



June 22nd, 2018

California Handyman Services

Mike

Dear Mike,

Pursuant to our conversation please find the requested Website proposal as discussed. I appreciate the opportunity to submit and extend ER Production's services for new web design and development for California Handyman Services.

I have enclosed a "Statement of Work" document to assist you in understanding the scope and cost of the work we will be providing. The project has been broken down into 5 phases and I look forward to reviewing these phases in detail with you in person or via phone at your earliest convenience.

Additionally, attached please find our contract for your review: The contract among other things is designed to assure and guarantee you that all our developed source codes, images, design and layout, resulting from this contact belong to California Handyman Services. If you have any questions prior to my follow up call, please don't hesitate to contact me directly at (408) 568-8889.

Eric Rynne

A handwritten signature in black ink, appearing to read 'Eric Rynne', written in a cursive style.

President

ER Productions

STATEMENT OF WORK

Phase 1. Research and Setup

- ER Productions (ERP) will meet with the client and go over all the needs and requirements that he/she hopes to accomplish on the new website design. This includes the total number of pages of the website and three main focus items that the client wants to put on the sub category drill down at the bottom of the home page. Also, any external links that need to be added to the pages including any legal requirements.
- ERP will research and deliver the best possible web hosting provider California Handyman Services based on cost, technology, platform, customer service response time, previous experience, stability, and overall rate.
- Once California Handyman Services agrees to the infrastructure build, then ER Productions will move on to Phase 2 within the completion and build out process.

PHASE 2 - Web site information architecture.

- ERP will gather new and existing information from the website, marketing collateral(s), documents (hard copy and electronic), and work process.
- ERP will architect the information flow of the web site based on the appropriate objective of the web site. For services-centric approach, design with the company's products and services as the core information.
- Upon receipt and review of the California Handyman Services information, ERP will provide the information architecture and navigation map.

PHASE THREE - HTML/JavaScript/Style Sheets Programming

- ERP will program with the appropriate language based on project objectives. The HTML language will be used for the presentation and layout, with the JavaScript to serve as an added highlight for mouse-over functionality for the main navigational buttons. Style sheets will be used for the site to have a consistent look across multiple browsers. HTML programming will be in accordance to the HTML 4.0 conventions based on the W3C organization standards.

PHASE FOUR - Overall look and feel of the web site.

- ERP will design the site consistently with the existing marketing collaterals and color schemes. The typography used will be easy-to-read, both on monitors and printed materials.
- ERP approaches web design with a clean functional interface. The site metaphors such as the navigation bar, buttons, headings, and links will be consistent with this ideal to provide a clean and simple interface, yet aesthetic and pleasing.
- California Handyman Services will provide all images used in the design, or as an alternative, ERP will provide images "comps" for California Handyman Services principals to select.

PHASE FIVE - Quality assurance.

- ERP believes in providing the best satisfaction for our clients. We will ensure that the sites delivered are free of grammatical and typographical errors. In addition, we will check each link in every page for 100% site mapping.

Period of performance and cost.

It is estimated that the proposed phases will be completed in a period of 4 months beginning on June 22nd, 2018 ending on October 22nd, 2018 at an estimated cost of \$800.

Contract Deliverables.

The deliverables included in this proposal's pricing are web site source codes, images, and setup configurations.

Payment and Contract Mailing Address:

ER Productions
8613 NE 138TH AVENUE
VANCOUVER, WA 98682

References.

References are available upon request.

Proposal Acceptance Period.

This proposal will remain valid until June 28th, 2018. If proposal evaluation requires a longer period, ER Productions will consider a request for an extension of the validity period.

This agreement is made by **California Handyman Services**, as successors, and its subsidiaries worldwide (together "the Company") and ER Productions ("ERP"), effective this 22nd day of June in 2018 for the purpose of setting forth the exclusive terms and conditions by which the Company will acquire ERP's services on a temporary basis.

In consideration of the mutual obligations specified in this Agreement, and any compensation paid to ERP for its services, the parties agree to the following:

WORK AND PAYMENT

Attached to this Agreement, as Exhibit A hereto is a statement of the work to be performed by ERP, rate of payment for such work, expenses to be paid in connection with such work, the maximum price the Company shall be obligated to pay under this Agreement.

The Company is not obligated to issue any additional orders for work by ERP under this Agreement. ERP should not commence services under this Agreement until this Agreement is signed and delivered by an authorized representative of the Company.

NONDISCLOSURE AND TRADE SECRETS

- 1. Company Information:** During the term of this Agreement and in the course of ERP's performance hereunder, ERP may receive and otherwise be exposed to confidential and proprietary information relating to the Company's business practices, strategies and technologies. Such proprietary and confidential information may include but is not limited to; confidential and proprietary information supplied to ERP with the legend "Company Confidential and Propriety" or equivalent; the Company's marketing and customer support strategies; the Company's financial information, including sales, costs, profits and pricing methods; the Company's internal organization, employee lists, customer lists, the Company's technology, including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software design and maintenance tools, product know-how and show-how; and all derivatives, improvements and enhancements to any of the above which are created or developed by ERP under this Agreement and information of this parties as to which the Company has an obligation of confidentiality (collectively referred to as "Confidential Information").
- 2. Use of Confidential Information and Return of Company Documents:** ERP acknowledges the confidential and secret character of the Confidential Information and agrees that the Confidential Information is the sole, exclusive, and extremely valuable property of the Company. Accordingly, ERP agrees not to reproduce any of the Confidential Information without the Company's prior written

consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason including expiration of term, ERP agrees to cease using and to return to the Company all whole and partial copies and derivatives of the Confidential Information, whether in ERP's possession or under ERP's direct or indirect control.

3. **Labeling of Confidential Information:** The Company shall exercise reasonable care either to prominently and legibly mark all corporate forms of Confidential Information supplied to ERP with the legend "the Company Confidential and Proprietary" or equivalent, or to provide Contactor with written notice to the confidential nature of such information.
4. **Third Party Information:** ERP shall not disclose or otherwise make available to the Company in any manner any confidential information received by ERP from third parties.

This Section ("NONDISCLOSURE AND TRADE SECRETS") shall survive the termination of this Agreement for any reason, including expiration of term.

OWNERSHIP OF WORK PRODUCT

1. **Technology:** ERP shall specifically describe and identify in Exhibit A to this Agreement all technology (1) which ERP intends to use in performing under this Agreement; (2) which is either owned solely by ERP or licensed to ERP with a right to sublicense; and (3) which is in existence in the form of a writing or working prototype prior to the effective date of this Agreement ("ERP's Background Technology").
2. **Inventions Assignment:** ERP agrees that any and all ideas, improvements and inventions conceived, created or first reduced to practice in the performance of work under this Agreement, shall be the sole and exclusive property of the Company.

ERP further agrees that except for ERP's rights in ERP's Background Technology, the Company is and shall be vested with all rights, title and interests including patent, copyright, trade secret, and trademark rights in ERP's work product under this Agreement. Contactor agrees to grant and hereby grants to the Company a nonexclusive, royalty free and worldwide right to use and sublicense the use of ERP's Background Technology for the purpose of developing and marketing the Company products, but not for the purpose of marketing ERP's Background Technology separate from the Company products.

ERP shall execute all papers, including patent applications, invention assignment, and copyright assignments, and otherwise shall assist the Company at the Company's expense and as reasonably shall be required to perfect in the Company the rights, title, and other interests in ERP's work product expressly granted to the Company under this agreement.

This Section ("OWNERSHIP OF WORK PRODUCT") shall survive the termination of this Agreement for any reason including expiration of term.

INDEMNIFICATION/RELEASE

1. **Injuries and Damages:** ERP agrees to take all necessary precautions to prevent injury to any persons (including employees of the Company) or damage to property (including the Company's property) during the term of this Agreement and shall indemnify and hold the Company and all its officers, agents, directors, and employees harmless against all claims, losses, expenses (including reasonable attorneys' and expert witnesses' fees and costs) and injuries to person or property (including death) resulting in any way from any act, omission, or negligence on the part of ERP in the performance of failure to perform the scope of work under this Agreement, excepting only those losses which are due solely and directly to the Company's gross negligence.
2. **Inventions Assignment and Title:** ERP warrants that it has good and marketable title to all inventions, Confidential Information, material, or work product made, created, conceived, written, invented or provided by Contactor pursuant to the provisions of this Agreement {"Product"}. ERP further warrants that the Product shall be free and clear of all liens, claims encumbrances of demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Product arising out of any trade secret, copyright, or patent. ERP shall indemnify, defend and hold harmless the Company and its customers from any and liability, loss, costs, damage, judgment or expense (including reasonable attorneys' and expert witnesses' fees and costs) resulting from or arising in any way out of any such claims by any third parties, and/or which are based upon, or are the result of any breach of the warranties contained in this Section ("INDEMNIFICATION/RELEASE"). In the event of a breach, ERP shall, at no additional cost to the Company, replace or modify the Product with a functionally equivalent and confirming Product, obtain for the Company the right to continue using the Product and in all other respects use its best efforts to remedy the breach. ERP shall have no liability under this Section ("INDEMNIFICATION/RELEASE") for any Product created in accordance with detailed and specific design instructions created by the Company.

COMPLIANCE WITH APPLICABLE LAWS

Contactors warrants that all material supplied and work performed under this Agreement complies with or will comply with all applicable United States and foreign laws and regulations.

INDEPENDENT ERP

ERP is an independent ERP, is not an agent or employee of the Company, and is not authorized to act on behalf of the Company.

GENERAL

This Agreement may not be changed unless mutually agreed upon in writing by both parties.

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

This Agreement shall be governed by the laws of the State of Washington applicable to agreements made and fully to be performed therein.

In witness whereof, the parties hereto have executed this Agreement as of the date first set forth above.

California Handyman Services (The Company):

By:

Position:

Date:

ER Productions (ERP):

By:



Position: OWNER

Date: 6/22/2018

EXHIBIT A

Independent ERP shall perform the following tasks:

California Handyman Services design and development Web-based database development for data submission. Other work as described in five phases. These tasks shall be completed by June 22, 2018 at the latest. ERP shall be paid a rate of \$800 flat fee, and this shall constitute the sole compensation for services rendered.

Expenses/Materials for which the ERP will be reimbursed:

Expenses/Materials for which the Contactor will not be reimbursed:

Expenses/Materials for which the Contactor agrees to trade with ER Productions:

Total contract price not to exceed: \$800, which includes Expenses and/or Materials as detailed above.

The Company facility(ies) and work area(s) which the ERP may have access to:

Web Server

Contactor's Background Technology:

HTML, ASP, Database development, image Manipulation, Layout and Desktop Publishing.

Please submit payment to:

**ER Productions
8316 NE 138TH AVENUE
VANCOUVER, WA 98682**