

## Service Agreement

**Contract: 200728A**

This Service Agreement (the "Agreement") sets forth terms under which **Bee Hexa Branding LLC ("Company")** shall provide services to **AbraKetosis, ("Client")**. This Agreement is effective as of **10th day of August, 2020** and will be effective till 1 year. In case of needing other changes, services or specifications to what is listed in this agreement an amendment or separate agreement will be created.

### 1. **Business Model:One-Time Payment**

- a. A **One-Time Payment** is a complete purchase of use of our services and it's products. We are not responsible for the payments and/or fees of hosting, integrations, platforms or any other. The company is responsible for the development and completion of services only. Replication or continued use of our services' products without providing complete **Compensation (3.)** to us will result in a contract breach and copyright infringement.

### 2. **Scope of Services.** The Company is to provide the Client with the following services (the "Services"). Company will provide the client the design and development of a website and complementary branding study, graphic design and photography. Details of the overall service are explained below.

- a. **Website:** The webpage will be a Start Up Website.
  - i. Which is defined as a 3-5 pages website.
  - ii. The client's business is a Restaurant.
  - iii. The client is responsible for providing all the initial information needed for the website, we will then copywrite the information for better optimization. CMS features will be created for the client in which the company will provide training. Company will include 2 hours of maintenance per month. Client has chosen the integration Zapier, to automate one task: log of orders in a digital form. Completion of this webpage will be affected by the client's participation and communication stated on the "**Time is of essence**" clause. Photos and Videos will be provided by the client, the company will provide a complementary set of photos. Basic copywrite and SEO will be provided by the company.
- iv. **Approval and Revisions:**
  1. Each phase needs to be approved in writing. Once a phase is approved no changes will be made. The company will establish communication mainly through email. If approvals in each phase are not met after at least 5 attempts are done this agreement could be terminated or the **extra charges** clause could apply.

v. **Hosting: CMS Webflow**

1. We host all of our projects in Webflow. The main reason is for their CMS (Content Management System). It is not possible to externally host websites with webflow CMS. A max of 3 editors are allowed. In case of wanting to host elsewhere let us know to see if it is something we can do for you. Our hosting launch dates are at least 1 week after the final revision is approved and/or payment was completed on the following 1st or 15th of a month.

vi. **CMS Training**

1. We can provide in person training, this will need to be scheduled at least 1 week in advance. Online training videos will be provided when we reach this specific service phase.

vii. **Webflow:**

1. Is a third party software / platform that we use to create and host your website. We are not responsible for its discontinuation, price increases, change of services/uses or other related matters. In some cases Webflow will have additional cost or fees, i.e. Forms, clients need to pay for any amount above their threshold plan. In the case of the client choosing "**business model: subscription**" we pay for its flat subscription fee only, the client is responsible for any extra charges or fees it may have. We recommend you to go to the Webflow's website and read its limitations prior to accepting our Service Agreement.

viii. **Quantity of Pages: 5**

1. Home
2. Menu (See all overall products)
3. Product Page (Page you see when clicking a product)
4. What is Keto (Short Page to grab SEO)
5. Chef (About you page, short summary of you and the business)

ix. **Language:**

1. English

x. **Website Features:**

All features have to be listed here, in case of any information missing let us know to add it to this agreement. Features that are included are in **Black** and not included are in **Red** or not written at all:

1. Webflow Native:
  - a. Ecommerce
  - b. CMS
  - c. Forms: Contact
  - d. **Website Animations**
2. SEO
  - a. Content Copywrite
  - b. Title Tag and Meta Description

- c. Alt Text on Images
  - d. Backlinks
  - e. Guest Blog
  - f. Traffic Boost
  - g. Keyword Research Lite
- 3. Filters
- 4. Tabs
- 5. Marketing Integrations
  - a. Google Analytics
  - b. Facebook Pixel
  - c. Social media feed
  - d. Maps Feed
- 6. Online Payments
  - a. Direct Pay
- 7. Integrations:
  - a. Calendly
  - b. Contractbook
  - c. Cozycal
  - d. Elfsight
  - e. Foxy eCommerce
  - f. Memberstack
  - g. Shippo
  - h. Storychief
  - i. Webflow eCommerce
  - j. Zapier
- 8. Maintenance
- 9. Language
  - a. Spanish
  - b. English
- 10. Legal Features
  - a. Privacy Policy (Required by law)
  - b. Terms of service (Required by law)
- 11. Graphic Design & Animations
  - a. Elaborate Illustrations
  - b. Lottie Animations

xi. **Integrations:**

1. You have selected: **Webflow Ecommerce** and **Zapier**.
2. Integrations are third party softwares that we embedded or implemented in your website, business or services. We are not responsible for their discontinuation, price increases, change of services/uses or other related matters, this can cause a removal or stop of the use of the integration on our behalf. These changes and situations are in no way caused by us, we can however try to find you another integration that will serve your needs on its behalf. In some cases the integration

will have additional cost or fees, i.e. Shippo (integration) client needs to pay for each shipping label. In the case of the client choosing “**business model: subscription**” we pay for their 1 user flat subscription fee only, the client is responsible for any extra charges or fees the integration may have. In case of needing to Add, Change and/or Remove integrations we will need to create an Amendment. In case of not needing integrations for any reason we would gladly offer you any other of our services to substitute it.

3. In the case of the client choosing “**business model: subscription**” the company will scale up and down the integration’s tier as needed till we reach their respective threshold limitation we agreed on. Their thresholds will be stated on the integration’s website. We recommend you to go to the integration’s website and read their limitations prior to accepting this Service Agreement. We will provide training on how to use the integration. The client is responsible for the integration’s management and use.

xii. **Maintenance:**

1. We include 2 free hours of maintenance monthly. The hours need to be used in 1 day and in conjunction. Client must schedule this at least a week in advance, inform the company of all the changes the client wants, the company will then give you an estimate of time needed to execute the changes. In case of needing more time see the “**Extra Charges**” clause.

xiii. **Dashboard:**

1. A Personal Dashboard will be created to be used with your login credentials. In there you will be able to see a To Do list of what we need from you, Documents, Announcements, Integrations you have chosen and more. The main purpose of the dashboard is to exchange communication and a log to keep track of the process. It is the client’s responsibility to check it constantly to see any new information.

- b. **Brand Study:** The Brand Study is a research as well as strategic plan of the client’s business. We will provide a summary of information which will include Research of competitors, Audit of your operations and Strategy plan for future marketing. Have in mind that this service is an ever evolving live document, we will provide only an initial review of 2 weeks of research.

- c. **Graphic Design: Complementary** Flyer, Menu, Window Banner x2, Fridge Wrap: The Graphic Design will be for the purpose of Brand Identity. The client’s business is a restaurant. The client will need to provide guidance, provide references and preference by answering questions from the company. The company will provide a set of a maximum of 3 concepts / sketches for the client to review. This service includes up to 3 revisions for the client to request. Any additional revisions could cause extra charges. Please see the compensation section for more details. We do not cover or include printing prices nor services, however we can help the client use a third party print shops, if this is the case an amendment or separate agreement needs to be made.

1. **Approval and Revisions:**

- a. A revision is a request from the client for any type of change of the graphic design or any additional samples of logos, art, etc.. The company will establish communication mainly through email.. If approvals are not met after at least 5 attempts are met this agreement could be terminated or the extra charges clause could apply.
- d. **Photography:** Complementary set of photos (10). The photos will be for the purpose of Graphic Design assets. The client's business is a restaurant. The client will need to provide guidance, provide references and preference by answering questions from the company. The company will provide a set of 10 photos for the client to review. This service includes up to 3 revisions for the client to request. Any additional revisions could cause an extra charge. Please see the payment section for more details.

Before: A date & time will be coordinated where all the photos will be taken. The client will need to provide guidance, provide references and preference by answering questions from the company.

During: Company will take photographs for a maximum of **2 hours** and **1 day** which start at the coordinated time. The client has to be there on time on the date coordinated.

After: The company will provide sets of photos for the client to review and choose 10 photos from. This service is for a total of 10 photos. The process is composed of 5 phases (Planning; Photoshoot; Review and Selection; Edits; Submission and Approvals) each are consecutive. Any additional photos will cause an extra charge. Please see the compensation section for more details.

- i. **Planning**
  - 1. The date will be coordinated:
  - 2. Once coordinated, the date cannot be changed.
  - 3. If props are necessary, extra charges for them could apply.
- ii. **Photoshoot**
  - 1. Photoshoot will be a food photoshoot. still being decided between studio photography and on location shoot, an amendment will be made specifying this.
- iii. **Review and Selection**
  - 1. Company will turn in photo thumbnails within 1 week through e-mail for the client to choose the ones that are going to be edited. .
- iv. **Edits:**
  - 1. Company will work on edits and turn in photos within 2 weeks through an e-mail or Google Drive to the client.
- v. **Submission and Approvals:**
  - 1. If approvals are not met after at least 5 attempts until approval is met this agreement could be terminated or the extra charges clause could apply. Once the client is satisfied this service will be completed.

- Completion of these services are scheduled within an average of 6 weeks after the effective date of the 1<sup>st</sup> payment. This timeline will be affected by The Client participation, communication and payments.
  - Phases 1 (1 week)
    - Planning of Website
    - Design of Pages
    - Photos and/or video submission from client
    - Text submission from client.
  - Phase 2 (1-2 week)
    - Website Development
    - SEO basics
    - CMS Training
    - Website Launch
  - Phase 3 (1 week)
    - Website Integration: Zapier
    - Graphic Design Planning
    - Photography Planning
  - Phase 4 (1-2 weeks)
    - Graphic Design Execution
    - Photography Execution
  - Phase 5
    - Graphic Design and Photography Submission
    - Brand Study

The company is not responsible for the lawful compliance or use of the website, this is at the client's discretion. The company acts as a creator/designer/developer only.

**3. Compensation; Payment.** Client shall provide full compensation to the Company at a rate of \$3500, splitted in two payments of a 50% initial deposit of \$1,750 and the other 50% after finishing Phase 2. Company shall provide the Client with an invoice upon completion of the Services.

**1. Payments:**

- i. **Set Up Fee:** \$1750.00 (50% of \$3500).
- ii. **2nd Payment:** \$1750.00 (50% of \$3500).

**2. Total Payments: 2**

**3. Late and/or Missing Payments:** If a payment is not done by their due date or required phase a penalty of 30% of the amount due will be applied. The services will be stopped and put on hold till the amount due is submitted, mind that the agreement will still continue unless a termination happens.

**4. Refund:** We offer no refund for our services, all payments are final.

4. **Term; Termination.** This Agreement shall commence on **10 August, 2020** and remain in effect for **1 year**. If either party seeks to terminate this Agreement, the terminating party must provide 6 days notice to the other party and written explanation. The company can terminate this contract if the "**Time is of essence**" clause is not abided or if any payment is missed.

5. **Independent Contractor Status.** The Company is serving as an independent contractor in providing the Services. Under this Agreement, the Company is neither an employee nor a partner of the Client.

6. **Proprietary Information.** All work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Company, and Client hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Client retains no right to use the Work Product and agrees not to challenge the validity of the Company's ownership in the Work Product.

Client hereby assigns to the Company all right, title, and interest in any and all designs, photographic images and videos or audio recordings made by the Company during Client's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

The company retains the right to use all the content created for the client for, but not limited to, portfolio, display, testimony, company's projects, advertising, stock and marketing.

7. **Notice.** All notices required or permitted under this Agreement will be provided in writing and delivered to both parties.

8. **Governing Law.** The laws of the State of Texas govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement.

9. **Assignment; Delegation.** The Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void.

10. **Time is of essence.** The client must tend to any communication channel that the company tries to establish, this could be via email, phone calls, text messages, etc. in a timely manner in order to avoid any delay of services. The client must reply within 1 day of any communication attempt by the agency. Violations to the clause could result in a breach of contract. Any failure of this clause will extend the date of the completion of this contract.

11. **Extra Charges Fees.** Extra charges are only applicable once the client is notified about them and the client accepts them. This can occur when any of the services required (but not limited to) need more samples of art, maintenance, time, days and/or content than the agreed amount in this contract. This type of charges must be paid immediately once the client accepts the charges. Charge for extra hours is \$30 per each and for extra days \$50 per each. For photography each additional photo cost \$20.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.