



Taylor Wiz Marketing Agreement

This Marketing Agreement (hereinafter "Agreement"), is made effective as of August 1, 2023, by and between the following parties:

Memphis Merit Academy, a corporation, incorporated under the laws of the state of Tennessee, hereinafter referred to as "Client," having an address at

Address: 4775 American Way, Memphis, TN 38118

Email: lbooker@memphismeritacademy.org

and Taylor Wiz Marketing, a limited liability company, organized under the laws of the state of Florida, hereinafter referred to as "Marketer," having an address at

Address: 613 NW 3rd Ave, Fort Lauderdale, FL, 33311

Email: will@taylorwiz.com

The parties shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client is engaged in the following business (the "Business"):

Offering inbound marketing, social media, and CRM management services

WHEREAS, Marketer has expertise and experience in creating, overseeing, and operating successful social media marketing campaigns;

WHEREAS, Client would like to engage Marketer to create and/or manage certain Campaigns, as defined more fully below;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Marketer agrees to produce certain Campaigns, as described below, for Client. Marketer will be engaged solely and exclusively for the limited purpose of provision of the Campaigns.



Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other, and its status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES & WARRANTIES:

The Client hereby engages the Marketer, and the Marketer accepts such engagement to create and/or manage the following Campaigns:

Title: Digital Advertisements, Social Media Management, and Email Marketing Support

Description:

1. Marketer shall grow leads exclusively via the META digital marketing services, and Marketer will provide a full list of 100-120 leads who have consented to receive email marketing correspondence. The client is responsible for contacting and retargeting leads once the lead has opted into receiving correspondence and communication.
2. Marketer shall design and schedule a minimum 10 social media posts per month and max of 20 content requests, pending the client's approval. If the client does not respond to requests for approval within 5 business days of the assigned due date, the content may be scheduled/discarded at the Marketer's discretion.
3. Marketer responsible for 3 onboarding sessions for Client, Client staff, or new employees utilizing the custom Asana CRM. Additional sessions must be scheduled by the Client (2) business days in advance.
4. Marketer shall provide analytical data, social media, or additional data related to social media once a month for Client, via a Zoom meeting scheduled by the Client (2) business days in advance or during a standing calendar meeting.

Marketer represents and warrants that Marketer has the knowledge, skills, and experience necessary to be lawfully engaged for the purposes described above. Marketer agrees that any original copy provided within the Campaigns will be the sole and exclusive authorship of Marketer and that the copy will be free from plagiarism.

Marketer agrees to use reasonable care, as is considered standard in Marketer's industry, to ensure that all statements contained within the Campaigns are true and do not infringe upon the copyright, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client's responsibility.



Article 3 - EDITS AND APPROVAL:

The deadline for the completed Campaign plans to be provided to the Client is as follows:

August 1, 2024. It is understood between the Parties that the Campaigns will evolve and change over time, but the deadline date above is for the provision of the initial completed Campaigns to Client.

The Client agrees not to alter unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Marketer's fees include the following number of edit rounds per task delivery: 5. These edits include the following components:

1. Grammatical changes to copy on advertisements
2. Design and/or grammatical revisions to advertisements
3. Minor sentence revisions on Facebook and Instagram ads
4. Minor revisions to design requests, email campaigns copy, and CRM infrastructure

If Marketer shall not hear from Client within the following specified number of days after submission of the shall be considered accepted with no further changes permitted: 7.

If the Client wishes to alter beyond the initial descriptions listed and beyond the included edits, Marketer will still be owed all fees invoiced before any additional edits are made. Marketer shall then invoice for additional edits, which will be determined at the time the edits are discussed.

Article 4 - INTELLECTUAL PROPERTY:

All intellectual property contained within the will become the intellectual property of Client, free and clear, as a work-made-for-hire.

Marketer may be engaged or employed in any other business, trade, profession, or other activity which does not place Marketer in a conflict of interest with the Client, provided, that, during the term, Marketer shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

Article 5 - FEES AND EXPENSES:

Client will be billed through an invoicing system monthly in the amount of \$2,499 (Two-thousand four hundred ninety-nine US dollars).

Payment will be made within the following amount of time after receipt of the invoice: NET 30. For past-due invoices, a late fee of the following will apply:



10% of the original invoice

Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation. The Parties will agree on the expenses prior to the expenses being incurred.

In the event of overdue invoice payments, the Client agrees to the following provisions: **(1)** If invoices remain unpaid, we reserve the right to pause all tasks, projects, ads, landing pages, social media activities, and any other services provided until payment is received; **(2)** In the event that invoices are 15 days overdue, we are allowed to seize work completed up to that point and still receive payment for the credited month; **(3)** If payment is not received within NET 45, we have the right to pause all advertising campaigns and project activities. After 45 days, while projects are on hold, we maintain the option to continue the agreement until the end of the term while continuing to invoice or terminate the agreement; **(4)** The full month's bill amount will be applied when starting the first day of the new NET 30 period; **(5)** If the contract is terminated after the first day of the month's NET 30 period, the subsequent month's invoice must be paid in full after NET 30.

Taylor Wiz Marketing reserves the right to increase the pricing set forth herein by up to the CPI increase. "CPI Increase" Shall mean the percentage by which the CPI for the month. In which the renewal term begins exceeds the CPI for the month in which the prior term began.

Article 6 - TAXES:

Marketer herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Marketer. Marketer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

Article 7 - MILESTONES:

All work must be completed and wrapped up by August 1, 2024.

Marketer agrees to the following milestones:

1. Marketer shall grow leads exclusively via the META digital marketing services, and Marketer will provide a full list of 100-120 leads who have consented to receive email marketing correspondence. The client is responsible for contacting and retargeting leads once the lead has opted into receiving correspondence and communication.
2. Marketer shall design and schedule a minimum of 10 social media posts per month and a maximum of 20 content requests, pending the client's approval. If the client does not respond to requests for approval within 7 business days of the assigned due date, the content may be discarded at the Marketer's discretion.



Article 8 - EXCLUSIVITY AND NON-COLLABORATION:

This Exclusivity and Non-Collaboration Clause ("Clause") is entered into between Memphis Merit Academy Inc., hereinafter referred to as the "Client," and Taylor Wiz Marketing, hereinafter referred to as the "Marketer," collectively referred to as the "Parties.

1. Exclusivity:

- a. The Client agrees that during the term of this agreement, they shall not engage, directly or indirectly, with any other marketing company, agency, or similar service provider for marketing or advertising services that compete with or overlap the services provided by the Marketer.
- b. The Client shall exclusively utilize the marketing services of the Marketer for all its marketing and advertising needs as specified in the agreement.

2. Non-Collaboration:

- a. The Marketer agrees not to collaborate or engage in any form of professional relationship, directly or indirectly, with any other marketing company, agency, or similar service provider during the term of this agreement, which may result in a conflict of interest or compromise the quality of services provided to the Client.
- b. The Marketer shall not attend meetings, workshops, or share confidential information, strategies, or data with any other marketing company, agency, or similar service provider without the explicit written consent of the Client.

3. Confidentiality:

- a. The Marketer acknowledges and agrees to maintain strict confidentiality regarding all information shared by the Client, including but not limited to proprietary data, business plans, marketing strategies, customer lists, financial information, and any other sensitive or confidential information obtained during the course of the engagement.
- b. The Marketer shall not disclose, reproduce, or use any confidential information for any purpose other than providing the agreed-upon marketing services to the Client.

4. Termination:

- a. In the event of a breach of this Clause by either Party, the non-breaching Party shall have the right to terminate the agreement with immediate effect and seek any appropriate legal remedies.



- b. Upon termination of the agreement, the Client shall be released from any exclusivity obligations, and the Marketer shall be free to collaborate or engage with other marketing companies, agencies, or similar service providers. The client will be charged the full amount of the remaining time balance of the contract and is obligated to pay the remaining amount within a 14-day period.

5. Governing Law and Jurisdiction:

- a. This Clause shall be governed by and construed in accordance with the laws of Tennessee. Any disputes arising out of or in connection with this Clause shall be submitted to the exclusive jurisdiction of the courts of Tennessee.

Article 9 - CUSTOMER RESPONSIBILITIES:

As a valued client of Taylor Wiz Marketing, you agree to the following customer responsibilities in order to ensure effective collaboration and successful outcomes. By engaging our services, you acknowledge and accept the terms outlined below:

1. Active Utilization of Project Management Software, Asana:

- a. You agree to utilize Asana, our designated project management tool, for all assigned tasks and communication related to the marketing project. This includes providing timely feedback, sharing relevant information, and participating in project discussions within the platform. Any tasks not approved after two forms of communication or remaining overdue for **7 business days** will be marked as discarded. Consequently, associated related tasks will no longer be active. Furthermore, all requests must be submitted through the designated Form Links or discussed in person during scheduled meetings to ensure efficient workflow and clear communication channels.

2. Active Utilization of Provided CRM Solution, Asana:

- a. You commit to actively using the Customer Relationship Management (CRM) system provided by Taylor Wiz Marketing. The CRM will enable your team to manage and organize leads, create follow-up tasks, and efficiently retarget leads for improved conversion rates. You are responsible for ensuring that the designated CRM is used appropriately and all relevant lead information is accurately recorded within the system.

3. Dedicated Team for Lead Management:

- a. You shall assign one or two dedicated team members from your organization to manage, contact, and follow up with incoming leads. These team members will be responsible for promptly engaging with leads and addressing their inquiries or requirements. They must actively participate in lead management activities, including responding to leads within the first 24-48 hours of the initial inquiry via phone or other agreed-upon communication channels.



4. **Feedback on Lead Quality:**

- a. You agree to provide feedback to Taylor Wiz Marketing on a bi-weekly or monthly basis regarding the quality of leads generated through our marketing efforts. This feedback will assist us in optimizing our strategies and ensuring that the leads align with your business objectives. It is essential to share your observations, concerns, or suggestions in a timely manner to facilitate ongoing improvement and maximize the effectiveness of our collaboration.

5. **Feedback on Lead Quality:**

- a. You agree to provide feedback to Taylor Wiz Marketing on a bi-weekly or monthly basis regarding the quality of leads generated through our marketing efforts. This feedback will assist us in optimizing our strategies and ensuring that the leads align with your business objectives. It is essential to share your observations, concerns, or suggestions in a timely manner to facilitate ongoing improvement and maximize the effectiveness of our collaboration.

6. **Communication**

- a. In order to ensure effective collaboration and maintain communication integrity within Asana, the client agrees to fulfill the following responsibilities: **(1)** Commit to communicating efficiently via Asana for all project-related tasks, discussions, and updates; **(2)** Understand and acknowledge that the marketing team will not communicate about projects via email, as Asana will serve as the primary platform for all project-related communication; **(3)** Utilize email solely for receiving project notifications and for high-priority communication when necessary. By adhering to these client responsibilities, the client contributes to streamlined communication, promotes transparency, and facilitates the successful execution of marketing tasks and projects.

By signing this agreement or engaging our services, you affirm that you have thoroughly read and understood the above customer responsibilities clause. You acknowledge that your compliance with these responsibilities is crucial to the smooth execution of the marketing project and the achievement of desired outcomes.

Article 10 - CLIENT LEGAL REQUIREMENTS:

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful. Marketer shall not be responsible for any legal, technical, or regulatory specifications.



Article 11 - TERMINATION:

The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: **14 days**.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

If Client finds Marketer's work unsatisfactory, Marketer shall be given the following amount of time for one revision to cure: **14 days**. After this cure period, if Client still finds the work unsatisfactory, Marketer shall not be under any additional obligations. Client shall still be responsible for paying Marketer all due fees of the full agreement, and the Parties may terminate this Agreement.

This agreement will also immediately terminate upon the death of the Marketer or Client, the inability of the Marketer to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Marketer in any manner, or the filing of any petition by or against the Client or Marketer under federal or state bankruptcy or insolvency laws.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Marketer as they have accrued up to the date of agreed upon agreement end date.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Marketer shall promptly after such expiration or termination:

1. Deliver to the Client all work (whether complete or incomplete) all created materials provided for Marketer's use by the Client;
2. Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
3. Permanently erase all of the confidential or proprietary information from any of the Marketer's computer systems; and
4. Certify in writing to the Client that Marketer has complied with the requirements of this clause.

Article 12 - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Marketer hereby acknowledges and agrees that Marketer may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Marketer understands and agrees that any unintended disclosure of any of the



confidential and/or proprietary information would be significantly detrimental to Client. As such, Marketer agrees that they shall:

- a. Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- b. Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- c. Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;
- d. Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;
- e. Inform Client immediately if Marketer becomes aware of any unauthorized use or disclosure of confidential and/or proprietary information.

Article 13 - PORTFOLIO USE:

Notwithstanding the specific rights of intellectual property outlined by this Agreement, Marketer shall be permitted to use all work in Marketer's professional portfolio, after such work has been made public by the Client. Nothing contained herein shall limit Marketer's such right.

The client agrees to the following provisions regarding the usage of marketing materials by Taylor Wiz Marketing: **(1)** Within the first three months of the contract, the client agrees to execute mandatory video testimonials, providing valuable feedback on their experience with the services rendered; **(2)** The client grants permission for Taylor Wiz Marketing to display their logo on the Taylor Wiz Marketing website as a client reference; **(3)** Taylor Wiz Marketing reserves the right to utilize the approved marketing materials, including video testimonials and the client's logo, for Taylor Wiz's and promotional activities on their website and social media platforms; **(4)** All forms of marketing materials used by Taylor Wiz Marketing are created and approved by the client, and the client acknowledges that Taylor Wiz Marketing shall not be held liable in any lawsuit arising from the use of said materials. By entering into this agreement, the client affirms their consent to the aforementioned provisions regarding the usage of marketing materials.

Article 14 - INDEMNIFICATION:

Marketer and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property



resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 15 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 16 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Tennessee. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Marketer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 17 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Tennessee without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the work provided hereunder:

Shelby County.

Article 18 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective heirs, representatives, successors, and assigns.



Article 19 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 20 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 21 - FORCE MAJEURE:

Marketer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 22 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 23 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Marketer relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.



IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Client Business Name: _____

Date: _____ Initial: _____

Marketer:

Representative Name: William Rodriguez

Representative Signature: William Rodriguez

Representative Title: Founder & CEO

Marketer Name: Taylor Wiz Marketing

Date: 07 / 31 / 2023 Initial: WR