

Web Design Services Agreement With Launch Yesterday

Dated: March 2, 2021

This Web Design Services Agreement (“Agreement”) is entered into by and between:

Freesia Lee

Freesia Lee Coaching

Email: _____

Phone Number: _____

(“Company”)

and

Stephanie BwaBwa

CEO & Creative Director of Launch Yesterday

info@launchyesterday.com

202-618-2495

(“Contractor”)

Contractor and Company are collectively referred to as the “Parties.”

PURPOSE

Contractor will provide and Company will pay for Branding and Custom Web Design from Launch Yesterday for Freesia Lee Coaching in accordance with the terms and conditions of this Agreement.

CONTRACT DATE

This Agreement is dated March 2, 2021 (“Effective Date”).

SERVICES

Contractor agrees to provide Contractor's Custom Web Design Package including complete Branding and Web Design services to Company Freesia Lee Coaching, subject to the terms and conditions of this Agreement. Contractor agrees to devote as much time, attention, and energy as necessary to achieve the following (collectively, the "Services"):

A. Branding for Freesia Lee Coaching including branding questionnaires, full brand kit, and branding collateral

B. Custom Web Design via the Wordpress platform

TIMELINE & DELIVERY

Contractor will make reasonable efforts to deliver the Services within the month of March 2021. Company acknowledges that unanticipated circumstances arise, and the timeline for delivery is not guaranteed.

COMPENSATION

Company shall pay to Contractor a credited total amount of \$3,000.00 ("Contract Price") which will be paid through bartered business exchange between Launch Yesterday and Freesia Lee Coaching.

TERM

The term of this Agreement shall commence on the Effective Date and shall continue until Contractor satisfactorily completes performance of the Services.

TERMINATION

1. Either party may terminate this Agreement at any time by giving the other party 15 days' written notice. Company may terminate this Agreement if Contractor fails to cure any default or breach of this Agreement within ten (10) days of receipt of notice of Company's intent to terminate due to such deficient performance.

2. Upon termination by either party, Contractor shall provide to Company any and all copies, in whole or in part, of the Work Product (as then existing) and any and all tangible materials and property the Company provided to Contractor in connection with this Agreement.

3. Force Majeure. Contractor shall not be liable for delay or failure in the performance of its obligations under this Agreement if such delay or failure is caused by conditions

beyond its reasonable control, including but not limited to, fire, flood, inclement weather, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, terrorism, civil commotion, or labor disputes.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

1. In performing the Services, Contractor may have access to sensitive or confidential information related to Company's business ("Confidential Information"). Contractor agrees not to disclose or make use of any Confidential Information, directly or indirectly, except for the sole benefit of Company, as necessary to perform the Services, and in accordance with Company's instructions. Contractor shall not directly or indirectly disclose or make use of any Confidential Information after the term of this Agreement for any reason. Contractor will use reasonable care in handling Company's Confidential Information so that it does not enter the public domain. Contractor will return all Confidential Information to Company upon termination of this Agreement.

2. Contractor may disclose Confidential Information to the extent that: (i) it becomes publicly available or known by no fault of Contractor; (ii) Company grants permission for such disclosure in writing; or (iii) disclosure is required by any court or government agency.

3. "Confidential Information" of Company includes but is not limited to some or all of the following, whether in documentary, electronic or any other form: client lists; prospective client lists; sales leads; Company's business methods and competitive strategies; information concerning the preferences, requirements, transactions, creditworthiness and characteristics of Company's clients and prospective clients; pricing lists, policies and practices; sources of supply; negotiating strategies; computer software; technical information; sales techniques; financial information; financial reports; data; books and reports; specifications; strategic and technical data; marketing data; market research data; product research and development data; trade secrets; information concerning Company's business plans; other information concerning Company's finances, technology and operations; and any other information about or generated by Company which could, if disclosed, be useful to any competitors of Company.

INTELLECTUAL PROPERTY OWNERSHIP

1. As used in this Agreement, "Work Product" shall mean all data, materials, documentation, computer programs, inventions (whether or not patentable), patents, ideas, discoveries, products, designs, business methods, picture, audio, artistic works, and all works of authorship, including all worldwide rights therein under patent, trademark, copyright, trade secret, confidential information, or other property right, created or developed, in whole or in part, by Contractor while retained by Company, and

within the scope of Contractor's retention by Company, whether or not developed during work hours.

2. Contractor hereby assigns the sole and exclusive right, title and interest in and to the Work Product to Company. Company shall have the right to and hold in Company's name patents, trademarks, copyrights, registrations, and any other protection available in the Work Product.

3. Notwithstanding the foregoing, this Agreement shall not require the assignment of any inventions (i) that Contractor developed entirely on Contractor's own time without using any of Company's equipment, supplies, facilities, Trade Secrets or Confidential Information, and (ii) that do not relate to Company's business or actual or anticipated research or development or result from any work performed by Contractor for Company.

4. At any time upon request by Company, Contractor shall promptly disclose to Company in writing all Work Product conveyed, developed, conceived, created or made by Contractor, individually or jointly, that relates in any way to the business conducted by Company.

5. To the extent any intellectual property developed or known by Contractor prior to the Effective Date of this Agreement is contained in any Work Product that Contractor delivers to Company or to Company's customers, Contractor represents and warrants that it has ownership in, or the right to use, such preexisting intellectual property and grants to Company an irrevocable, nonexclusive, worldwide, royalty-free license to (i) use and distribute, internally and externally, copies of, and prepare derivative works based upon, such preexisting intellectual property materials and derivative works thereof, and (ii) authorize others to do any of the foregoing.

INDEPENDENT CONTRACTOR

With respect to the Services provided hereunder, Contractor will at all times be an independent contractor. The Parties recognize and agree that Contractor shall not be considered an employee of the Company for any purpose whatsoever. With respect to any Services performed hereunder, nothing in this Agreement shall be construed to give Contractor authority (i) to represent that Contractor is an employee or agent of the Company, (ii) to bind the Company with respect to any contracts or agreements, or (iii) to represent the Company before any court or government or regulatory agency, without the prior, express written authorization of the Company.

MISCELLANEOUS TERMS

1. **Waiver.** The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default.

2. **Severability.** If any provision or portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect, and the invalid provision or part shall be deleted as narrowly as possible to render this Agreement valid and enforceable. Furthermore, if the scope of any provision of this Agreement is determined to be too broad in any respect whatsoever to permit enforcement to its maximum extent, then such provision shall be enforced to the maximum extent permitted by law.

3. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland, without giving effect to its principles of conflicts of law.

4. **Assignment.** Neither Party may assign, transfer, subcontract or delegate any right or obligation under this Agreement without the prior written consent of the other party.

5. **Notices.** All notices shall be in writing and deemed effective when received by either electronic mail or paper mail at the address of the party to be notified provided in the introductory provision of this Agreement. Either party may change the address to which notices are to be sent by providing written notice to the other party as provided for in this section.

6. **Section Headings.** Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

7. **Entire Agreement and Amendments.** This Agreement shall be deemed to express, embody and supersede all previous statements, promises, inducements, understandings, agreements, or commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties. No previous statement, promise, inducement, understanding, or agreement made by any party hereto that is not contained herein shall be binding or valid.

8. Amendments. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties.

9. Tax Matters. As an independent contractor, Contractor shall be solely responsible for payment of all federal or state income taxes or social security (FICA) for Contractor, including social security or unemployment tax.

10. No Insurance. As Contractor is an independent contractor, Company will not be required to provide Contractor with any employee, individual or group insurance policy or any other kind of insurance coverage including, but not limited to, workers compensation, general or public liability, or errors and emissions insurance.

CONTRACTOR

Stephanie BwaBwa

CEO & Creative Director, Launch Yesterday

Stephanie BwaBwa

Date: March 2, 2021

COMPANY

Freesia Lee

Freesia Lee Coaching

Signature: _____

Date: [insert date]