

Subcontractor Agreement

For Freelancers and Agencies at Brandkeeping corp (DBA: Simplicity Agency)



Understanding This agreement

In this new partnership with our company, you are responsible to read and understand the contents of this contract. To help you understand the content, we have marked keys areas of importance with our signature "S" icon

The Agreement

This contract (the "Agreement") is entered into by and between the below named parties (the "Parties" or the "Party"). The Agreement will expire at the close of business 30 days after the date of delivery if not accepted in writing by counter-signing this Agreement by the aforementioned date.

Party Information

Freelancer / Agency (the "Subcontractor")

Our Company (the "Company")

Simplicity Agency
William Suarez
accounts@simplicityagency.com
tel: +1 704-750-2188
436 E 36th St
Charlotte, NC 28205
simplicityagency.com

Services

Subcontractor agrees to perform services as described in Expected Deliverables & Performance (the "Services") and Company agrees to pay Subcontractor as described in Payment Terms & Reporting (the "Payment Terms") and both Parties agree to the Terms & Conditions (the "General Terms").

Signatures

In witness whereof, the Parties have executed this Agreement, inclusive of the Services, Payment Terms and General Terms, as of the later of the two dates below (the "Effective Date").

Print Subcontractor Name

Print Company Representative's Name

Signature

Signature

Date

Date

Expected Deliverables & Performance

§ These are the items you as the subcontractor will be expected to turn into the company.

Summary of Services

The Subcontractor will bill the Company for the following monthly services:

- 1.
- 2.
- 3.
- 4.
- 5.

Service Terms

The Parties agree to the following prerequisites of the services

Relationship of Parties

Nothing contained in this Agreement shall be construed to create a joint or co-venture, agency, or employment relationship between Subcontractor and Company. Both Parties agree that Subcontractor is, and at all times during this Agreement shall remain, an independent Subcontractor. You are not an employee of the company, rather an independent contractor providing the company services in exchange for compensation.

§ Subcontractor means you work as an independent contractor of the company, not an employee.

Responsibilities of Company

The Company agrees that they are to provide all necessary access for the Subcontractor to perform their duties within a timely manner. The Company understands that any delay in providing necessary information to the Subcontractor will result in delays to the Subcontractor's duties and therefore the Company releases the Subcontractor from any such liability in this case

Performance Terms

Month-to-Month, on-call, as-needed

Assets & Access

The Subcontractor agrees to provide all working assets (files, documents, designs, codebase) to the Company by way of Google Drive, file sharing or Slack communications at the end of each work day. If the Company is not in possession of aforementioned assets the Subcontractor is responsible for any loss of funds from the Company, barring any extreme circumstances. The Subcontractor also agrees to maintain complex passwords and good security protocols to protect the information and assets of the Company during the relationship of the Parties and for a period of 90 days following the termination of the Agreement.

§ To facilitate efficient workflow and a collaborative setting, you are required to upload any active files at the end of each work day to at least one of the company's communication platforms

Estimates & Deadlines

The Subcontractor must clear the necessary time and cost to the Company for each project/task. As the Subcontractor is responsible to manage their own Profit & Loss within the Subcontractor's own company, the Subcontractor is therefore held accountable to their original estimates and agrees to not overbill or take advantage of the Company in the event that the project went longer than expected. The Subcontractor is responsible to provide the Company estimates in advance and receive, in writing, the approval for each project/task. If the Company does not sign off on these estimates by way of message, email or chat records, the Subcontractor is not guaranteed payment.

§ You are responsible for correctly estimating the time it will take you to work on a task or project and receiving written approval from the company.

Payment Terms & Reporting



The following is the responsibility of both the subcontractor and the company for appropriate payment.

Summary of Payment Terms

The Parties agree to the Expected Deliverables & Performance on the previous page and the Terms and Conditions. The Subcontractor will bill the Company according to the following terms.

1.

2.

3.

Payment Terms

Company understands the importance of paying independent Subcontractors in a timely manner and wants to maintain a positive working relationship with Subcontractor to keep the project moving forward.

Invoicing Terms

Net 15 - Payments for each invoice delivered by Subcontractor to the Company are due within 15 days of receipt. In case of overdue payments, The Subcontractor reserves the right to stop work until payment is received.

Reporting Terms

The Subcontractor must keep accurate records of their hours worked on each project on a bi-weekly or monthly basis.

Late Payment

In the event an invoice is not paid within the Invoicing Terms, to the maximum extent allowable by law, the Subcontractor may charge a late payment fee of 5% per month on any overdue and unpaid balance not in dispute. The Company is exempt from such fees if the Subcontractor does not, cannot or refuses to furnish their records according to the Reporting Terms at the time of invoicing.

Subcontractor's acceptance of such service charges does not waive its rights to any remedies for Company's breach of this Agreement. All payment obligations are non-cancelable and fees paid are non-refundable.



Terms & Conditions

Summary of Services

The Subcontractor will bill the Company for the following monthly services. The Parties agree to the Services on the following page and the Terms and Conditions set forth in Attachment B.

Acceptances

The undersigned representative of Company has the authority to enter into this Agreement on behalf of Company. Company agrees to cooperate and to provide Subcontractor with everything needed to complete the Services as, when and in the format requested by Subcontractor. Subcontractor has the experience and ability to do everything Subcontractor agreed to for the Company and will do it all in a professional and timely manner. Subcontractor will endeavor to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.



The best work comes out of great relationships. Honesty, respect and gratitude are the keys to a great relationship and therefore we have an interest in treating each other with these values at all times. As much as legal documents are important, what truly binds us is our drive to do great work with great people and to develop a relationship of mutual respect and trust

Confidentiality & Non-Disclosure



It is our commitment, as both subcontractor and company, to keep one another's sensitive information confidential.

Each party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other party. "Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (ii) and any information which ought reasonably be considered confidential with regard to the circumstances surrounding disclosure, whether or not such information is marked "Confidential".

In the event a party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents and such party agrees to indemnify and hold harmless the other party from and against any liabilities, claims, damages, losses, costs and expenses resulting, directly or indirectly, from any breach by a party, or any of its employees or independent Subcontractors, of any provision of this Agreement. The obligations of this Section shall survive termination of this Agreement for a period of 3 years.

Warranty

Subcontractor warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Subcontractor may have to others; (ii) none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Subcontractor); (iii) Subcontractor has the full right to provide Company with the assignments and rights provided for herein;

EXCEPT AS SET FORTH IN THIS ATTACHMENT B, SUBCONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK. EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

Non-Compete

The Subcontractor agrees that for the period commencing on the date the Subcontractor executes this Agreement and ending on the date occurring twelve (12) months after the Subcontractor incurs a Termination of Service (the "Obligations Period"), the Subcontractor, directly or indirectly, whether as an employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, will not engage, participate, invest or solicit any business from any of the Company's customers and users.



This means you cannot solicit the company's clients during your contract and within 12 months after the termination of your contract.

Record of Meetings

Both Parties agree that either Party may record meetings with or without notice at any point to have a record of contact and both Parties hereby agree to any such recordings taking place. The Company or the Subcontractor may, however, explicitly request not to be recorded at any point and the other Party must stop or refrain from recording. The purpose of recording meetings is to ensure that key details are not missed in note taking and to keep a record of our meetings for future podcasting.



Both parties may record each other at any time. You are agreeing to this in advance as you may not always be notified.



Ownership and Licenses

Subcontractor agrees that the deliverables and materials developed pursuant to this Agreement [including, without limitation, all presentations, writings, ideas, concepts, designs, text, plans, and other materials that Subcontractor conceives and develops pursuant to this Agreement, including all materials incorporated therein whether such materials were conceived or created by Subcontractor individually or jointly, on or off the premises (premises are defined as any aspect of the remote working environment) of Company, or during or after working time] shall be treated as if the development of such deliverable constitutes a “work for hire” and shall be owned by Company upon payment of all fees due to Subcontractor pursuant to this Agreement.



The company owns all services and assets for which you received compensation from the company.

In the event that any such material is considered not to be a “work made for hire,” Subcontractor hereby assigns all ownership (whether represented or not by a registered patent, copyright, trade secret) and other proprietary or rights, title and interest in such deliverables and materials to Company, and agrees to execute such documents as Company may reasonably request, in order to assist Company in obtaining and protecting such rights.

Subcontractor agrees that Subcontractor has no interest in any materials that Subcontractor submits to Company, including, without limitation, any security interest therein, and hereby releases to Company any interest therein (if any) which may be created by operation of law. Except as otherwise agreed to in writing and as necessary in the performance of this Agreement, Subcontractor shall have no rights to license, sell or use the deliverables or materials developed under this Agreement, or any portion thereof.

Term & Termination

Either Party may terminate this Agreement at any time, with sufficient cause, upon 7 days written notice. Sufficient cause is classified as the other party committing a breach of this Agreement and such party does not cure a breach within 7 days of written notice from the non-breaching party of such breach. Either Party also may at any time terminate this Agreement immediately by sufficient cause if the other party breaks the law.

If this Agreement is terminated earlier by Company with or without cause, Company agrees to pay Subcontractor any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancelable commitments. Subcontractor agrees to use best efforts to minimize such costs and expenses.

Termination for any reason shall not affect the rights granted to the Company by Subcontractor hereunder. Upon termination, Company shall pay to Subcontractor all undisputed amounts due and payable, including the Cancellation Terms as defined on page two. If upon termination Company has not paid undisputed fees owed for the material, deliverables or Services provided by Subcontractor as of the date of termination, Company agrees not to use any such material or the product of such Service, until Company has paid Subcontractor in full. Upon termination by either Party, the Subcontractor must deliver any and all local assets, logins or documents to the Company immediately. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Subcontractor shall retain a perfected security interest in the deliverable or material until Company has made payment in full for all undisputed amounts as of the termination date. Subcontractor hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

The Company must request to end the contract after the initial contract term. If the Company fails to alert the Subcontractor to end the contract after the initial term, the Contract terms will continue as-is on a month-to-month basis.



In the case of termination, the company is responsible for paying all dues to you as the subcontractor. In turn, you are responsible for giving access to and providing all files.

Changes

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties, whether by email, text or an amendment to this agreement. The Subcontractor agrees to waive any fees for revisions or fixes where the negligence or fault is proven to be the Subcontractor.

Right to Authorship Credit

Both Parties agree that when asked, the Company must properly identify the Subcontractor as the creator of the deliverables. Company does not have a proactive duty to display Subcontractor's name together with the deliverables, but Company may not seek to mislead others that the deliverables were created by anyone other than Subcontractor.

Company hereby agrees Subcontractor may use the work product as part of Subcontractors portfolio and websites, galleries and other media solely for the purpose of showcasing Subcontractors work but not for any other purpose. Subcontractor will not publish any confidential or non-public work without the Company's prior written consent.



The Subcontractor may use their created work in their portfolio. The Company must attribute the Subcontractor upon request from anyone but is not required to proactively do so.

Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Company's primary business location (the “Company's Jurisdiction”), without regard to the conflicts of law provisions thereof. For all purposes of this Agreement, the Parties consent to the exclusive jurisdiction and venue in the courts located in the Company's jurisdiction. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.



Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty-four (24) hours of submission.

Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

Unplanned Events

If for reasons or "Events" beyond the control of the Company or Subcontractor should affect this Agreement, this Agreement shall terminate immediately. Such Events shall include, but are not limited to, illness, incapacitation, death, or other "Acts of God."



The contract can be cancelled in light of extreme events such as illness or global pandemics that affect business.

Entire Contract

This Agreement, along with these Terms & Conditions, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.