



FREELANCE PHOTO STUDIO CONTRACTOR AGREEMENT STATEMENT OF WORK

Contractor Name: Charles Ancel
Entity Type: Individual
Address: 100 East Walton Street, Apartment 30CD
City/State/Zip: Chicago, IL 60611
Email: ancel.nyc@gmail.com
Phone Number: 312.307.7780

Effective Date: May 10 2024

Scope of Services / Deliverables	<p>Contractor will perform photography assistant services for upcoming photography sessions to create and deliver photographs and/or images featuring FTD products ("Deliverables"), including without limitation the following services:</p> <ul style="list-style-type: none">•Assisting photographer with lighting, moving of sets, adjusting of camera•Organizing, naming, and uploading all final images to the FTD server•Assisting the stylist assigned to the session with any needs•Ensuring the studio is clean and organized, and performing any upkeep needed•Running any miscellaneous errands needed for the studio.
Compensation	\$37.50 per hour (\$300/day) not to exceed \$40,000 during the Term. Invoices should be provided by Contractor at least monthly and FTD, LLC will pay approved invoices within 30 days.
Term / Session Date(s)	One year from Effective Date. Services to be provided on an as-needed, per-project basis and on specific session dates requested by FTD, not to exceed a total of 180 days during the Term.
Location of Work	FTD Headquarters at 3113 Woodcreek Drive, Downers Grove, IL 60515. At all times while on FTD's premises, Contractor will observe FTD's rules and regulations with respect to conduct, health and safety and protection of persons and property.

This Statement of Work is subject to the attached Terms and Conditions and made effective as of the Effective Date. The undersigned representatives from each party hereby separately represent and warrant that they have full and complete authority to execute and bind their respective parties.

FTD, LLC

By: Chris Webb
Name: Chris Webb (May 23, 2024 10:48 EDT)
Title: _____

Contractor

By: _____
Name: Charles Ancel
Title: Photo Asst.



FREELANCE PHOTO STUDIO CONTRACTOR AGREEMENT TERMS AND CONDITIONS

1. **General:** These terms and conditions govern the Services as defined in the Statement of Work between the Contractor and FTD, LLC (“**FTD**”). Any capitalized terms have the meanings described in the Statement of Work or these terms and conditions (collectively, the “**Agreement**”).

2. **Services, Content and Ownership:** Contractor agrees to perform the Services set forth in the Agreement in a competent, professional, and artistic manner to the best of its ability. Except for materials licensed for use, and authorized for use by Client, in the Deliverables, Contractor and FTD hereby agree that the Deliverables and any other work product or materials thereof (including works-in-progress) created, generated, or developed in connection with this Agreement constitute a “work made for hire” within the meaning of the U.S. Copyright Act. All materials incorporated in, or used in the production of the Deliverables (except for materials supplied to Contractor by FTD and such materials as may be licensed only for use therein) and all materials, concepts, characters and animation specially created for use in the Deliverables and all rights, titles, interests and copyrights therein shall become the property of FTD upon creation thereof. To the extent that the Deliverables are not deemed works made for hire, then Contractor hereby grants, assigns and conveys any and all rights, title, and interest in or to the Deliverables to FTD, and Contractor shall promptly execute and deliver such documents as may be requested by Client in order to accomplish the transfer of all such right, title and interest. For the avoidance of doubt, Contractor shall have no right, title or interest in or to the Deliverables, which shall be the sole and exclusive property of FTD.

3. **Term and Termination:**

3.1 **Term.** The term of this Agreement commences on the Effective Date and subject to the terms and conditions of this Agreement, continues for a period of one (1) year (the “**Term**”).

3.2 **Termination by FTD.**

3.2.1 **Termination For Convenience.** FTD has the right to terminate for its convenience this Agreement or any Statement of Work, in any case in whole or part, in each case, by providing seven (7) days prior written notice to the Contractor.

3.2.2 **Termination for Force Majeure Event.** FTD has the right to terminate this Agreement or any Statement of Work upon written notice to the Contractor if a delay or interruption of performance by Contractor resulting from a force majeure event (as set forth in Section 14) exceeds three (3) days.

3.2.3 **Termination for Material Breach.** FTD shall have the right to terminate this Agreement upon prior written notice to Contractor to the extent that Contractor materially breaches any of the terms or conditions of this Agreement and such breach is not cured within five (5) days following receipt of written notice of such breach.

3.3 **Termination by Contractor.** Contractor shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to FTD (which date must be within three (3) months following the FTD failure to pay that triggered the event of termination) only if FTD fails to: (a) pay when due any undisputed fees under this Agreement totaling at least three (3) months’ of fees; and (b) make payment of such fees within sixty (60) days of FTD’s receipt of written notice from Contractor of the failure to make such payment. For the avoidance of doubt, this Section provides Contractor’s only termination right under this Agreement.

3.4 **Effect of Termination.** Upon the termination of this Agreement for any reason, Contractor shall immediately deliver to FTD any and all materials relating to the services performed hereunder including, without limitation, all of FTD’s Confidential Information and all Deliverables (including, without limitation, all work in progress) then in Contractor’s possession or under its control without the retention of any copies, notes or excerpts unless FTD instructs Contractor in writing to destroy all or any part of such materials, in which case Contractor shall immediately destroy the materials as to which such instruction is given.

4. **Survival:** The definitions contained in this Agreement and the rights and obligations set forth in Sections 2, 3.4, 4-6, and 8–16 will survive any termination or expiration of this Agreement.

5. **Compensation / Payment Terms:** FTD will pay Contractor a flat fee and/or hourly rate for Services provided hereunder, in the amounts set forth in the Statement of Work (“**Compensation**”), and in accordance with the payment terms therein.

6. **Confidentiality:** During the Term of the Agreement, each party may receive certain non-public information and materials concerning the other party’s business, technology and products that are proprietary and of substantial value to such party, including the terms of this Agreement (“**Confidential Information**”). Each party will not use or disclose to any third party any Confidential Information except as permitted by the Agreement or as authorized by the other party’s prior written consent. Each party will use reasonable efforts to maintain the confidentiality of all such



Confidential Information, and no party will use less effort than it ordinarily uses with respect to its own confidential information. The foregoing will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body (provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement), or on a confidential basis to its legal or financial advisors, or prospective acquirers or investors. Confidential Information excludes information that: (a) is or becomes generally known to the public through no fault of the recipient; (b) is rightfully and lawfully known by the recipient at the time of disclosure without a confidentiality obligation; (c) is independently developed by the recipient without use or access of the disclosing party's Confidential Information; or (d) the recipient rightfully and lawfully obtains from a third party without disclosure restrictions.

7. No Conflict of Interest: During the term of this Agreement, Contractor will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with Contractor's obligations, or the scope of Services rendered for FTD, under this Agreement. Contractor warrants that, to the best of Contractor's knowledge, there is no other contract or duty on Contractor's part which conflicts with or is inconsistent with this Agreement. This paragraph does not prohibit Contractor to provide services to other companies or individuals not directly in competition with FTD.

8. Indemnification: Each party shall indemnify, defend and hold harmless the other party (and its affiliates) from and against any claim, loss, or liability arising out of any breach by such party of any provision, representation or warranty contained in the Agreement.

9. Governing Law; Jurisdiction and Venue: The Agreement shall be governed by the laws of the State of Illinois without regard to any conflict of laws principles. Any legal action brought by a party shall be brought solely and exclusively in the state and federal courts located in Cook County, Illinois.

10. Severability: If any portion of the Agreement is found to be unenforceable, the remaining provisions of the Agreement will remain in full force.

11. Assignment: Neither party may assign the Agreement without the other party's prior written consent, except that either party may assign the Agreement to the surviving corporation in the event of a merger, reorganization, or sale of all or substantially all of its assets or voting securities. Any attempt to assign the Agreement other than as permitted above will be invalid.

12. Notices: All notices will be in writing and deemed given when delivered to the other party at the address set forth above.

13. Amendments; Waivers: No supplement, modification, or amendment of the Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to the Agreement. These terms and conditions shall supersede and govern all other agreements between the parties, and shall prevail and control unless the conflicting provision in such agreement expressly states that it supersedes these terms and conditions pursuant to this Section 13. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement. All waivers shall be in writing and signed by a duly authorized representative on behalf of the party waiving the rights.

14. Force Majeure: Neither party will be responsible for any reasonable delay in its performance due to causes beyond its control, provided that the non-performing party gives prompt notice and resumes performance as soon as possible.

15. Independent Contractors: The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. Contractor shall maintain any insurance required by law, including without limitation, workers' compensation insurance. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Contractor's compensation will be subject to withholding by FTD for the payment of any social security, federal, state or any other employee payroll taxes. FTD will report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

16. Entire Agreement: The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement.






Ance Charles - Freelance Photo Studio Contractor Form - May 2024

Final Audit Report

2024-05-23

Created:	2024-05-22
By:	Mary Callan (mcallan@ftdi.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFZ5nB1jbcYCAZpl_RiJDyCpPXtz7eZ4h

"Ance Charles - Freelance Photo Studio Contractor Form - May 2024" History

-  Document created by Mary Callan (mcallan@ftdi.com)
2024-05-22 - 7:13:06 PM GMT
-  Document emailed to Chris Webb (cwebb@ftdi.com) for signature
2024-05-22 - 7:13:10 PM GMT
-  Email viewed by Chris Webb (cwebb@ftdi.com)
2024-05-22 - 8:50:37 PM GMT
-  Document e-signed by Chris Webb (cwebb@ftdi.com)
Signature Date: 2024-05-23 - 2:48:50 PM GMT - Time Source: server
-  Agreement completed.
2024-05-23 - 2:48:50 PM GMT