

TEA PROGRAMMER LLC SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of _____. (the "Effective Date") by and between **Tea Programmer LLC**, having its primary place of business at 250 Parkway Drive Suite 150, Lincolnshire, IL 60029 (Phone: 224-482-3236, Email: Tom@teaprogrammer.com, Website: teaprogrammer.com), represented by Tom Swaim, Owner, who is duly authorized to enter into this Agreement ("Service Provider"), and having its primary place of business at
Phone _____ Email _____ Website: _____
represented by _____, who warrants that they are duly authorized to enter into this Agreement on behalf of the company ("Client").

TABLE OF CONTENTS

1. SERVICES AND DELIVERABLES

*We offer **website designing, presentations, development, automations, custom programming, video editing, project management, and consulting.** These services are provided **ONLY** upon specific request and email approval on a **per project** basis. The current approved project under this agreement is **strictly for a Canva presentation.** You are responsible for your own software subscriptions, hosting costs, domain renewals, and all **communications with your own clients.***

2. EVALUATION AND ACCEPTANCE

You can approve designs and other deliverables by email from your authorized representative.

3. COMPENSATION

Our rate is \$60/hr, paid via Direct Deposit or Stripe. Payments are non-refundable. Additional hours and milestones can be approved via email.

4. CHANGES IN PROJECT SCOPE

Major changes to the project scope after initial approval will require a written proposal and agreement via email.

5. POST-PROJECT MAINTENANCE

Regular updates and additional maintenance after project completion are billed separately.

6. REPRESENTATIONS AND WARRANTIES

We provide an estimated date for completion, not a guarantee. You represent that you have the right to use any materials you provide for the project.

7. CLIENT RESPONSIBILITIES

You are responsible for any content you provide and for conforming to email spam rules. Ensure it is legal and appropriate.

8. LIABILITY AND INDEMNIFICATION

We are not responsible for external issues or third-party software. We agree to resolve disputes through arbitration except for payment issues with the client not paying Tea Programmer LLC.

9. TERMINATION, CANCELLATION, AND BREACH

If payments are not made on time or terms are not followed, either party can cancel with a 15-day written notice. You are required to pay for the work done so far in such cases.

10. PORTFOLIO CREDITS AND LINKS

We may place examples of the design work on our website or portfolio as an example of our services.

11. CONFIDENTIALITY

We will use reasonable care to keep your confidential information safe.

12. GOVERNING LAW

Illinois laws apply to this agreement.

13. MISCELLANEOUS

This document is the entire agreement between us. Neither party can transfer rights or responsibilities under this agreement without written permission. If any part of this agreement cannot be legally enforced, the rest of the agreement still applies. Important legal notices must be sent by certified mail, confirmed email, or overnight courier.

SIGNATURES

Please sign below to formally execute this agreement.

Client Initials: _____

RECITALS

WHEREAS, the Service Provider is engaged in the provision of presentation design, digital development, and consulting services;

WHEREAS, the Client desires to avail of such services according to the terms and conditions herein.

AGREEMENT

1. SERVICES AND DELIVERABLES

Section 1 Summary: We offer a variety of services including designing, development, automations, video editing, project management, and consulting. These services are provided on a **per project** basis and **ONLY** upon your specific request and email approval. The current project is limited to the **Canva presentation** defined in Section 1.2. You are responsible for software subscriptions, hosting, domain renewals, and your own **client communications**.

Client Initials: _____

1.1 Scope of Services

Service Provider shall provide design, development, technical, and consulting services on a **per project** basis as specifically requested by Client. This Agreement acts as a **Master Services Agreement**; once signed, specific projects beyond the initial scope will be defined, requested, and approved via email without requiring a new contract.

1.2 Initial Project: Canva Sales Presentation

The first and **currently only approved order** under this Agreement is the creation of a sales presentation:

The creation of sales presentation materials for Client's customer, Lauterbach & Amen.

- ✓ **Canva Presentation:** Design of a minimal, visually appealing Canva presentation tailored for a 5 to 15-minute pitch.
- ✓ **Loom Accountability Recording:** Service Provider will record the design process to provide transparency and accountability for the hours worked on the presentation.
- ✓ **Key Content Focus:** Migration (Webflow to WordPress), Accessibility/ADA compliance, User Behavior Tracking (Microsoft Clarity), Content Consolidation, Modern Architecture (llm.txt/sitemaps), and Security (2FA/Google Logins).

1.3 Technical Services, Automations, General Website Designing and Development Technical Services, Automations

Depending on the specific request approved via email, Service Provider may perform: ✓

General Website Designing: Layouts and wireframes using Figma, Relume.io, or Miro.

- ✓ **Full Stack Development:** Development using **WordPress, Wix, Wix Studio, Webflow, Shopify, Squarespace, custom HTML**, or other Website platforms.
- ✓ **Automations:** Implementation of workflow automations using platforms such as Zapier and Make.
- ✓ **Database Services:** Custom database architecture and builds tailored to Client's data management needs.
- ✓ **Custom Programming:** Specialized software development and scripting utilizing JavaScript and Python.
- ✓ **Tech Support:** Ongoing technical support services for Client's digital infrastructure and website platforms.

- ✓ **SEO and AI Optimization:** Search Engine Optimization services, including optimization for Artificial Intelligence models and modern ranking standards.

1.4 Content and Social Media Policy

- ✓ **Content Creation:** Service Provider provides video editing and digital content creation for use by Client's internal or external social media managers.
- ✓ **Exclusion:** Service Provider does not perform social media account management, posting, or community management.

1.5 Consulting, Management, and Sales Support

Upon request, Service Provider may provide:

- ✓ **Sales Support:** Assisting Client with business development, sales strategy, and creating pitch materials to secure or manage customer accounts.
- ✓ **Project Management:** Assisting Client with the planning, execution, and oversight of digital projects.
- ✓ **Consulting:** Provision of professional advice and strategy regarding Client's digital presence and technical roadmap.

1.6 Loom Screen Recording and Accountability

Service Provider uses Loom to record the screen during active work sessions. This provides the Client with a verifiable record of the design and development process, ensuring full accountability for all hours billed under this Agreement. Service Provider may also provide "how-to" recordings to assist with website management or project handover.

1.7 Client Responsibilities for Materials Client Responsibilities for Materials and Communication

Client shall provide all materials required for the project and manage all external stakeholder relations:

- a. **Access:** Client shall provide a **Canva Pro login** or add Service Provider as a team member on Canva using the email **tom@teaprogrammer.com**.

b. **Communication:** All general communications regarding this agreement will be directed to **tom@teaprogrammer.com** to ensure prompt delivery.

c. **Client Relations:** Client is **solely responsible** for all communications, management, and deliveries to their own customers or third-party clients.

Client shall provide a Canva Pro login or add Service Provider as a team member (tomswaimemail@gmail.com). Communications should be sent to tom@teaprogrammer.com.

1.8 Billing Increments and Estimates

For the **Initial Project** (Lauterbach & Amen), a **minimum charge of 2 hours** of work applies. For all **subsequent projects, tasks, or maintenance requests** under this Master Agreement, work is billed in **one-minute increments** based on actual time spent. If an estimate is provided and work requires more time, Client may approve additional hours via email.

1.9 Third Party Tools and Services

Client is responsible for costs associated with Canva Pro, hosting, domain renewals, and any third-party subscription costs for automation tools (e.g., Zapier, Make). These costs are to be paid directly to the respective third-party providers by the Client and are not included in the fees paid to **Tea Programmer LLC**.

2. EVALUATION AND ACCEPTANCE

Section 2 Summary: You can approve designs and other deliverables by email from your authorized representative.

Client Initials: _____

2.1 Review Process

As Service Provider completes each stage of the project, Service Provider will submit the completed materials to Client for approval. Client is required to approve the completed materials or request revisions.

2.2 Approval Methods

Client agrees that design approvals, content sign-offs, and other deliverable acceptances may be provided via email from the authorized representative. Such electronic confirmations shall constitute valid approval. Client is responsible for ensuring timely responses to approval requests.

2.3 Deemed Approval

If Client fails to provide approval or comments during any of the approval periods, those materials will be considered to be approved.

3. COMPENSATION

***Section 3 Summary:** Our rate is \$60/hr, paid via Direct Deposit or Stripe. Payments are non-refundable. Additional hours and milestones can be approved via email.*

***Client Initials:** _____*

3.1 Fees and Payment Structure

Hourly Rate: Client agrees to pay for services at the rate of \$60 per hour. Invoices will be sent after work is completed and must be paid via Direct Deposit or Stripe.

Milestones and Retainers: Some specific future work may require payments of milestones or retainers. The Service Provider will communicate these requirements via email for agreed projects, which will be governed under this ongoing Agreement.

3.2 No Refunds

All payments made are non-refundable. The Client acknowledges that they are paying for the Service Provider's skills.

3.3 Additional Fees for Extra Hours and Materials

In the event that the actual number of hours required exceeds an estimate (for example, if a 4-hour estimate requires additional time) or additional work is needed, Client may approve additional hours via email. Client shall pay additional fees at the Service Provider's standard hourly rate of \$60 per hour.

3.4 Late Payment

Should the Client fail to pay the Service Provider the full amount specified in any invoice within 30 calendar days of the invoice's date, interest of 10 percent per annum shall accrue from the 30th calendar day following the invoice's date.

4. CHANGES IN PROJECT SCOPE

Section 4 Summary: Major changes to the project scope after initial approval will require a written proposal and agreement via email.

Client Initials: _____

4.1 Major Revisions

If Client wishes to implement major revisions after Client has already accepted Service Provider's work product following completion of any stage of development, Client shall submit to Service Provider a written proposal specifying the desired changes.

4.2 Evaluation of Changes

Service Provider will evaluate each such proposal at its standard rates and charges. Service Provider shall submit to Client a written response to each such proposal within 5 working days following receipt. Service Provider's written response shall include a statement of the availability of Service Provider's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates, or warranty provisions of this Agreement.

4.3 Acceptance of Changes

Client shall have 5 business days from receipt of Service Provider's response to its proposal to accept or reject it in writing. If Client accepts Service Provider's response, the approval may be provided via email to reflect the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. Service Provider shall commence work on the desired changes once the email approval is received by authorized representatives of Client.

4.4 Rejection of Changes

Should Client reject Service Provider's response to its proposal, Client will so notify Service Provider within ten working days of Client's receipt of the response. Service Provider will not be obligated to perform any services beyond those called for in this original Agreement.

5. POST-PROJECT MAINTENANCE

Section 5 Summary: Regular updates and additional maintenance after project completion are billed separately.

Client Initials: _____

5.1 Maintenance Services

Upon completion of the project, the Service Provider offers ongoing maintenance and update services which, if desired, are billed separately.

6. REPRESENTATIONS AND WARRANTIES

Section 6 Summary: We provide an estimated date for completion, not a guarantee. You represent that you have the right to use any materials you provide for the project.

Client Initials: _____

6.1 Timeliness

Service Provider does not guarantee the completion of Services by any specific date.

6.2 Intellectual Property

Client warrants that Client will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement.

6.3 CLIENT WARRANTIES

CLIENT REPRESENTS AND WARRANTS TO SERVICE PROVIDER AS FOLLOWS: A. CLIENT AND THE INDIVIDUAL SIGNING ON BEHALF OF CLIENT HAS THE AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; B. THE INDIVIDUAL SIGNING THIS AGREEMENT IS DULY AUTHORIZED TO BIND THE CLIENT TO THE TERMS HEREIN; C. CLIENT HAS OR WILL OBTAIN ALL NECESSARY AND APPROPRIATE RIGHTS AND LICENSES TO GRANT THE LICENSE TO SERVICE PROVIDER TO USE CLIENT CONTENT; AND D. CLIENT HAS OR WILL OBTAIN ANY AUTHORIZATIONS NECESSARY FOR HYPERTEXT LINKS TO ANY OTHER THIRD-PARTY WEBSITES REQUESTED FOR CONTENT.

6.4 UNAUTHORIZED REPRESENTATION

IF AN INDIVIDUAL SIGNS THIS AGREEMENT CLAIMING TO REPRESENT CLIENT WITHOUT PROPER AUTHORIZATION, SUCH INDIVIDUAL SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS, PAYMENTS, AND DAMAGES UNDER THIS AGREEMENT AS IF THEY WERE THE CLIENT.

7. CLIENT RESPONSIBILITIES

Section 7 Summary: You are responsible for any content you provide and for conforming to email spam rules. Ensure it is legal and appropriate.

Client Initials: _____

7.1 Content Compliance

Client is responsible for ensuring the legality and appropriateness of all content provided for the project, including images.

7.2 Email Compliance

Client is responsible for ensuring that any email communications sent using their domain conform with all applicable spam rules and regulations. Client accepts all liability associated with their email communications and delivery.

8. LIABILITY AND INDEMNIFICATION

Section 8 Summary: We are not responsible for external issues or third-party software. We agree to resolve disputes through arbitration except for payment issues with the client not paying Tea Programmer LLC.

Client Initials: _____

8.1 LIMITATION OF LIABILITY

CLIENT AGREES TO HOLD SERVICE PROVIDER HARMLESS FROM ANY LIABILITY, CLAIMS, OR EXPENSES THAT ARISE FROM THE SERVICES.

8.2 Third-Party Products

The Service Provider is not liable for any issues, costs, or damages associated with third-party products or services used in connection with the project, including but not limited to software subscriptions or third-party platforms.

8.3 Client Indemnification

Client will indemnify Service Provider from any claims resulting in losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney fees, arising out of any breach of any of Client's representations and warranties contained in this Agreement. For such indemnification to be effective, however, Service Provider must give Client prompt written notice of any such claim and provide Client such reasonable cooperation and assistance as Client may request in the defense of such suit. Client will have sole control over any such suit

or proceeding.

8.5 Dispute Resolution

a. Arbitration Requirement: Except for claims related to non-payment, any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Illinois. The arbitrator's award shall be final and binding.

b. Payment Disputes Exception: In cases where Client fails to make payment as required under this Agreement, Service Provider reserves the right to pursue all legal remedies, including filing suit in a court of competent jurisdiction in Illinois.

c. Costs: The costs of arbitration shall be shared equally between the parties, except that each party shall be responsible for its own attorney's fees.

9. TERMINATION, CANCELLATION, AND BREACH

Section 9 Summary: If payments are not made on time or terms are not followed, either party can cancel with a 15-day written notice. You are required to pay for the work done so far in such cases.

Client Initials: _____

9.1 Termination for Non-Payment

Service Provider may terminate this Agreement if Client fails to make timely payments. Client would still be responsible for any money owed on the contract.

9.2 Termination for Material Breach

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

9.3 Cancellation or Breach of Contract

Either party may cancel this contract or consider it breached with a written notice of 15 days if the terms are not being adhered to. In case of cancellation or breach, the client will pay for the work done up to that date.

9.4 Compensation upon Termination

If Client terminates this Agreement under any provision, Service Provider shall be entitled to

compensation on a time and materials basis at an hourly rate of \$60/hr plus expenses to the date of termination. Service Provider shall submit an invoice detailing its time and expenses. If the invoice amount is less than the amounts paid to Service Provider prior to termination, Service Provider shall promptly return the excess to Client. If the invoice amount exceeds the amounts paid to Service Provider prior to termination, Client shall pay Service Provider the difference within 30 days of the date of the invoice.

10. PORTFOLIO CREDITS AND LINKS

Section 10 Summary: We may place examples of the design work on our website or portfolio as an example of our services.

Client Initials: _____

10.1 Service Provider Attribution

Service Provider may take the following actions: Service Provider can place examples of the design work on Service Provider's website or portfolio as an example of Service Provider's services.

11. CONFIDENTIALITY

Section 11 Summary: We will use reasonable care to keep your confidential information safe.

Client Initials: _____

11.1 Protection of Confidential Information

During the term of this Agreement and afterwards, Service Provider will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Service Provider uses to protect its own confidential information from unauthorized disclosure.

11.2 Definition of Confidential Information

Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as

confidential in a writing delivered to Service Provider within 15 days of disclosure.

11.3 Exclusions

Confidential information does not include information that:

- a. The Service Provider knew before Client disclosed it;
- b. Is or becomes public knowledge through no fault of Service Provider;
- c. Service Provider obtains from sources other than Client who owe no duty of confidentiality to Client; or
- d. Service Provider develops independently.

12. GOVERNING LAW

Section 12 Summary: Illinois laws apply to this agreement.

Client Initials: _____

12.1 Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Illinois.

13. MISCELLANEOUS

Section 13 Summary: This document is the entire agreement between us. Neither party can transfer rights or responsibilities under this agreement without written permission. If any part of this agreement cannot be legally enforced, the rest of the agreement still applies. Important legal notices must be sent by certified mail, confirmed email, or overnight courier.

Client Initials: _____

13.1 Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all

prior agreements and communications.

13.2 Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

13.3 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

13.4 Waiver

The failure of either party to require performance by the other party of any provision hereof shall not affect the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken to be a waiver of the provision itself.

13.5 Notices

All official notices required under this Agreement shall be in writing and delivered either by (i) certified mail, return receipt requested, (ii) email with delivery confirmation, or (iii) overnight courier. Notices shall be effective upon receipt and shall be directed to the addresses listed in the signature section of this Agreement.

SIGNATURES

Signatures Summary: Please sign below to formally execute this agreement.

Client Initials: _____

SERVICE PROVIDER: TEA PROGRAMMER LLC

By: _____

Name: Tom Swaim

Title: Owner

Date: _____

Notices to: ATTN: Tom Swaim

Tea Programmer LLC

250 Parkway Drive Suite 150

Lincolnshire, IL 60029

224-482-3236 Tom@teaprogrammer.com

CLIENT: PSM Partners

By: _____

Name:

Title:

Date: _____

Notices to: ATTN:

Company:

Address:

Phone:

Email: