



Finally the **IT** you Deserve

This offer letter is designed to cover the contracting of services between the contractor: **Finally Good IT, LLC.** and the Client **Janice for Idaho** and all references here after shall be referred to as the Contractor or the Client respectively. This engagement is entered into on behalf of the two parties listed on May, _____ 2021. Effective immediately.

Engagement of contracting services

This offer is for contracting of services for the purpose of campaign management, marketing, resource allocations, reporting, commercial and entity creation and management, and all other general tasks related to the management, creation and termination of a political campaign applicable within the State Idaho and all state law.

Separation Plan

Our agreement is based on a month to month term and can be ended with 30 days formal written notice, following any other form of communications clearly stating an intention to terminate the agreement. It is understood that this is an at will agreement and either party has the right to terminate this engagement for any reason of their choosing.

Upon separation, within 30 days of the separation, all assets and materials created for the campaign and client are to be transferred to the clients control in the most effective manner. The client retains the rights to all content and digital assets produced for the image and commercial purposes of the campaign.

If at any time the Client's campaign is terminated or ceases to exist and the client is no longer seeking public office the rights to digital and physical assets returns to that of the contractor. Any speciality designs and branding remains the property of the Contractor and is permissible for use by the Client for the purposes of the campaign. The Contractor agrees that any speciality designs and brands created or associated with the campaign shall remain solely and exclusively available to the campaign and is not to be used outside of the campaign for any purpose.

Payment

Upon entering into this agreement the Client agrees to pay a monthly fee to the Contractor based on a variable scale related to the number of direct staff retained for the purposes of work solely on the

208-298-4962 - dsantiago@FinallyGoodIT.com - <https://www.FinallyGoodIT.com>

613 Bryden Ave Suite C #183 Lewiston, ID 83501



Finally the **IT** you Deserve

campaign. It is understood that these employees of the Contractor will have no other job duties other than those related to the success of the Client.

It is understood that all invoices are due upon receipt.

An onboarding and setup fee of \$3,500 for all digital asset creation, migration and deployment is due upon the signing of this agreement.

A base management fee of \$4,000 a month covers all content creation, bookkeeping, script writing, general commercial content production, messaging, strategy, management of all solutions, coordination of resources, scheduling, and support.

Dedicated staff hired and managed directly by the Contractor will add an additional \$3,200 a month to the monthly base fee. Any staff not retained by the Contractor and instead retained by the Client and managed by the Contractor will generate a \$500 a month fee per staff member.

If the Contractor is engaged for Site and Support services only the monthly recurring charges are to be set at \$600 for use of the platform and custom modules.

It is agreed upon that all Final Expenses yet to be paid out or billed by all 3rd party vendors will be paid by the Client or contractor as stated in this agreement. If the Separation clause has been enacted the responsibility of final payment for outstanding debts and invoices will be the responsibility of the Client.

Any costs associated with termination of accounts and contracts will be billed to the Client as a part of a final invoice for all services rendered to be paid either directly or indirectly by way of the Contractor no more than 60 days after the formal separation date

Bonuses

It is agreed that the Contractor shall be paid a win bonus of \$10,000 upon successful campaign resulting in a victory of the 2022 Republican Primary Election and another \$20,000 bonus upon successful campaign resulting in a victory of the 2022 Republican General Election.

Bonuses are to be paid within 30 days of the victory unless otherwise agreed upon to extend out the payment terms of these bonuses no later than full payment within 12 months of the associated election.



Travel and Expenses

The Client agrees to pay all travel and expenses related to work of the Contractor on behalf of the campaign.

Travel expenses are to be reported in standard business format and logged in the platform for archival purposes. No later than 10 days after the expense has been incurred.

Payments

Payments are due upon receipt of an invoice and all recurring payments are due upon the first of the month of which those services are to be delivered and considered late after 14 days and subject to penalties and fees associated with late or missed payments.

Missed or frequently late payments may result in termination of this agreement or a suspension of services. It is understood that the Contractor has obligations under this agreement to be met and paid in advance and any late payments to the Contractor places an undue burden on the Contractor. Fees are to be assessed at a rate of 3% of the late or missing payments.

Campaign Expenses

Expenses incurred by the campaign and agreed upon by the Contractor are to be paid by the Client accounts. These expenses can include but are not limited to, marketing expenses, 3rd party contractors retained for special projects or purposes, licensing and or material production costs.

The Contractor shall have access to Client Campaign accounts and for purposes of arranging direct payments and the Contractor shall setup a prepaid Visa Card to link with digital marketing tools to force budget adherence with marketing companies. The Contractor and select staff will retain access to these accounts and payment methods to be used on behalf of the Client through the effectiveness of this agreement. All related materials shall be returned to the Client no later than 15 days upon termination of this agreement based on the terms within this agreement.

Agreement effective dates

This agreement is effective upon signature by both parties as listed above and below in the signature areas. The agreement is effective upon the date listed by the final signature and not before. The agreement is effective through the duration of the 2022 Republican Primary Election and is assumed to

208-298-4962 - dsantiago@FinallyGoodIT.com - <https://www.FinallyGoodIT.com>

613 Bryden Ave Suite C #183 Lewiston, ID 83501



Finally the **IT** you Deserve

continue until the 2022 Republican General Election unless otherwise terminated based upon the terms in this agreement stated above.

NDA

It is understood that both parties are entering into a standard confidentiality agreement and shall adhere to this agreement from the date of signing for a duration of no more than 10 years unless otherwise extended by mutual or future agreements. It is understood that the Contractor retains the right to discuss ideas and general application of such ideas and methods used during this agreement with clients under the protection of similar NonDisclosure Agreements for the purpose of conducting business. All personal and confidential information is to be redacted from such encounters and is to be used solely for the purposes of business and not for slander or defamation of the Client.

Hiring

The Contractor retains the right to maintain hire and dismiss employees under the direct employment of the Contractor at any time. All positions are considered temporary positions. Any employee retained directly or indirectly by the Client is to be at the discretion of if the Client.

Requests for new staff shall be agreed upon by both parties for the need and expense if to be hired appropriate fees applied.

Campaign Conduct

Harassment and bad behavior should not be a part of campaign life. Campaigns managed by the Contractor are held to a set standard for professionalism and the Contractor does not tolerate unprofessional behavior by staff or anyone associated with the campaign. Any issues with such breaches in professionalism are to be reported to both parties immediately to be managed and dealt with.

Dispute Resolution

This agreement is at will and subject to termination for any reason, however, it is encouraged by all parties to work together to resolve any situation and issues that arise during the effectiveness of this agreement. In the spirit

208-298-4962 - dsantiago@FinallyGoodIT.com - <https://www.FinallyGoodIT.com>

613 Bryden Ave Suite C #183 Lewiston, ID 83501



Finally the **IT** you Deserve

of cooperation any mediation required is to be encouraged and costs paid by the party found at fault and in cases where both parties are found to be at fault, costs are shared equally.

Dispute resolutions shall take place at a neutral location determined by the mediator. Costs for mediation are to be discussed and agreed upon before entering into mediation.

Finally Good IT, LLC. Signature

Janice for Idaho Signature

Name

Name

Title

Title

Date

Date