



## Terms & Conditions

With regard to supporting your firm on a monthly basis, please read and accept this workplan so Blue Dog Digital (Blue Dog) may provide content/subject matter expertise and other marketing support and consulting services.

**Consulting Services, Software Usage** — You, the client are retaining Blue Dog to perform digital marketing, content creation, website, and social media services pertaining to the project identified in the Budget Schedule. Blue Dog will collaborate with the officers, staff, and other consultants of the client. Our staff will provide writing, editing, subject-matter expertise, and other consulting as requested via email. All our efforts and activities are tracked in our on-line collaboration portal, Workbench “Always on the Job!” [www.workbench.net](http://www.workbench.net) You will be provided with account login information upon kick-off of our project.

**Timeframe of Agreement** — This agreement will commence and end as shown in the Budget Schedule. If part of this agreement is not valid, all other parts will remain in effect, in accordance with the laws of Ireland. Our effort under this workplan may be terminated at any time, upon written notice no less than one month in advance.

**Reserved Time Devoted by Blue Dog** — You the client are reserving the block of hours 32 hours per week for the period shown in the Budget Schedule for Blue Dog to undertake services provided, paid monthly at the end of each month of the period shown in the Budget Schedule. The amount of time is a fixed-price (not-to-exceed) total amount based on the level of effort we are committing to, based on our assessment (using our proprietary parametric estimating model) of the effort needed to satisfy the requirements you have presented to us.

**Compensation** — Blue Dog will be paid the total amount, at a rate shown on the Budget Schedule, for the work performed, for the reserved time devoted by Blue Dog. Upon request, Blue Dog will report on the total of hours utilized at the end of this effort. Payment to be made via IBAN and constitutes acceptance of this workplace, to cover the upcoming period. Changes to our level of effort, materials expenses or other costs will be pre-authorized by you, the client, and we will invoice those amounts (if any) at the conclusion of this effort. Blue Dog is a corporation organized in the Republic of Ireland (CRO 623625 / VAT 35324800H).

**Independent Contractor** — The client and Blue Dog agree that Blue Dog staff are and will continue to act as independent contractors in the performance of our duties under this agreement. Accordingly, Blue Dog is responsible for all applicable taxes or other general/administrative costs arising from our activities. Neither Blue Dog nor client will, without the prior written consent of both parties, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Blue Dog or the client. We will ask for your approval before we incur the cost of any direct expenses; those expenses will be invoiced at the end of this effort, due upon receipt. Nothing contained in this workplan makes either of us partners, joint venturers, or employees of the other.

**Location of Services Rendered** — As an independent contractor, Blue Dog will perform service at whatever location of our discretion, remotely to, you, the client. Blue Dog will perform services, attend meetings, transmit data on the telephone, internet, or at other such venue or places as necessary.

**Confidential, Privacy and Nondisclosure** — Blue Dog agrees to enter into a confidential relationship with you, with respect to the disclosure of certain proprietary and confidential information, going forward. Blue Dog agrees to secure any confidential received by us from you in carrying out our duties and services under this agreement, such as proprietary processes, financial or personnel data, or other information related to typically non-public business affairs of the client. We both represent that we are fully authorized to undertake the performance of work, and neither of us will violate or infringe upon the rights of any third party or any law or governmental regulation. We both agree that neither of us are liable to the other or any third party for any damages resulting from any part of this effort such as, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery. All work product resulting



from our efforts under this effort become the sole property of you the client at the end of this effort with full payments made. Mutual confidentiality remains in place for both of us, for a period of three (3) years after the conclusion of work we perform for you. You may review our terms and conditions and privacy policy at <https://bluedog.plus/workbench/knowledge-base/article/gdpr-privacy-policy>

## Budget Schedule


29-August-2022

Workplan No.: 2022-03

### Prepared for:

Indiepics  
22 Fitzwilliam Street Upper,  
Dublin 2, D02 WR82

## Budget / Schedule

DESCRIPTION	LEVEL OF EFFORT [HOURS]	UNIT PRICE	COST
<u>Digital Support Services</u> 32 hours per week, from 12-Sept-2022 to 26-Dec-2022, 15 weeks total, 480 hours total, divided over four (4) invoices total.	120	€18.00	€2,160.00
<u>Term of Engagement:</u> Invoicing on the last day of every month, starting 31st of Oct with final invoice on 28th-Dec-2022; payment due upon receipt,			
Subtotal:			€2,160.00
VAT (23%)			€496.80
<b>Total Retainer:</b>			€2,656.80
<div><b>TO ACCEPT:</b> (sign here)  Diarmaid Mac Mathúna name + title <u>Director-Agency/</u> date signed <u>30/8/2022</u> <b>and return so we may get started immediately</b> Click on this link to <a href="#">pay at PayPal</a> or via IBAN at IE14AIBK93213252243081 BIC AIBKIE2D (Bluedog Cloud Services Limited CRO 623625   VAT 3532480OH)</div>			

### Submitted:

Delia Termini  
Bluedog Digital  
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