



Contract Agreement

Client Name: Audi Anctil

Project: Social Media Full Marketing

Date: Mar 7, 2020

Between:

(1) Brittney Jones, Social Media Marketer

(2) Audi Anctil, Client

Client's Address *

Please confirm your legal address here *

36 Studley Road
Harrogate, England HG1 5JU

AA

I confirm the above details are correct

Perfection!

By signing this Agreement, Audi Anctil ("Client") has retained Brittney Jones, ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth within this agreement.

Agreed terms:

1. TERM OF ENGAGEMENT

1.1. You are engaging me as a Social Media Marketer to provide marketing services on the terms of this agreement, as a part of my program, **Social Media Marketing**.

1.2. This contract between us will commence on the date you sign this agreement and will continue for a minimum of 6 months. Should the client choose to terminate this contract early, the client understands all outstanding payments will be due upon contract termination. Canceling the contract early does not relieve the client of any remaining payments.

2. SESSIONS AND CANCELLATION

2.1. I may reschedule any given session within 24 hours notice. All sessions will be held online.

3. DUTIES OF SERVICE PROVIDER

3.1. I shall provide the Services with due care, skill and ability. The following service is part of this program:

Audi Customized WorkPlan

Initial Investment: \$12,500 USD (one time fee)

This work is at the request of the client, and customized to their needs. Approximate completion time is 6 weeks and dependent upon amount of edits sent back and forth with client. All materials can be reviewed by client prior to being launched to the public.

Includes:

*Website Creation, which includes:

*90 min on boarding call with brand specialist

*Full branding guide provided + copy of call recording

*Target market development and ideal client work

*Facebook Account Creation, and 1 months worth of posts

*Instagram Account Creation and 1 months worth of posts

*Online Webinar set up:

Landing page creation (sign ups for webinar)

- Email reminder sequence

- Email list building strategy following webinar (to encourage client sign ups) plus Workbook created for webinar attendees

*Tutorials provided to client to review the strategy

*Email support from team for duration of project

Customized Social Media Plan- Audi

Investment: \$2500.00 USD

Plan Includes:

*Follower Growth Plan

- recommendations made to grow followers

plan provided for client to follow

*Posting + Instagram Story Guide

- customized to client's vision + goals

weekly guide provided for ease of implementation

*Promotion guide

- how to post to increase sales

customized for client's vision + goals

*Wrap up call provided to client to review the strategy outlined & answer initial questions

*Email support from team for full 30 days after plans submitted to client for questions that arise during the implementation phase

Client is responsible to answer their own private messages on social media platforms and for cost of all third party apps (including but not limited to website hosting fees, email services, etc)

3.2. Other than as set out in Clause 3.1 above. a;; Warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of this service, I do not guarantee any particular results.

3.3. If for any reason I am not able to provide the Services at the agreed time, I will provide you with as much notice as possible and we shall reschedule the Session for a time mutually agreed.

4. FEES

4.1. In consideration of me providing the Services to you, you will remit to me a payment of \$12,500 USD and \$2500 USD. This payment will be due prior to any services being completed on your account. You will be invoiced for this service.

- 4.1. Your payment will be automatically deducted from your card per the schedule in
- 4.2. Should you need to change your credit card information, you must do so within 48 hours.
- 4.3. Without prejudice to any other right or remedy that I may have, if you fail to pay me on the due date I may:
- 4.3.1. charge interest on such sum from the due date for the payment at the annual rate of 4% above the base rate from the time of HSBC accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement and you shall pay the interest immediately on demand; and
- 4.3.2. suspend all Services until payment has been made in full.
- 4.4. All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 4.5 is without prejudice to any right to claim for interest under the law, or any such right under this agreement

5. CONFIDENTIAL INFORMATION

- 5.1. I acknowledge that in the course of providing the Services I will have access to Confidential Information (as defined in clause 16).
- 5.2. I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:
- 5.2.1. any use or disclosure authorized by you or required by law;
- 5.2.2. by any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
- 5.2.3. any information which is already in, or comes into, the public domain otherwise than through my unauthorized disclosure.
- 5.3. As is good practice in coaching, I undertake coaching and am part of supervision groups. You agree that I may disclose any issues which arise out of the Sessions with my own coach, supervisor and/or supervision group but I agree only to disclose such issues on a general basis and without disclosing your name.
- 5.4. You may disclose to third parties such information about the Sessions as you wish.

6. DATA PROTECTION AND INTELLECTUAL PROPERTY

- 6.1. You acknowledge and agree that your personal data will be processed by and on behalf of me as part of me providing you with the Services.
- 6.2. I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or any other person.
- 6.3. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise

make available to a third party in any way of the content or materials that I use in the Sessions.

6.4. I grant to you a limited, nonexclusive, nontransferable, nonsub licensable revocable license to use all of or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.

6.5. You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions.

7. OBLIGATIONS ON TERMINATION

7.1. If either of us give notice to terminate this agreement pursuant to clause 1.2, then as soon as reasonably practicable after such notice (and in any event before the date of termination of this agreement), you shall make yourself available for a final Session. Client understands that terminating the contract early does not release from payment obligations, and all outstanding payments will be due immediately upon cancellation. Due to the nature of this service based work, there is a no refunds policy.

7.2. On or before the date of termination of this agreement, you shall immediately pay any unpaid fees or other sums payable under this agreement.

7.3. Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us at the date of termination of this agreement, including the right to claim damages in respect to any breach of the agreement which existed at or before the date of termination.

7.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of this agreement, including the following clauses: clause 5 (Confidential Information), (Limitation on liability) and clause 15 (Governing law and jurisdiction).

8. STATUS

The relationship between us will be that of independent contractor and nothing in this agreement shall render me your employee, worker, agent or partner.

9. LIMITATION ON LIABILITY

9.1. Nothing in this clause 9 shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

9.2. I shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, cost, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement and me providing the Services.

9.3. My total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the Sessions.

9.4. If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.5. The provisions of this clause 9 shall survive termination of this agreement.

10. FORCE MAJEURE

I shall not breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond my reasonable control.

11. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

You acknowledge and agree that:

11.1. this agreement constitutes the entire agreement and understanding between us and supersedes any previous arrangements, understanding or agreement between us relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent) ;

11.2. in entering into this agreement you have not relied on any PreContractual Statement (as defined in clause 16)

12. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

13. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

14. THIRD PARTY RIGHTS

14.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement

14.2. The rights of the parties to terminate, rescind or agree in any variation, waiver or settlement under this agreement are not subject to the content of any person that is not a party to this agreement.

15. GOVERNING LAW AND JURISDICTION

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with English law.

15.2. The parties irrevocably agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including noncontractual disputes or claims).

16. INTERPRETATION

16.1. The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Confidential Information: information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.

PreContractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the provision of the Services other than as expressly set out in this agreement.

16.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or reenactment and includes any subordinate legislation for the time being in force made under it.

16.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

16.4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

I agree to the terms and conditions of this contract.

Aurea

Anctil

3/10/20

Aurea Anctil

I agree to the terms and conditions of this contract.

Brittney

Jones

3/10/20

Brittney Jones