



Terms and Conditions

1. Agreement

- a. These terms and conditions (the "Terms and Conditions"), together with the provisions of the Service Agreement (the "Agreement") collectively constitutes the entire Agreement (the "Agreement") between TradeQuill ("TradeQuill" or the "Service Provider") and the Client (as defined in the Agreement, and collectively the "Client") with respect to services (the "Services") provided by the Service Provider to the Client (collectively the "Transaction"). This Agreement supersedes any other agreement or understanding of the parties with respect to such Transaction.
- b. Client will be deemed to have assented to these Terms and Conditions unless Service Provider receives written notice of any objection by Client within 72 hours after Client's submission of a signed Agreement.
- c. This Agreement represents the complete and final expression of the agreement of the parties, and no terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein, including by custom, usage of trade or course of dealing or performance, shall be binding upon TradeQuill unless expressly agreed in writing and signed by an authorized officer of TradeQuill. Notwithstanding the foregoing, if Service Provider and Client have a written agreement in effect that covers the Transaction hereunder that has been signed by an authorized officer of Service Provider, that agreement will govern the terms and conditions of Services solely to the extent that its terms are in addition to and do not conflict with the terms and conditions of this Agreement.

2. Services

- a. Service Provider shall perform Services for Client as outlined in Section 1 of the Agreement. Any additional Services requested will be considered a change order and will require written approval of additional charges from the Client.
- b. "Commencement date" shall be used to refer to the date that Client submits the signed Agreement to the Service Provider. After receipt of a signed Agreement, Service Provider will issue an invoice for a Deposit

(the "Deposit") to the Client. The invoice for the Deposit will be immediately due.

- c. "Completion date" shall be used to refer to the date that the Service Provider will submit the "First Draft Release" via Google Doc to Client through email.
- d. The Service Provider shall gain one (1) additional day to complete the Services in relation to the "Completion Date" per (1) day that the Deposit invoice has remained unpaid past the "Commencement Date".
- e. Upon remittance of final payment, the Service Provider shall provide two (2) rounds of edits to the client if requested. The final edited document shall be referenced as the "Final Draft".

3. Payment

- a. The Client agrees to pay the Service Provider a Deposit equal to 50% of the total Agreement value to commence Services.
- b. The remaining balance or 50% of the Agreement value is due at the time of delivery of all First Drafts for Services listed in Section 1 of Agreement.
- c. Invoices shall be paid COD (Collect On Delivery). Payments may be made by credit card/electronic transfer/check as follows:

Credit / Debit Card , Check, Cashiers Check, ApplePay, Bank Transfer, PayPal

4. Expenses

- a. The Service Provider agrees to submit all expenses to the Client for approval prior to incurring the expense. All expenses must be approved in writing. The Client will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.

5. Term

- a. The term of this Agreement shall begin on the Commencement Date, as stated above, and continue until either acceptance of final draft or completion of second round of edits, unless otherwise terminated per the terms of this Agreement.

6. Termination

- a. Either Party may terminate the Agreement at any time upon written notice to the other Party. In the event the Client terminates the Agreement, the Client shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and



any expenses approved, but not paid, prior to the date of termination. **The first 50% “Deposit” due at the Commencement Date is non-refundable and shall not be subject to be reimbursed to the Client if the Client Terminates this Agreement.** In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Client any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

- b. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.
- c. This Agreement shall automatically if the Client does not make the first 50 % Deposit payment within 7 Days of the Commencement Date.

7. Intellectual Properties

- a. In accordance with the terms and conditions listed herein, once the Client has paid in full with no outstanding balance, the Intellectual Rights (Ownership) of the Services provided shall be repositioned to the Client from the Service Provider, effective with the transfer of the Final Draft via Google Doc.
- b. If the Client accepts the First Draft and forgoes one or both rounds of edits, it will be resent from the Service Provider as Final Draft, transferring ownership from TradeQuill to the Client as stated above in 7a.

8. Intellectual Property Exemption

- a. TRADEQUILL logos, names, and/or branding, included with any and all intellectual property transferred, provided, or shown from the Service Provider to the Client shall be exempt from 7a-b Intellectual Properties above and remain the intellectual property of the Service Provider.

9. Relationship of the Parties

- a. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.
- b. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The Service Provider shall be allowed to use subcontractors if deemed necessary.

10. Dispute Resolution

- a. **Choice of Law.** The Parties agree that any dispute arising under or in connection with this Agreement shall be brought in federal or state courts in Cook County, Illinois, and Client irrevocably submits to the jurisdiction of such courts and waives any objection it may have to the jurisdiction or venue of such courts. Any and all claims arising out of or relating to this Agreement shall be barred unless a judicial proceeding is commenced within 2 years from the date the complaining party knew or should have known of the facts giving rise to such claim.
- b. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- c. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
- d. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

11. General

- a. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
- b. **Complete Agreement.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- c. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- d. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

12. Notices

- a. All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows: to Client at the address listed in the Agreement and to Service Provider at 3741 W. Roscoe Street Unit 1R Chicago, IL 60618.