

This agreement details the terms of all services we perform.

## Independent Contractor - Terms of Service

*This agreement is made effective as of this date between LIQUID PURPLE, located at 23921 Lake Dr #3474, Crestline, CA 92325-7679, USA, hereinafter referred to as contractor, and customer, hereinafter referred to as client.*

WHEREAS, contractor represents to the client that it is principally a website developer, providing services for website development (including artwork), internet marketing, SEO, and technical analysis for business applications. This includes but is not limited to website creation, optimization, digital marketing, and related technical services.

WHEREAS, client is desirous of utilizing contractor's skills as a website developer, SEO specialist, internet marketer, and technical advisor.

WHEREAS, it is agreed between the parties as follows:

### 1. Contractor's Services

The contractor shall provide the basic and supplementary services specified below.

**1.01 Retention as Independent Contractor** - Client agrees to hire contractor, and contractor agrees to act as an independent contractor for client to provide the services set forth in this agreement. The parties agree that the relationship shall be that of contractor and client, not employer/employee nor shall it constitute an agent/principal relationship. All provisions of the relationship between the parties shall be governed by the terms of this agreement, which cannot be modified without the express written consent of client and contractor.

**1.02 Scope of Contractor's Services** - Contractor agrees to perform for client the services listed below. Such services are hereinafter referred to as "Services." Client agrees that contractor shall have ready access to client's staff, website, analytics, and resources as needed to perform the contractor's services provided by this agreement. Contractor does not guarantee specific search engine rankings.

Contractor's services will be expressly limited to the following items:

- Website development for the domain, including artwork
- Implementation of technologies and optimizations for the website
- Limited technical assistance for operation, management, and analysis
- Consultation, evaluation, SEO, and internet marketing

**1.03 Excluded Services** - In addition to any work not included above, contractor will not be responsible for projects outside the scope of the client's normal course of business, third-party hosting issues, or non-SEO related marketing.

**1.04 Staff** - Contractor is an independent contractor, and neither contractor nor contractor's staff is, or shall be deemed, employed by client. Contractor will not be treated as an employee for any purpose whatsoever with respect to the services provided pursuant to this agreement. Client is hereby contracting with contractor for the services described, and contractor reserves the right to determine the method, manner, and means by which the services will be performed.

**1.05 Hours of Contractor's Work** - Contractor is not required to perform the services during a fixed hourly or daily time. If the services are performed at the client's premises, then contractor's time spent at the premises is to be at the discretion of the contractor, subject to the client's normal business hours and security requirements. Contractor shall not be required to devote contractor's full time nor the full time of the contractor's staff to the performance of the services required hereunder, and it is acknowledged that contractor has other clients and offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of contractor, except to the extent that the contractor's work must be performed on or with the client's equipment.

Any time off, including weekends and vacation, will be solely and entirely at the contractor's discretion. Notwithstanding the foregoing, the contractor shall work diligently and use its best efforts to fulfill the mission and goals of the client, to complete the agreed-upon tasks of the work described above, and to otherwise advance the business of the client.

**1.06 Maintaining Client's Goodwill** - The contractor agrees to conduct business and regulate its practices to minimize any negative effect upon the goodwill and reputation of the client.

**1.07 Confidentiality** - All client trade secrets, confidential information, and data (including analytics) obtained by contractor while performing said services shall be regarded by contractor as strictly confidential and shall be held by contractor in trust for client. Confidential information relates to client's research, development, trade secrets, business affairs, or data protection but does not include information that is generally known or easily ascertainable by nonparties of ordinary skill. Contractor complies with applicable data protection laws, including GDPR and CCPA where applicable.

Contractor hereby acknowledges that during the performance of this contract, the contractor may learn or receive confidential client information. Therefore, contractor confirms that all such information relating to the client's business will be kept confidential except to the extent that such information is required to be divulged to the contractor's clerical or support staff or associates to enable contractor to perform its obligations. All discoveries, improvements, graphic artwork, programs, software, code, and inventions made or conceived by contractor while performing this agreement shall remain the sole property of contractor unless assigned to client.

**1.08 Non-Competition** - Contractor agrees, during the term of this agreement and for a period of one (1) year after the completion of the term of this agreement, not to compete directly with client in business.

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## 2. Payment for Contractor's Services

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The client shall pay the contractor for the services described in this contract as follows:

**2.01 Basic Services** - The contractor shall provide basic services for the project consisting of consultation, research, development, supervision of implementation, and coordination of the project and its execution. In connection with performing basic services, the contractor shall prepare and present materials to the client that demonstrate or describe the developer's intentions and shall prepare various materials, such as code, artwork, and specifications, to enable the website to be launched, optimized, or marketed.

**2.02 Supplementary Services** - In addition to the services described above, the contractor's fee may also include the provision of certain specialized supplementary services. Such supplementary services might include: SEO audits, keyword research, content optimization, technical analysis, and digital marketing strategies.

The contractor's services under this agreement do not include third-party implementation such as hosting or external advertising. The client and contractor agree that any such implementation is to be provided by others, and the contractor's services with respect to such implementation shall be restricted to providing specifications, coordination, and management. Unless otherwise specified in this agreement, the contractor shall have no responsibility to the providers of such implementation, and charges therefore shall be billed directly to the client. While not responsible for implementation, in a supervisory capacity, the contractor may assume responsibility for paying such charges, and the contractor shall be entitled to reimbursement from the client for implementation costs plus such handling charge as is specified herein.

**2.03 Rate of Payment** - Client agrees to pay contractor for services in accordance with the terms of invoicing listed below. Payment shall be made to the contractor in the gross amount of payment due, without withholding federal, state, or local income taxes. Contractor agrees to pay all self-employment and other taxes, including income taxes and estimates thereof.

Client shall pay any and all taxes, except income taxes, including but not limited to sales or use taxes. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that contractor is an employee of client, and client and contractor specifically agree that contractor is not an employee of client.

**2.04 Invoicing** - Client shall pay the amounts agreed to herein upon receipt of invoices or statements sent by the contractor. Contractor will extend services of 1 hour, but not to exceed 20 hours. Client agrees to pay contractor immediately upon receipt of contractor's invoice. Should contractor's invoice not be paid within ten (10) days of receipt thereof, contractor shall have the absolute right to suspend all work for client until such time as the invoice amount, in addition to a late payment charge, is paid. The late payment charge is to compensate contractor for the administrative costs incurred by contractor as a result of such late payment.

If any invoice is unpaid thirty or more days past its due date, contractor shall have the absolute right to terminate this agreement without further liability. Client shall remain fully liable to contractor for all services performed by contractor up to the date of termination of the agreement by contractor.

**2.05 Summary of Hours Allotted Under Agreement** - Where specified in this contract, the client shall pay the contractor at the contractor's standard hourly rates in effect at this time. No change shall be made in the contractor's standard rates prior to 90 days from the date of this agreement.

**2.06 Initial Payment** - Upon signing this agreement, client shall make a payment equal to the amount of the required deposit.

**2.07 Payment Schedule** - After receipt of an invoice, the client shall make payments.

**2.08 Revisions and Additions** - A fixed fee or fee estimated not to exceed a specified amount is based upon the time estimated to complete the services specified in this agreement during normal working hours. Any revisions or additions to the services described in this agreement shall be billed as additional services not included in any fixed fee or estimated fee specified above. Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of development, documentation, or optimization.

**2.09 Rush Work** - The client shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of the client not meeting scheduled times for delivery of information, materials, or approvals. The surcharge for rush work shall be at the standard rates plus an additional 50% of the total, for each instance. Normal working hours for this project are during regular business hours of Monday - Friday, 9am-5pm.

**2.10 Reimbursable Expense** - The client shall reimburse the contractor for all out-of-pocket expenses incurred by the contractor with respect to the project, including, but not limited to, expenditures for: tools, software, advertising, domain registration, and third-party services.

**2.11 Reimbursable and Implementation Budgets** - Any budget figures or estimates for reimbursable expenses or implementation charges such as advertising or tools are for planning purposes only. The contractor shall use its best efforts to work within stated budgets but shall not be liable if such expenses exceed budgets. The contractor shall maintain records of hours and reimbursable expenses and shall make such records available to the client for inspection on request.

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### 3. Client's Obligations

**3.01 Client's Representative** - The client shall appoint a sole representative with full authority to provide or obtain any necessary information and approvals that may be required by the contractor. The client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than the contractor and its subcontractors. If, after the client's representative has approved a design or optimization, the client or any other authorized person requires changes that require additional services from the contractor, the client shall pay all fees and expenses arising from such changes as additional services.

**3.02 Materials to be Provided by the Client** - The client shall indemnify, defend, and hold the contractor harmless from and against any claim, suit, damages, and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by the client.

All content provided by the client shall be in a form suitable for integration. Where the client provides photographs, illustrations, or other visual materials, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The client shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The contractor shall return all materials provided by the client within 120 days after completion of the project and payment of amounts due. Client shall provide access to website, analytics, and necessary accounts.

**3.03 Liability of Contractor** - The contractor shall take reasonable precautions to safeguard original or other materials provided by the client. The contractor shall, however, not be liable for any damage to, or loss of any material provided by the client, including artwork, photographs, or data, other than or on account of willful neglect or gross negligence of the contractor.

**3.04 Approval of Code and Final Website** - The client shall review and approve all final code before launch. The signature of the client's representative shall be conclusive as to the approval of all website elements prior to their release for launch or optimization.

**3.05 Instructions to Third Parties** - The client specifically grants to the contractor the right to act on the client's behalf to give instructions to any person or entity involved in the project, such as hosting providers, advertisers, or analysts. Any such instructions or approvals by the client may only be made through the contractor. The client agrees to be bound by any terms and conditions, including required credits, with respect to such material as may be imposed on the contractor by such third parties.

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## 4. Rights & Ownership of Contractor's Work Product

All services provided by the contractor under this agreement shall be for the exclusive use of the client other than for the promotional use of the contractor. Upon payment of all fees and expenses, the following reproduction rights for all approved final websites created by the contractor for this project shall be granted to client.

**4.01 Use of Contractor's Work Product** - Except as specifically set forth in writing and signed by both client and contractor, client shall own the final website, code, and deliverables upon full payment. Contractor retains rights to pre-existing tools, methods, and intellectual property. Client is granted a non-exclusive license to use such pre-existing materials.

**4.02 Further Transfer of Contractor's Work Product** - Any rights granted client under this agreement shall be personal to client only and may not be transferred or assigned by client without the prior written consent of contractor. Client and contractor may reach a separate agreement for additional use.

**4.03 Client's Materials** - All materials, artwork, and logos that are the previous copyright of client shall remain the property of client. Contractor reserves the right to use all materials created and/or developed under this agreement, excluding material that is the previous copyright of client, in any way it sees fit. In addition, contractor retains the limited right to use all finished products, which may incorporate client's copyrighted material, to promote contractor's services and offerings.

**4.04 Client's Representations Regarding Materials Provided Contractor** - All content, graphics, artwork, logos, or other materials submitted by the client for use by contractor will be accepted as being in full compliance with all applicable laws regarding trademark, service mark, copyright, right of privacy, patent, or similar protection. Client warrants it has the right to use such materials. Client agrees to defend and indemnify contractor from any claims arising from materials provided by client.

**4.05 Return of Property** - The contractor shall protect the property of the client used in the performance of the services and shall immediately return all such property items upon request by client.

All code, specifications, and other materials remain the property of the contractor until assigned. The client shall be entitled to temporary possession only for review.

All preliminary concepts remain the property of the contractor and may not be used without permission.

The contractor shall retain all materials for 90 days from signing. Upon expiration, materials may be destroyed unless requested otherwise.

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## 5. Miscellaneous

**5.01 Code of Ethics** - The contractor's services shall be performed in accordance with the attached code of ethics.

**5.02 Credit** - The contractor shall have the right to include a credit line on the completed websites or representations and in any publication by the client. The client shall not use the contractor's name for promotional purposes without approval. Credit: "Developed by Liquid Purple"

**5.03 Samples and Photographs** - The client shall provide the contractor with access to the website for promotional purposes. The contractor may use screenshots for publication, exhibition, or promotion.

The contractor shall have the right to screenshot completed websites and use for promotional purposes.

**5.04 Confidentiality** - The client shall inform the contractor in writing if any portion of any material or information provided by the client or if any portion of the project is confidential.

**5.05 Sales Tax** - The client shall pay any sales, use, or other transfer taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on audit of the contractor's tax returns.

**5.06 Assignment** - Neither the client nor the contractor may assign or transfer their interest in this agreement without the written consent of the other.

**5.07 Termination** - Either party may terminate this agreement upon giving written notice to the other as specified below. Upon termination, the contractor may retain any initial payment, and the client shall pay for all hours expended up to termination at standard rates. All indemnities continue. Notice: 30 days.

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## 6. Default

**6.01 Default** - The following shall constitute a default under this agreement:

- (a) Failure to Pay Invoices or Make Other Payments - Failure to pay any invoice rendered by contractor within ten (10) days after the date of receipt thereof.
- (b) Representation or Warranty Incorrect or Misleading - Any representation or warranty by the client in this agreement or in any certificate or opinion furnished in connection with this agreement shall have proved to be materially incorrect or misleading as of the date when made.
- (c) Bankruptcy - The Client or other related entity: (a) is adjudicated a bankrupt, (b) does not pay, or acknowledges in writing its inability to pay, its debts generally as they become due, (c) makes an assignment for the benefit of creditors, (d) institutes any proceeding seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of client, or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (e) applies for, seeks, consents to, or acquiesces in, the appointment of a receiver, custodian, trustee, examiner, liquidator, or similar official for it or for any substantial part of its property, or (f) takes any corporate action to authorize or effect any of the foregoing actions set forth in this section.
- (d) Other Acts of Bankruptcy - The appointment, without the application, approval, or consent of the client or other related entity, of a receiver, trustee, examiner, liquidator, or similar official for the client or other related entity or any substantial part of its property, or a proceeding described in subsection (d) of the preceding section shall be instituted against the client or other related entity, and such appointment continues un-discharged or such proceeding continues un-dismissed or un-stayed for a period of thirty (30) days.

**6.02 Remedies Upon Default** - Upon the occurrence of any of the items in section 6.01 above, contractor shall have the option of immediately suspending performance under the terms of this agreement until such default is cured. If the default is not cured within thirty days, contractor may terminate this agreement without further liability to client. In such event, client shall remain responsible for the payment of any and all work performed on client's behalf up to the date of the termination of this agreement.

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**6.03 Entire Agreement** - This agreement represents the entire agreement between the client and the contractor and may be changed or modified only in writing.

**6.04 Representation** - The client represents that it has full power and authority to enter into this agreement and that it is binding upon the client and enforceable in accordance with its terms.

The contractor represents that it has full power and authority to enter into this agreement and that it is binding upon the contractor and enforceable in accordance with its terms.

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## 7. Miscellaneous Terms

**7.01 Disputes** - Any disputes that arise between parties with respect to the performance of this agreement shall be submitted to binding arbitration by a neutral third party. Said arbitration is to be determined and resolved by said association under its rules and procedures in effect at the time of submission, and the parties hereby agree to share equally in the costs of said arbitration. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

**7.02 Severability** - If any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

**7.03 Indemnity** - Contractor shall hold client harmless from damages or obligations incurred by contractor while performing services hereunder. Contractor shall incur no obligations on account of or in the name of client, except after specific written instructions authorizing contractor to do the same.

**7.04 Duration of Agreement** - This agreement shall become effective upon execution and shall continue until complete, unless both parties mutually agree to terminate this agreement and one party gives the other party thirty days' written notice of termination. The provisions of this agreement may be waived, altered, amended, or replaced, in whole or in part, at any time only by the written consent of all parties to this agreement.

**7.05 Additional Work** - After receipt of an order that adds to the services, contractor may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay contractor for such action and expenditure as set forth in this agreement for payments related to services.

**7.06 Interpretation** - The paragraph headings of this agreement are for reference and convenience only and are not part of this agreement. They have no effect upon the construction or interpretation of any part hereof. Any rule of law or legal decision that would require interpretation of any ambiguities in this agreement against the party that has drafted it is not applicable and is waived. The provisions of this agreement shall be construed in a reasonable manner to affect the purposes of the parties and of this agreement.

**7.07 Limitation of Contractor's Liability** - Contractor warrants to client that the services to be

delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Contractor makes no other warranties, whether written, oral, or implied, including, without limitation, warranty of fitness for purpose or merchantability. Contractor disclaims guarantees on SEO rankings or traffic. In no event shall contractor be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to contractor in advance or could have been reasonably foreseen by contractor, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to client shall be limited to one thousand dollars (\$1,000.00) as liquidated damages and not as a penalty.

**7.08 Limitation on Assignment** - This agreement may not be assigned, transferred, or sold by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

**7.09 Representation of Authority** - The undersigned represents that he/she is the client or client's duly authorized agent and has obtained all necessary permission to enter into this agreement and will indemnify contractor of all liability arising from a breach of this representation.

**7.10 Integration** - This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. It supersedes all prior agreements between the parties, whether oral or written, and may only be changed by an agreement in writing. No other agreements, representations, or other oral or written matters, purportedly agreed to or represented by or on behalf of contractor or any of its employees or agents, or contained in any promotional materials, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this agreement solely on the basis of the representations contained herein.

**7.11 Notices** - Any communications between the parties hereto or notices provided herein to be given may be given by mailing them, postage prepaid, to client or contractor at 23921 Lake Dr #3474, Crestline, CA 92325-7679, USA, or to such other addresses as either party may in writing hereafter indicate. Notices may also be sent via email to support@liquidpurple.com.

**7.12 Governing Law and Jurisdiction** - This Agreement is governed by, and shall be construed in accordance with, the laws of the State of California. Venue for any litigation or claim hereto shall be the California State courts in San Bernardino County, California, USA. Client consents and unconditionally submits to personal jurisdiction of the California State courts and waives any special treaty or legal requirements providing for restrictions upon such jurisdiction and on service of process.