

Services Agreement

This Services Agreement (“Agreement”) is made and entered into as of the Effective Date set forth below.

BETWEEN: Stuart Gustafson Productions, LLC (“Provider”), a Limited Liability Corporation, duly organized and existing under the laws of the Idaho, USA, and providing services from: 2306 Grandee Street
Boise, Idaho 83704 USA

AND: _____ (“Client”)

WHEREAS, Client desires to hire Provider to perform certain marketing and social media services (“Services”);

Provider desires to be hired by Client to perform such Services for Client;

Client and Provider shall each individually be referred to as a Party to the Agreement,

and Client and Provider shall collectively be referred to as Parties to the Agreement.

TERMS OF AGREEMENT:

These terms apply to the Services to be rendered under this Agreement and any subsequently agreed Statement of Work (“SOW”). If anything in the terms of this Agreement is inconsistent with any SOW, the terms below take precedence, unless the SOW specifically amends any of them.

- This Agreement will start on the Effective Date below that has been signed by both parties.
- It will end 12 months from the Effective Date unless it has been extended in accordance with the provisions of this Agreement.
- The services supplied by the Provider are for the sole use and benefit of Client.
- Client will have the option to request a renewal of the Agreement by delivering written notice of such renewal request to Provider at least ninety (90) days before expiration of the Agreement. Provider will have thirty (30) days after receipt of such notice to respond to Client, after which time Client may rescind the renewal request.
- Provider will provide written response to specify whether or not Provider accepts such renewal request, or under what modified terms and conditions Provider would be willing to accept such renewal.
- All of the terms of this Agreement will continue to apply without change, unless otherwise agreed by the Parties in writing.
- As between Provider and Client, Client will at all times be and remain the sole owner of any documents or any other property provided by Client to Provider under this Agreement.

- As between Provider and Client, Provider will at all times be and remain the sole owner of any documents, image and video files, and other such materials that are delivered by Provider unless such items are specifically granted to Client as part of the delivered Services.

FEES AND PAYMENTS:

- Provider will provide the Services at the rates or fixed fee amounts set out in the Services section below or in the relevant SOW.
- The fees for Provider’s services will be charged and are payable in U.S. Dollars, unless otherwise explicitly stated in the SOW.
- Client shall reimburse Provider for all actual expenses that are authorized by Client in an applicable SOW or otherwise agreed in writing in advance.
- Provider may require an advance payment before beginning to deliver any of the Services of this Agreement or SOW; such advance payment would be applied to the final payment(s) due hereunder.
- Provider will invoice Client monthly for the Services to be furnished in the subsequent month plus any Expenses incurred during the immediately preceding month.
- Each invoice shall be due and payable to Provider within fifteen days of the date of the electronically delivered invoice.
- Provider shall not invoice nor expect to be paid or reimbursed for any services, fees, or expenses that are not authorized under this Agreement or in an applicable SOW.
- All invoiced amounts shall be paid Net to Provider or to Provider’s payment vehicle. Any fees arising from the use of a payment vehicle by Provider shall be the responsibility of Provider.

SERVICES:

- During the Term of this Agreement, Provider will provide to Client the services in accordance with the terms of this Agreement and as may be defined in an SOW. The services to be performed and the fees and payments due under this Agreement will be listed in an SOW and will be incorporated into this Agreement by reference.
- Each SOW shall be governed by the terms and conditions of this Agreement by reference and will include the following if applicable:
 - A reference to this Agreement, which reference will be deemed to incorporate all of the applicable provisions of this Agreement.
 - The date as of which the provisions of the SOW will be effective and, if applicable, the term or period of time during which the Services described therein will be provided.
 - The amounts payable for the Services to be provided under the SOW and the schedule on which such amounts will be invoiced by Provider and applicable payment due date(s).
 - No SOW will become effective until it has been executed by an authorized representative of each Party.
 - Client may, from time to time, request that Provider perform a new or additional service beyond the scope of the Services being provided at the time of such request. Any

implementation of such new or additional services will be administered in accordance to the applicable SOW.

DISPUTES:

- If a dispute arises, both parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.
- This Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by USA law and be subject to the exclusive jurisdiction of the USA courts and shall be adjudicated in the USA state of Idaho.

TERMINATION:

- Client may end this Agreement or any SOW by giving written 60 days' notice to Provider and paying Provider all invoiced amounts still due and payable plus a Termination Fee equal to fifty percent of the services payable amounts that would be earned and payable from the date of the written termination notice to the end of the Agreement or applicable SOW.
- Client may end this Agreement or any SOW without penalty if Provider has not provided the Services that are to be rendered under this Agreement for a period of thirty consecutive days.
- Client may end this Agreement or any SOW without penalty if Provider has filed for bankruptcy or has ceased operations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date below:

Provider: printed name

Client: printed name

Provider: signature

Client: signature

Effective Date