**STICHED, LLC VENDOR AGREEMENT**

This Vendor Agreement (the “Agreement”) dated\_\_\_\_\_\_\_\_\_\_\_\_\_ (current date) by and between Stitched, LLC (“Stitched”), a Delaware Limited Liability Company, and  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) relating to the agreements and event(s) detailed below:

The parties agree to the following:

**SCOPE:** Vendor will report directly to Stitched and perform any task, initially contracted for.

* 1. **Services:** Subject to the terms of this Agreement, Stitched contracts you to perform services detailed in one or more statements of work, (the “Services”) and for the compensation set forth in Exhibit A. You agree to work as a Vendor as mutually agreed upon.
  2. **Equipment:** Subscribers shall provide any equipment necessary for performance of the Services. In certain cases, the Vendor or Stitched will supply the necessary equipment.

**TERM:** Vendor will perform the Services until completed.

**TERMINATION:** Stitched may terminate this Agreement at any time, for Vendor’s non-performance prior to the completion of the Services. Vendor may only terminate this Agreement by written notice after the Services and all accepted future Services have been completed. If Stitched terminates this contract due to Vendor’s performance, no further moneys shall be due Vendor. If Vendor is terminated due to Vendor’s performance, Vendor will be responsible for any direct or indirect fees and cost associated with finding a replacement Vendor and completion of services that were to be completed and performed by Vendor. If Vendor terminates this agreement before this contract for services are completed, the Vendor is responsible for any and all direct or indirect fees associated with finding a replacement Vendor and any direct or indirect costs and fees associated with completion of services and work to be performed.

**VENDOR STATUS:** This agreement does not create an employer/employee, principal/agent, partnership, joint venture, or any relationship other than that of you being a Vendor. Stitched will not control or supervise the specific methods to be used or the sequence of tasks to be performed in connection with Vendor’s duties. The parties are of each other and are agreeing to do business as separate Vendors. Vendor has no authority to act as agent for, or on behalf of Stitched, or to bind Stitched in any manner. Vendor is to be treated and considered for all purposes as a Vendor and not as an employee of Stitched. Vendor acknowledges and agrees that he/she will not be entitled, based on any contractual relationship created by this agreement or from the performance of services, to participate in any insurance or employee benefits. Vendor will pay all taxes and other payments which may be required as a result of being a Vendor. Vendor acknowledges that Vendor will be treated as a Vendor for federal and state income tax, social security tax, and state unemployment tax purposes. Accordingly, Stitched will not withhold from Vendor’s payment under this Agreement any amounts for federal or state income taxes or social security for Vendor. As such, Vendor expressly assumes sole obligation for reporting all payments received from Stitched to the appropriate federal and state agencies and paying the applicable taxes. Vendor agrees to indemnify, defend and hold harmless Stitched, its members, managers, employees, agents, successors and assigns (“Indemnified Parties”) from any claim, demand, loss, interest, penalty, taxes, fine, deficiency, liability, expense, including reasonable attorney’s fees, court costs and expense paid or incurred by the Indemnified Parties due to or arising from Vendor being treated for any purpose as an employee of Stitched with respect to this engagement hereunder. Vendor is responsible for obtaining their own liability insurance that will cover the scope of the services you provide.

**DUTIES OF VENDOR:**

* 1. **Best Efforts**: Vendor will perform their obligations of this contract and services required by Subscribers in good faith and fair dealing, provide their best efforts including the time, energy, and ability necessary to complete the performance of the Services and all other duties Vendor agrees to perform.

* 1. **Conflicts of Interests:** Vendor represents and warrants that it freely enters into this Agreement, and that the Services do not violate the terms of any agreement between the Vendor and a third party. Further, Vendor represents and warrants that it is not encumbered by any previous contract from any performance this Agreement induces.

**Confidentiality:** Vendor agrees not to disclose or communicate, either directly or indirectly or utilize for any other purpose than this Agreement, Stitched’s information regarding its operations, clientele, job requirements or descriptions, customer lists, marketing strategies, procedures, including any files, records, or documents, financial information, employee information and work budgets (“Confidential Information”). Vendor represents and warrants that any paper or electric file, record, document, note, sketch, CAD, photograph, finished product, fashion design, pattern, or sample relating to the business of Stitched, whether prepared by Vendor or otherwise in his/her possession, are the exclusive property of Stitched. Vendor will not retain any Confidential Information without Stitched’s prior written consent. Upon termination of this Agreement, Vendor will immediately deliver to Stitched any Confidential Information, including in digital or hard copy form and all copies thereof in Vendor’s possession or under their control within [five (5) business days]. Vendor will not disclose the terms of this Agreement to any person without the prior written consent of Stitched.

**NON-SOLICITATION:** Vendor agrees that at all times during the term of this Agreement and for a period of six (6) months after the date of its termination by either party, without regard to the reason for such termination, Vendor, whether directly or indirectly (a) will not and agrees not to attempt to solicit or render the same or similar services to any customer Vendor gains knowledge of during the rendering of Services for Stitched; and (b) Vendor agrees not to solicit or interfere with any, current or future employees or customers of Stitched including any past employee or customer, employed or obtained by Stitched within a one (1) year period of termination of this Agreement.

**DISPUTE RESOLUTION:**

1. **Attorney’s Fees:** If any action in law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and necessary disbursements incurred both before and after judgment. Stitched has the right to seek and obtain injunctive relief against Vendor, without bond, if Vendor violates paragraphs 6 and 7.
2. **Governing Law and Jurisdiction:** The terms of this Agreement will be governed by the laws of the State of Illinois. The state courts located in Cook County, Illinois will have exclusive jurisdiction over any case or controversy arising from or relating to this Agreement. Client consents irrevocably to personal jurisdiction in such courts with respect to any matters and waives any defense of forum non conveniens.

**INDEMNIFICATION:** Vendor will defend, indemnify, and relieves Stitched and its directors, employees, agents, successors, or assigns from all claims, liabilities, demands, settlements, judgments, losses, fines, penalties, damages, costs and expenses, including reasonable attorney’s fees and costs arising out of any negligence or misconduct on Vendor’s part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Vendor.

**NOTICE:** Any notice provided for or required by this Agreement will be in writing and will be either personally delivered, sent by first class mail, or return requested to the recipient’s address. Also, delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement and shall also constitute good notice.

Company’s address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_include emails (support@stitched.us)

Vendor’s Address:

\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STRICT PERFORMANCE:** Any failure by Stitched to insist upon strict performance by Vendor of any of the terms, provisions and covenants of this Agreement will not be deemed to be a waiver of any of the terms, provisions and covenants of this Agreement, and Stitched has the right to insist upon strict performance by Vendor.

**SEVERENCE:** If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

**SURVIVAL:** This Agreement and all terms, warranties, representations, conditions and stipulations contained herein shall survive the Termination of this Agreement.

**ASSIGNMENT:** Vendor will not assign, delegate or transfer their rights and obligations under this Agreement without the express written consent of Stitched, which consent may be granted or withheld in Stitched’s sole and exclusive discretion.

**AMENDMENT:** No change or modification of this Agreement will be valid unless the same is in writing and signed by Stitched and Vendor. No waiver of any provision of this Agreement will be valid unless in writing and signed by the person or party to be charged.

**ENTIRE AGREEMENT:** This Agreement contains the entire understanding between Stitched and Vendor. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this Agreement is to do so in writing, signed by all parties. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this Agreement or any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

**COUNTERPARTS**: This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which taken together constitute the same agreement**.**

IN WITNESS WHEREOF, the undersigned have executed this Vendor Agreement as of the date first stated above.

Stitched:

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDOR:

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDOR INFORMATION**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A: STATEMENT OF WORK**

**STATEMENT OF WORK**

1. **DATE OF STATEMENT OF WORK:** \_\_\_\_\_\_ \_\_,20­­­\_\_\_
2. **Contract Term:** Vendor agrees to perform services for \_\_\_\_ hours on \_\_\_\_\_,20\_\_.

Or on an as needed basis.

* 1. **Description of Services:**

1. **COMPENSATION:** Vendor shall be entitled to compensation for performing the Services described in this agreement as follows:
   1. **Amount of Compensation:** $\_\_\_\_\_.
   2. **Method of Payment:** All payments made to Vendor shall be rendered via [check, cash, Paypal, or money order] within 7 days of Vendor completing the Services.

IN WITNESS WHEREOF, the undersigned have executed this Statement of Work as of the date first stated above.

Stitched:

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDOR:

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_