

This Freelance Contract or Freelance Services Agreement is entered into and made effective as of **March 07, 2024**, by and between:

Cultsure LLC, the Client, with an office located at **2641 State St, Unit 1, Santa Bárbara, California 93105**, and

Simón Calle Laverde, the Independent Contractor or Freelancer, with an office located at **Calle 10 # 2 Este - 40, Chía, Cundinamarca, Colombia**.

WHEREAS:

- 1. Client has a need for services; and
- 2. Freelancer has an interest in performing such services for Client; and
- 3. The parties wish to set forth the terms and conditions upon which such services will be provided to Client.

Both parties agree as follows:

Description of the Services

Independent contractor will re-design the website at domain: **www.cultsure.co** working in 2 stages. This Freelance Contract will only be effective for **Stage 1** of the process and a new written agreement must be signed by both Parties to proceed with **Stage 2** after discussing the final cost and after **Stage 1** is complete.

After conducting a *Competitor Analysis* to clarify possible features, sections, and pages that could be included in the new website re-design, Freelancer will define a first general possible structure idea listing this possible features, sections, and pages for the website to be discussed later with Client in the “first design meeting”. In this meeting Freelancer will also present a couple of visual design ideas for the new site by either partially implementing a few sections of the HomePage in *Low-Fidelity Wireframes* first to display general ideas or just by bringing competitor examples for a clear discussion of these features, sections, and pages.

The purpose is to visually present findings and ideas to Client to have a starting point of direction. Client and Freelancer will discuss different design alternatives looking at competitor examples, other websites Freelancer could bring outside the competition (e.g. award winning design websites), and/or some of the partial *Wireframes*. After the “first design meeting” (around 1 week after signing this contract) Client and Freelancer should have a better vision of the sections to be included and a concept of a possible design style to be implemented and/or expanded for the “second design meeting”.

Freelancer will implement a *Mid-Fidelity Design* on Figma for the HomePage to be able to concisely present to Client in a “second design meeting” (around 2 weeks in) where they can discuss design style (or structure) changes (giving a bit more flexibility to still be able to change some features and/or sections, than just iterating on the design style only of a pre-approved fixed list of sections).

After the “second design meeting” Freelancer will implement the design iterations into the *Mid-Fidelity Design* on Figma of the HomePage for a final “delivery meeting”. After receiving this final HomePage design Client and Freelancer will now be able to have a conversation about **Stage 2 of development**, either during this final “delivery meeting” or afterwards; at this point Client will have a clearer vision of what they could expect. Further design iterations can be done in **Stage 2**.

Deliverables - Stage 1

- 2 “design meetings” and a final “delivery meeting”.
- A “first design meeting” and discussion with Client bringing the *Competitive Analysis* findings to define a list of possible features, sections, and pages for the website and for Client to approve. Freelancer will also bring different design ideas, concepts, and examples to this meeting that will guide the new re-design.
- A “second design meeting” or design iteration based on the *Mid-Fidelity Design* for the HomePage where new design changes, structure changes, and/or ideas may arise to be iterated for the final version of the *Mid-Fidelity Design*.
- *Mid-Fidelity Design* made in Figma of the HomePage using placeholder images and copy or some of the final content.

Note: Current branding use or the need to create new assets (by Independent Contractor or by a third-party) must be clarified before starting with **Stage 1**.

Deliverables - Stage 2 (Only after a new agreement is signed by both Parties)

- Custom *responsive-design* website following the previous design from **Stage 1**.
- Will expand the *Mid-Fidelity Design* to a *High-Fidelity Design* that includes the remaining pages to be developed.
- 2 “design iteration meetings”.
- *CMS (Content Management System)* integration and configuration allowing the future ongoing edition of some of the main texts, images, and/or other dynamic content that could be edited, or allowed to be expanded (e.g. creating a new extra element of news, articles, cards, or else).
- Helping to populate some of the real final images and content.
- Setting the new site live in the current domain URL located at: **www.cultsure.co**.
- Any *Hosting* or *CMS* account or password transfer to Client to allow their complete independent use of the site and the *CMS* for the years to come.

Note: *Hosting* and *CMS* technology to be used must be defined before **Stage 2** of development and before starting the full *High-Fidelity Design*.

Technologies

- 1. Option 1: *NextJS (based in ReactJS)* + *Netlify* or *Vercel* hosting (this two can be completely free for years to come e.g. with a single member seat, it could also occur on some costs for additional features like email support, see *Netlify* pricing [here](#)) + *Hygraph CMS* (this can also be free for small plans e.g. for 1 editor at a time which should be enough, plans also depend on company size or the required features, see *Hygraph CMS* pricing [here](#)).
- 2. Option 2: *Webflow* (visual development platform) + *Webflow CMS* (this will have some monthly costs in their website [here](#)) + *Webflow Hosting* (this will have some monthly costs in their website [here](#)). The code could also be exported and deployed in e.g. *Netlify* at no cost, or within other popular hosting providers with some monthly costs (but exporting the code will loose the ability to edit it or edit the design later in *Webflow* again, or to use their CMS to edit the content).

Project Schedule

- **Stage 1**: Approximately should take 2 to 3 weeks. Could take longer depending on design and scope.
- **Stage 2**: Approximately could take a minimum of 3 weeks up to 1 or even 2 months. Depending on size, complexity, technologies used, CMS integration, ease of collaboration and/or meetings, ease of content and/or final requests to and from Client, the need of branding and/or assets, or even how far e.g. SEO is worked or integrated in a site, how far accessibility is implemented, how far transitions, animations, effects, or motion design is implemented when needed for bigger projects, how deep or detailed responsiveness is considered or implemented, complexity of imagery, charts, or any illustrations if needed, state of current branding, and the complexity of the design in general, among many other factors.

Pricing/Rates

- **Stage 1**: \$0.00 COP.
- **Stage 2**: It will approximately be the discussed price of \$1’500,000 COP. I would normally charge \$2’000,000 COP - \$3’000,000 COP just for the development phase of a project with a ready design brought by the Client, as it could take longer than 1 month to develop, iterate, and deliver. I developed more than 30 websites in the past found [here](#) of varied sizes, some going from 1 up to 3 months depending on many factors. We can discuss **Stage 2 (development)** after **Stage 1** is complete.

TERMS AND CONDITIONS

I. Payment (Terms/Schedule)

- 1. The Client will pay the Freelancer 50% up front, the rest upon completion of the project.
- 2. Payable via direct transfer to Bancolombia.
- 3. The Freelancer will invoice the Client upon completion of the Services.
- 4. Payment will be due within 30 days of receipt of the invoice.

II. Term and termination

- 1. This Agreement begins on the Effective Date and will continue until the Services have been satisfactorily completed, unless terminated earlier as per the provisions in this Agreement.
- 2. Either party may terminate this Agreement with a written notice if the other party breaches any material term and fails to cure such breach within 30 days of receiving written notice of such breach.
- 3. Upon termination of any project or work given by Freelancer, Freelancer will immediately provide Client with any and all work in progress or completed prior to the termination date.
- 4. Client’s sole obligation to Freelancer resulting from termination is that Client will pay Freelancer an equitable amount for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination.
- 5. 50% fee non-refundable.

III. Confidentiality

- 1. The Freelancer agrees not to disclose any non-public information received from the Client, related to the Client's business, technical processes, software, customers, or marketing plans.
- 2. This obligation will survive the termination of this Agreement.

IV. Data protection

- 1. The Freelancer will comply with all applicable data protection and privacy laws and regulations in providing the Services.
- 2. The Freelancer will not share any personal data collected in the course of providing the Services without the express permission of the Client.

V. Intellectual property

- 1. Any intellectual property rights resulting from the performance of the Services will belong to the Client.
- 2. The Freelancer grants to the Client an irrevocable, royalty-free license to use any pre-existing intellectual property used in the provision of the Services.

VI. Liability

- 1. The Freelancer will be liable to the Client for any direct, proven losses caused by the Freelancer's failure to perform the Services with reasonable care and skill.
- 2. The Freelancer's liability will not exceed the total amount paid by the Client under this Agreement.
- 3. Neither party will be liable for any indirect or consequential losses.

VII. Indemnity

- 1. Each party will indemnify and hold harmless the other party against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the party's negligence, willful misconduct, or breach of this Agreement.

VIII. Governing law and dispute resolution

- 1. This Agreement will be governed by the laws of Colombia and any disputes will be resolved in the courts of that jurisdiction.

IX. Miscellaneous

- 1. This Agreement represents the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
- 2. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 3. Any notice under this Agreement will be in writing and delivered by confirmed email and will be deemed given upon confirmation of receipt of email.
- 4. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that the Client may assign or transfer its rights or obligations to any of its affiliates or in connection with a merger, reorganization, or sale of all, or substantially all, of its assets.

X. Counterparts

- 1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

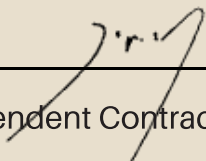
IN WITNESS WHEREOF, the parties hereto have executed this Freelance Services Agreement as of the Effective Date.



Client Signature

March 8, 2024

Date



Independent Contractor Signature

March 05, 2024

Date

