



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement"), effective as of August 3, 2023, by and between MI SILC ("Client") and Idea39, LLC ("Agency"). Each a "Party" or collectively "Parties."

WHEREAS, Agency desires to provide Services (defined hereinbelow) to Client; and whereas Client desires to engage Agency for its Services upon the terms and conditions provided hereinbelow.

NOW THEREFORE, in consideration of the mutual promises made below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agency's Services and Purpose. The purpose of this Agreement is to provide Client with specific products and services, including creative direction, social media management, content copywriting, design, strategy consulting, project management and PR for MI SILC (hereinafter collectively referred to as "Services") outlined in MI SILC RFP and Idea39's response dated August 2022. To ensure timely completion of the Services and to identify barriers to completion, Agency shall provide biweekly project updates to Client listing work completed, work in progress and work scheduled. Any barriers to completion (coming from any party) will also be identified for discussion and resolution. Services, deliverables, tasks and timelines may be adjusted upon agreement in writing from the Parties hereto.

2. Client's Responsibilities. The Client shall be responsible for the following:

(a) The Client shall identify a "Client Representative" through which all requests for approval, content and cooperation shall be directed in order for the Agency to complete its Services. The Agency shall not be required to seek out and obtain approvals from multiple representatives of Client.

(b) The Client will make available in a timely manner, at no charge to Agency, all Client materials, information, data, accounts, accesses, authorizations, files, programs, and information required by the Agency which are necessary for the Agency to perform the Services. This shall include access to the donation page links, the original information for all owned domain names, and any other reasonably necessary information requested by Agency in writing;

(b) The Client will provide timely review and good faith approval of the Agency's Services and any deliverables;

(c) The Client shall be responsible for and assumes the risk of any issues or problems resulting from the content, accuracy, completeness or consistency of any Client-provided materials, accounts, reports, information, studies, representations or other information or resources supplied by Client for use in the Services or incorporation into any deliverables contemplated herein (the "Client Content"). The Client shall further obtain any and all permission necessary to publish, distribute, sell, make derivative works of, copy or otherwise use the "Client Content".

(d) All final review and approval of Agency's Services or deliverables are Client's responsibility. Agency shall not be responsible for typos, incorrect names/info on a final proof that has been approved by the Client. **Please make to read final versions AND print proofs closely.**



(e) To the extent that the Services include use of any third-party marketing platforms or website hosting services, the Client shall be solely responsible for ensuring that its social media and website complies with the terms of service, terms of use, privacy data requirements (including maintenance of an up-to-date privacy and cookie policy) and related legal requirements and/or notices.

3. Retainer Fee. The monthly fee for Agency's Services is **\$4,635.00 per month**. Client agrees to pay Agency said fee **upon agreement of this contract and thereafter on the first of the month, every month starting October 1, 2023, ending with final payment on September 1, 2025**, after which a new agreement can be negotiated. The suggested media budget is \$18,600 for FY23/24 and \$18,600 for FY24/25 but will be determined on a case-by-case basis.

4. Late Fees and Collection Costs. In addition to such other remedies the Agency may have hereunder or in law or equity, the Agency shall be entitled to payment of a one and a half (1.5%) percent daily service charge on all overdue balances (per day received after 30 days of milestone date have passed). The Agency shall further be entitled to reimbursement of collection costs, including reasonable attorney fees, for unpaid invoices.

5. Additional Services. Services requested by the Client that are not otherwise identified herein or that exceed the scope of those Services identified herein shall be invoiced to the Client as "Additional Services". Upon request, the Agency shall provide the Client with a written estimate of any Additional Services prior to commencement of those Additional Services. Unless otherwise agreed upon by the Parties in writing, the Additional Services shall be billed at the hourly rate of \$100/hour.

6. Reimbursable Expenses. The Client shall be solely responsible for the reimbursement of any and all pre-approved and actual expenses incurred by the Agency in performing the Services including, without limitation, expenses incurred in connection with travel, mileage at the then-existing IRS rate, copying services, photography and production expenses, Ad-Buy's, fulfillment, ad placement or related costs, The Agency shall submit an invoice not less than monthly for pre-approved reimbursable expenses which shall be due and payable **NET15**.

7. Interdependencies. The Parties acknowledge that either Party's meeting of any deadlines described herein or otherwise agreed upon by the Parties may be subject to timely completion of reasonably expected activities of the other Party, including those set forth in Section 2. Each Party will immediately advise the other Party in writing as soon as it becomes aware of any developments that may delay completion of the Services including, without limitation, that Party's failure or inability to perform an obligation hereunder. Any deadlines relating to the Services will be reasonably adjusted by the Parties in the event of (a) any delay caused by the Client's failure or inability to perform an obligation including, without limitation, providing timely approvals or Client Content; (b) any delay caused due to the Client's request for changes or alterations in the Services or deliverables; or (c) any delay due to a Client-affiliated third party's actions or omissions.

8. Term and Termination. The term of this Agreement shall commence on the date first written above and ending upon completion of the Services identified in Section 1. Notwithstanding the foregoing, this Agreement may be terminated by the Client for its convenience upon seven (7) days prior written notice delivered by registered letter to the Agency. Either Party may terminate this Agreement in the event that



the other Party has materially breached an obligation herein, and with the exception of a payment obligation, has failed within fifteen (15) days after receipt of written notice of the breach has failed to cure.

9. Payment and Rights Upon Termination. In the event of termination, the Client shall be responsible for payment of all Services provided and performed by the Agency as of the date of termination, which have not been objected to in good faith by the Client. Unless otherwise stated herein, the Services performed by the Agency shall be invoiced at the hourly rate of \$100 an hour and deducted from the initial payment, if any, with the balance of such initial payment returned to Client. If, at the time of termination, work has been completed beyond the amount covered by the initial payment, the Agency shall invoice the Client at the hourly rate stated above for those Services, with such invoice due NET15. Upon termination, all rights to the Services for which Client has not already paid for, shall revert to Agency and all original art must be returned, including sketches, comps, or other preliminary materials.

10. Limited Warranty. The Agency warrants only that the Services will be performed in a professional and workmanlike manner consistent with industry standards and any specific requirements agreed upon in writing by the Parties. The warranties provided herein shall cover only the deliverables provided by the Agency and does not extend to any modifications, changes, improper or unauthorized uses by the Client, its agents or third parties. The Agency hereby disclaims any other warranties or representations not expressly contained herein including, without limitation, any warranties regarding a particular result or outcome, warranties of implied fitness for a particular purpose or implied warranties of merchantabilities.

11. Independent Contractor Relationship. The Parties intend to create by this Agreement an independent contractor relationship. Client is interested in the results to be achieved, and the conduct and control of the work will lie solely with Agency. Agency is not to be considered an employee of Client for any purpose, and Agency and any employees of the Agency, are not entitled to any of the benefits that Client may provide for its employees. Accordingly, Agency shall be solely responsible for providing such insurance and other benefits as Agency deems necessary, advisable or appropriate, or as required by law. Since Agency is an independent contractor, Client will not make any deductions from payments due from Client to Agency under this Agreement for any payroll or similar taxes, premiums or contributions now or hereafter required to be collected and/or paid by an employer for or on account of such employer's employees. Without limiting the generality of the preceding sentence, Client will not deduct from sums due Agency, nor pay for or on account of Agency any (i) federal, state or local income tax withholding, (ii) social security or Medicare tax, (iii) health, accident, disability or life insurance premiums mandated by any governmental agency, (iv) unemployment compensation premium or tax, or (v) workers' compensation premium or tax that would be required to be withheld and/or paid by Agency.

12. Ownership; Copyrights and Trademarks. Agency agrees that the branding, content, photography, website and social media shall be owned by Client, and this is a work for hire agreement. In addition, Agency represents and unconditionally guarantees that any elements of its Services furnished to the Client is wholly owned by the Client. Notwithstanding the foregoing, Agency's grant of copyrights and trademarks for Services furnished to Client is conditioned upon Client's satisfaction of such installment payment for which the Services were furnished.

13. Mutual Indemnity. The Parties hereto agree to indemnify, defend, and hold harmless the other Party and its respective directors, officers, members, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorneys' and experts' fees) imposed upon or incurred by a Party hereto, whether for property damage, personal injury, death, or otherwise (collectively, "Claims"), to the extent arising out of any of the following: (a) a Party's failure to comply with applicable laws, regulations or orders; (b) Any negligent act or omission or intentional



misconduct on the part of a Party hereto, including its respective directors, officers, members, employees or agents, regardless of whether such Party is adjudged to be comparatively or contributorily negligent or otherwise at fault; or (c) Breach of any obligation contained in this Agreement. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement and shall apply regardless of whether or not separate, several, joint, or concurrent liability may be imposed on a Party hereto whether or not it is alleged that a Party hereto in any way contributed to the Claims or is liable due to a non-delegable duty. Notwithstanding the foregoing, this indemnity provision does not purport to indemnify a Party hereto for its own sole negligence to the extent such indemnification is contrary to law. In any and every Claim against a Party hereto by anyone directly or indirectly employed by a Party hereto, the indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for a Party hereto under any workers' or workmen's' compensation acts, disability benefit acts, or other employee benefit acts.

14. Confidential Information. Agency acknowledges and agrees that the source materials and technical and marketing plans or other sensitive campaign information, including, but not limited to, all materials containing said information, that are supplied by the Client to Agency is confidential information. Information shall not be considered confidential if it is already publicly known through no act of Agency.

15. Limits of Liability. Notwithstanding anything herein to the contrary, in no event shall a Party's liability to exceed the total fee outlined in Section 3 hereinabove. The foregoing limitation of liability shall apply to any and all liabilities between the Parties with respect to this Agreement, including but not limited to the Parties' respective indemnification. Notwithstanding anything herein to the contrary, in no event shall a Party be liable for any incidental, consequential, indirect, special, treble, punitive, or exemplary damages.

16. Non-Solicitation of Agency Employees or Agents. The Client agrees that, during the Term and for a period of (1) year after expiration or termination of this Agreement, that the Client shall not directly or indirectly, either individually or on behalf of another person or firm, encourage, solicit or otherwise persuade an employee, independent contractor or agent of the Agency to leave the employ of the Agency or cease its employment with the Agency.

17. General Terms.

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the Parties.

(b) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. This Agreement represents a compromise between the Parties and is a product of arms-length negotiations. These Parties have read this Agreement completely and have had the opportunity to seek the advice and assistance of competent legal counsel. In the event that ambiguity exists or is deemed to exist in any provisions of this Agreement, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Agreement.

(c) No statement, action, or omission of either of the Parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either Party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent



upon a breach thereof, during the continuation of any such breach shall constitute a waiver of any such breach or any such agreement, term or condition.

(d) No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, not including the choice of law rules thereof, and each Party by execution of this Agreement hereby consents to the exercise of exclusive jurisdiction and venue for any lawsuit arising under this Agreement in the Circuit or Superior Courts of Wayne County, Michigan.

(f) In the event of any litigation between the Parties hereto involving this Agreement or the respective rights of the Parties hereunder, the Party who does not prevail in such litigation shall pay all the prevailing party's reasonable attorneys' and experts' fees, costs and expenses incurred by the prevailing party in resolving said matter. As used herein the term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the others breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

(g) This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. The recitals set forth in the above preamble are incorporated herein by this reference and made a part of this Agreement. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

(i) Except as expressly stated herein, there are no intended third-party beneficiaries to this Agreement.

(j) Except as stated herein otherwise, this instrument is the final agreement, contains the entire, complete and exclusive agreement between the Parties concerning this subject, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the Parties. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

[Signatures on Following Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

IDEA39

MI SILC

By: _____
Adrienne Pickett, Creative Director
and Authorized Agent

By: _____
Authorized Agent

“Agency”

“Client”