
SOCIAL MEDIA AGREEMENT

WITH GERIANN WIESBROOK OF HEY G! CONSULTING

This Contract is between Veterans Assistance Commission (the "Client") and Hey G Consulting (the "Marketer"). The Contract is dated [4/12/2021].

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Marketer to do the following: The Marketer will assist the Client with social media services.

1.2 Schedule. The Marketer will begin work on April 30, 2021 and ends December 31, 2021 and can be ended by either Client or Marketer at any time, pursuant to the terms of Section 6, Term and Termination.

1.3 Payment. The Client will pay the Marketer \$495,000 for services rendered per the previously agreed upon Memo of Understanding.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Marketer is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Marketer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. This means the Marketer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants or it can decide not to use the work product at all.

2.2 Marketer's IP That Is Not Work Product. During the course of this project, the Marketer might use intellectual property that the Marketer owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Marketer is not giving the Client this background IP. But, as part of the Contract, the Marketer is giving the Client a right to use the background IP to develop, market, and support the Client's products and services. The Client may use this

background IP worldwide and free of charge, but it cannot transfer its rights to the background IP. The Client cannot sell or license the background IP separately from its products or services. The Marketer cannot take back this grant, and this grant does not end when the Contract is over.

3. **COMPETITIVE ENGAGEMENTS.** The Marketer won't work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Marketer asks for permission beforehand and the Client agrees to it in writing. If the Marketer uses employees or subcontractors, the Marketer must make sure they follow the obligations in this paragraph, as well.

4. **NON-SOLICITATION.** Until this Contract ends, the Marketer won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Marketer puts out a general ad and someone who happened to work for the Client responds. In that case, the Marketer may hire that candidate. The Marketer promises that it won't do anything in this paragraph on behalf of itself or a third party.

5. REPRESENTATIONS.

5.1 **Overview.** This section contains important promises between the parties.

5.2 **Authority To Sign.** Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 **Marketer Has Right To Give Client Work Product.** The Marketer promises that it owns the work product, that the Marketer is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Marketer uses employees or subcontractors, the Marketer also promises that these employees and subcontractors have signed contracts with the Marketer giving the Marketer any rights that the employees or subcontractors have related to the Marketer's background IP and work product.

5.4 Marketer Will Comply With Laws. The Marketer promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. laws and regulations.

5.5 Work Product Does Not Infringe. The Marketer promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Marketer has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Marketer has entered into or will enter into with someone else.

5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Marketer if the Marketer has questions regarding this project, and to provide timely feedback and decisions.

5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Marketer with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

6. TERM AND TERMINATION. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Marketer must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

7. INDEPENDENT CONTRACTOR. The Client is hiring the Marketer as an independent contractor. The following statements accurately reflect their relationship:

- The Marketer will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Marketer is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Marketer with any training.
- The Client and the Marketer do not have a partnership or employer-employee relationship.
- The Marketer cannot

enter into contracts, make promises, or act on behalf of the Client.- The Marketer is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).- The Marketer is responsible for its own taxes.- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Marketer or any of the Marketer's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

8.1 Overview. This Contract imposes special restrictions on how the Client and the Marketer must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for the Client, the Marketer may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Marketer promises to treat this information as if it is the Marketer's own confidential information. The Marketer may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Marketer use a customer list to send out a newsletter, the Marketer cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Marketer written permission to use the information for another purpose, the Marketer may use the information for that purpose, as well. When this Contract ends, the Marketer must give back or destroy all confidential information, and confirm that it has done so. The Marketer promises that it will not share confidential information with a third party, unless the Client gives the Marketer written permission first. The Marketer must continue to follow these obligations, even after the Contract ends. The Marketer's responsibilities only stop if the Marketer can show any of the following: (i) that the information was already public when the Marketer came across it; (ii) the information became public after the Marketer came across it, but not because of anything the Marketer did or didn't do; (iii) the Marketer already knew the information when the Marketer came across it and the Marketer didn't have any obligation to keep it secret; (iv) a third party provided the Marketer with the information without requiring that the Marketer keep it a secret; or (v) the Marketer created the information on its own, without using anything belonging to the Client.

8.3 Third-Party Confidential Information. It's possible the Client and the Marketer each have access to confidential information that belongs to third parties. The Client and the Marketer each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do

so. If the Client or the Marketer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

9. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

10. INDEMNITY.

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Marketer or both. For example, if the Client gets sued for something that the Marketer did, then the Marketer may promise to come to the Client's defense or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the Marketer agrees to indemnify the Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Marketer has done under this Contract; (ii) a breach by the Marketer of its obligations under this Contract; or (iii) a breach by the Marketer of the promises it is making in Section 5 (Representations).

10.3 Marketer Indemnity. In this Contract, the Client agrees to indemnify the Marketer (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

11. GENERAL.

11.3 Modification; Waiver. To change anything in this Contract, the Client and the Marketer must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

11.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

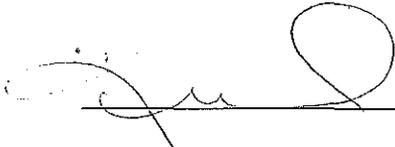
(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

11.6 Signatures. The Client and the Marketer must sign this contract. Electronic signatures count as originals for all purposes.

11.7 Governing Law. The laws of the state of Illinois govern the rights and obligations of the Client and the Marketer under this Contract, without regard to conflict of law principles of that state.

11.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.



Veterans Assistance Commission, Client

4/12/2021

Date



Gerian Wiesbrook, Marketer

Date