this Agreement at law or otherwise.

11.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding its body of law controlling conflict of laws.

11.5 Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

11.6 Waiver

The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.7 Notices

All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given when delivered to the email address associated with each Party's Contra account or three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed in this Agreement.

11.8 Additional Terms

Terms set forth in this Section 11.8 include additional terms and/or revisions to certain preceding terms above. The following additional terms and revisions shall, in the event of any ambiguity, take precedence over the applicable terms that are the subject of the revision. Additional terms shall not conflict with Contra's Terms of Service or Sections 1, 2, 3, 4.1, 9, 11.2, 11.10, or 11.12 of this Agreement. These above referenced Sections shall take precedence over any conflicting terms set forth in this Section 11.8.

> Any data accessed during the course of the project must be handled with the utmost care, in compliance with local data protection regulations, and cannot be used for any purposes outside of the project scope.

11.9 Entire Agreement

This Agreement together with Contra's Terms of Service, constitutes the complete and exclusive understanding and agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

11.10 Order of Precedence

XYZ Corp and _____ represent and warrant they have carefully read, understand and accept Contra's Terms of Service (https://contra.com/policies/terms) and agree their acceptance of these Terms of Service is a precondition to entering into this Agreement. Contra's Terms of Service shall take precedence over any inconsistencies between this Service Agreement and Contra's Terms of Service.

11.11 Legal Advice

Independent acknowledges having been given the opportunity to obtain independent legal advice and that such advice has either been obtained or waived, and that Independent will not rely upon the failure to get independent legal advice as a defense to any claims relating to this Agreement.

11.12 Electronic Signatures

Unless prohibited by Applicable Law, the Parties consent to use electronic signatures to execute this Contract and any applicable addendum and agree that such signatures are valid and binding on the parties.

The authorized signatures of Client and Independent below signify their understanding and voluntary acceptance of the terms of this Contract and Addendum.

CLIENT: XYZ Corp

Signature: John Doe

Name of individual signing

Title: XYZ Corp

Company title of individual signing

Date: August 22, 2023

INDEPENDENT: _____

Signature:

Name of individual signing

Date: