

CAREER CONSULTING SERVICES AGREEMENT

THIS CAREER CONSULTING SERVICES AGREEMENT ("Agreement") is entered into between The People's Executive, LLC; a Florida Limited Liability Corporation ("TPE"), and ("Client"). The People's Executive (TPE) and Client are each a "Party" and, collectively, the "Parties."

ENGAGEMENT OF TPE – RECITALS

The People's Executive (TPE) is pleased to offer a suite of personal Career Consulting services as described in Exhibit A hereto, for individuals seeking to advance their careers and/or enhance their personal brands (collectively referred to herein as, "Services").

The Client seeks to engage TPE to proceed with the refinement of his or her Career Consulting documents.

Fee Schedule. The project fee schedule is transparent and determined based on information provided to TPE prior to the initiation of Services. All additional services beyond the initial scope of work will be billed at the prevailing rate under a separate agreement. Payment to TPE is due in full before services are rendered.

Independent Contractors. In performance of the services to be rendered pursuant to the Agreement, it is mutually understood and agreed that each person providing services on behalf of TPE, will be, and is at all times is acting and performing as, an independent contractor and nothing in this Agreement will create or imply an agency, joint venture, or partnership between/among the Parties.

1. COMPENSATION AND EXPECTATIONS (CLIENT AND TPE):

- Client agrees to pay all fees associated with requested work and participate fully in providing and the information-gathering process to develop Career Consulting documents.
- The Client must review all documents for accuracy (including errors and missing or incomplete content) and respond by email with any changes or corrections (or approval to finalize) within seven calendar days of receipt of the draft documents. If changes are indicated, TPE will provide one additional draft of the documents for Client review and approval. Changes required must remain in the agreed scope of work and if significant changes are required, such as a change in the focus of the documents, additional charges will apply. If corrections or approval are not provided within the timeline specified, it is assumed the documents are acceptable and the project will be finalized.
- Additional or new information introduced after work has started will generate additional fees for consultation and writing services at the rate of \$150.00/hour, billed in quarter-hour (0.25) increments and due before draft delivery.
- Requests for changes, corrections, or revisions after the project is finalized will be subject to additional charges at the rate of \$150.00/hour, billable in quarter-hour (0.25) increments and due before draft delivery.
- Rush services are subject to availability and may be available for an additional fee. Rush fees are subject to the standard rate of \$150.00/hour, billable in quarter-hour (0.25) increments, to be offered at no less than \$150.00 and due before draft delivery.

- Credit card is the preferred method of payment. An e-transfer option is available for those that do not currently possess a credit card. Please contact TPE for further details.

2. TERM:

- This Agreement begins on the Effective Date indicated by the date of the last signature and shall end no later than sixty (60) days after the Effective Date. For extenuating circumstances, the term may be extended by written agreement of the Parties.
- If the project has not been finalized within 60 days following the effective date of the agreement, the project will be considered complete and the Client will forfeit the rights to any services not used. Any services requested following the end of the initial term will be subject to original pricing.
- After 60 days, all projects will be considered approved and complete, and any additional work will be billed at the rate of \$150.00/hour.

3. SERVICE EXPECTATIONS/TIMELINE AND PROJECT FINALIZATION:

- Unless other arrangements are made, the typical turnaround for redlined drafts is ten business days following receipt of payment and all requested information (existing files and/or Data Collection documents). Please feel free to contact TPE for current anticipated turnaround times.
- This service is designed for those with an existing resume. If you have never developed any or all of the preferred Career Consulting services nor do you have file(s) on hand to provide, please contact TPE to request the appropriate TPE "Data Collection Form."

4. TPE RESUME REVIEW SCOPE OF SERVICES:

- Personalized redline edits with mark-up, comments, spelling, grammar and keyword suggestions
- Professional chronological review incorporating industry-specific keywords
- A one-hour (60-minute) personalized 1:1 phone consultation with TPE after you incorporate feedback
- This service is designed for those with an existing resume. If you have never developed a resume nor do you have file on hand to provide, please contact TPE to obtain the appropriate "Data Collection Form."

ADDITIONAL CAREER CONSULTING SERVICES

- Include: biography development, cover letter, LinkedIn refinement and networking brief development. If you are interested in any or all of these additional services, please select the appropriate services in Exhibit A to clearly indicate the services of interest.

5. WARRANTY DISCLAIMER:

- TPE will work with Client in good faith to refine and/or devise exceptional personal Career Consulting documents based on the data provided.
- The Career Consulting documents provided by the TPE must be marketed properly to produce interviews and there is no guarantee of interviews, job offers, or employment when utilizing the services of TPE. Client accepts full responsibility for the outcome of any job search campaign and agrees not to hold TPE responsible for the lack of interviews or job offers, failure to obtain employment, or any other related outcomes.
- Client success is directly dependent on the effort, commitment, and diligence employed using the personal Career Consulting documents and a variety of job search strategies (e.g., networking, social media research, applying for advertised positions). Outcomes are affected by many external variables, including market volatility, local and national

economies, market saturation for a particular industry and the Client's level of experience, skills, and education.

- TPE will not be responsible for missed deadlines if the Client is late in providing information or does not approve of work in a timely manner at any stage of the process.

6. CONFIDENTIALITY

- The Client is responsible for the accuracy of the information provided. TPE will not be responsible for information obtained from the Client that is inaccurate or incorrect.
- TPE is not responsible for errors on Client originals or errors after proofreading and approval by the Client.
- TPE is not liable for any injury or damage caused by Client omissions, false statements, or other inaccuracies, and will not be responsible for any monetary compensation or attorney fees if a legal dispute arises.
- Under no circumstances will TPE be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of — or the inability to use — documents provided by TPE.
- Client represents and warrants that he or she owns or otherwise controls all rights to the content supplied to TPE; that the content is accurate; that he/she is authorized to use the content supplied and that TPE is indemnified for all claims resulting from content supplied by the Client.
- Client authorizes TPE to use any work created on his/her behalf in publications, books, websites, and lectures provided that Client information (including names, addresses, phone numbers, and email addresses) are changed to protect Client identity.
- Client grants permission to TPE to use the content of Client's Career Consulting documents to be published in articles, columns, books, industry-related publications, and training materials at the discretion of TPE. All Client-identifying data (name, address, city, email address, phone numbers) will be removed or fictionalized to protect Client identity.
- Information gathered from the Client during the document creation process will be kept confidential. TPE agrees not to disclose Client's confidential information to anyone or use it in any way other than for the purpose of performing services for the Client, with the exception that TPE may disclose confidential information if ordered by a court of law.

7. REFUND POLICY:

- Fees for consultation, information-gathering, and preparation of personal Career Consulting documents are non-refundable, as TPE provides custom services for each Client.
- Services include Client consultation or coaching, writing and editorial services, design, layout, editing and proofreading, and finalization.
- TPE is under no legal obligation to refund the purchase price of any service under any circumstance. However, TPE will seek to satisfy every Client.
- TPE reserves the right to refuse service, to terminate a Client relationship, or otherwise cancel orders at their sole discretion.

8. INDEMNIFICATION:

Indemnification. Client shall indemnify, defend and hold harmless TPE and its agents and employees from and against all claims, losses, damages, liabilities, causes of action and obligations whatsoever, including all costs and reasonable attorney fees incurred, arising out of or in any way connected with the negligent or wrongful acts, errors, omissions, incompetence, malpractice, misfeasance and/or malfeasance of the Client in connection with this Agreement.

9. APPLICABLE LAWS

Applicable Law and Regulation. Each Party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement.

10. MISCELLANEOUS

10.1 Notices. All payments, notices, and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid. Notices shall be addressed to Client at the address provided below. All communications addressed to TPE shall be sent to: 7901 4th St N, STE 300 | St. Petersburg, FL 33702. A notice shall be deemed to have been given on the date it is received by the party to whom it is directed. Any such notice shall be deemed to be given on the date delivered or deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided above. Either party may change its address for purposes of this Agreement by giving the other party notice of such change in the manner provided above.

10.2 Assignment and Subcontracting. Neither Party may assign or transfer this Agreement or any of its obligations hereunder to a third party without the written consent of the other Party. Any attempted assignment without such consent shall be void.

10.3 Governing Law. The laws of the State of Florida govern this Agreement and venue shall be in the state courts located in Broward County, Florida or, if applicable, the federal courts located in Broward County, Florida.

10.4 Entire Agreement, Amendments, Construction, and Waivers. This Agreement and any exhibits hereto embodies the entire agreement between the Parties. This Agreement cannot be changed, modified, or terminated orally but only by an agreement in writing signed by a duly-authorized representatives of the Client and TPE on or after the date hereof. The headings of the sections and paragraphs have been inserted as a matter of convenience and reference only and shall not be used in the construction or interpretation of this Agreement. Any waiver of any of the covenants, conditions, or provisions of this Agreement must be in writing and signed by a duly-authorized representative of the party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition, or provisions of this Agreement shall not be construed as a waiver of a subsequent breach or of any other covenant, condition, or provision.

10.5 Invalidity or Unenforceability. If any term, covenant, condition, or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid-d or unenforceable, as finally adjudicated by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.6 Survival. Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures may be furnished by email scan. If so executed, this Agreement shall be fully valid and binding.

WHEREFORE, the undersigned have executed this contract, intending to be bound thereby.

CLIENT

PRINTED NAME: _____

Dated _____

SIGNATURE: _____

ADDRESS: _____

CELL PHONE: _____

EMAIL: _____

TPE

PRINTED NAME: _____

Dated _____

SIGNATURE: _____

ITS: _____

EXHIBIT A

Scope of Work, Fee Schedule & Service Selection(s)

Scope of Career Consulting Services

Please note that the standard and required offering is the resume review service and the additional a la carte service(s) specified below. If you are interested in any or all of these additional services, please select the appropriate pricing package and indicate the services of interest.

Fee Schedule (please select the appropriate package and the Career Consulting services, respectively)

- Tier 1 Package – Resume Review Service + 1 Additional Service \$200.00 ☐
- Tier 2 Package – Resume Review Service + 2 Additional Services \$250.00 ☐
- Tier 3 Package – Resume Review Service + 3 Additional Services \$300.00 ☐
- Tier 4 Package – Resume Review Service + 4 Additional Services \$350.00 ☐

Career Consulting Service Selections (please select the applicable boxes)

- Resume Review ☐
- Biography Development ☐
- Cover Letter ☐
- LinkedIn Refinement ☐
- Networking Brief ☐