



# Legal

2022

## On Brand Consulting

### 1. Term

Either Party may terminate the Consulting Agreement for any reason with 14 days' written notice to the other Party. Should termination be implemented by either Party, payment for the final 14 days' must be received by the Consultant no later than 48 hours after the final invoice is sent from the Consultant to the Client. Please note that this is not applicable to the 3-Day Brand Discovery Session as that is non-refundable.

### 2. Consulting Services

For the 3-Day Brand Discovery Session (optional service), the Consultant agrees that it shall provide its expertise to the Client for all things pertaining to branding throughout the three days.

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to content marketing, branding, social media depending on package chosen, as well as all deliverables noted in the approved scope of work.

### 3. Compensation

In consideration for a 3-Day Brand Discovery Session before a decision to move forward with Consulting Services, the Client shall pay the Consultant in full at a total of \$500.00 by check to Ashley Heesch doing business as On Brand Consulting or through the HoneyBook on the date of receiving the invoice. Payment is non-refundable.

In consideration for the Consulting Services (ie Build-a-Brand and Seriously Social & Contagious Content Packages), the Client shall pay the Consultant at the billable hourly rate. For the Build-a-Brand Package, the Consultant shall invoice the Client once every month starting from the first day of the contract at the hourly rate. For the Seriously Social & Contagious Content Package, the Consultant shall invoice the Client once every month starting from the first day of the contract at the approved retainer rate with additional itemized costs noted should they be relevant and previously approved. Such invoices shall be due and payable within 5 days (weekends included) of the Client's receipt of the invoice. Failure from the Client to submit payment of the invoice within the 5 days of receiving such invoice shall result in the additional billable interest of 10% of the total invoice per week that the invoice goes unpaid. Should the invoice go unpaid for more than 4 weeks since the date of due payment, billable interest will increase to 20% per additional week. Should the Client fail to pay the Consultant under any circumstances, the Consultant has the right to sue the client for original payment which also includes any additional billable interest and legal fees as a result of the Client failing to pay.

### 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

## 5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

## 6. Noncompetition

During the term of this Agreement the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries.

## 7. Non Solicitation of Customers

During the term of this Agreement and for 3 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

## 8. Nonsolicitation of Employees

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

## 9. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

## 10. Artistic Release

**Style.** The Client has spent a satisfactory amount of time reviewing the Consultant's work and has a reasonable expectation that the Consultant will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

**Consistency.** The Consultant will use reasonable efforts to ensure the Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and the Consultant will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and wedding is different, with different tastes, budgets, and needs;
2. Digital Marketing/Branding/Content Creation/Social Media services are often a subjective art and the Consultant has a unique vision, with an ever-evolving style and technique;

3. The Consultant will use its artistic judgment when providing Services for the Client, which may not include strict adherence to the Client's suggestions;
4. Although the Consultant will use reasonable efforts to incorporate the Client's suggestions and desires when providing Client with the Services, the Consultant shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Consultant's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

## 11. Revisions

All additional revisions past that of the approved amount per package will be billed at an hourly rate, reflective of the time needed to complete said extra revisions.

3-Day Brand Discovery Session: 2 Total Revisions

Build-a-Brand Package: 5 Total Revisions

Seriously Social & Contagious Content: 1 Revision per post, story, video, meme, content marketing material, reel, etc.

