

# Statement of Work

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URLY DIGITAL MARKETING 

# STATEMENT OF WORK (SOW)

This Statement of Work (SOW) dated June 29<sup>th</sup>, 2020 (the “Effective Date”) for URLy Digital Marketing Solutions (the “SOW”) is between Sherisa Adjei, of URLy Digital Marketing (“Consultant”), and Ismaël Dumerlus, of Find Your ID (“Client”) (together known as the “Parties”), for the performance of Deliverables. The Parties agree as follows:

## 1. Definitions

As used herein and throughout this SOW:

1.1 “Statement of work (SOW)” refers to the document within a contract that describes the work requirements for a specific project along with its performance and design expectations attached hereto and incorporated herein by reference.

1.2 “Client Content” means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 “Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Canadian laws.

1.4 “Deliverables” means the services and work product, as mutually agreed upon by Client and Consultant, to be delivered by Consultant to Client, in the form and media specified in the SOW.

1.5 “Consultant Tools” means all tools developed and/or used by Consultant in performing the Services, including, without limitation, pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 “Final Work” means all materials developed or created by Consultant, or commissioned by Consultant, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, HTML, CSS, Javascript and other website code, modifications to Client Content, and Consultant’s selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved and accepted by Client.

1.7 “Final Deliverables” means the final versions of Deliverables provided by Consultant and approved and accepted by Client.

1.8 “Preliminary Works” means all materials including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Consultant and which may or may not be shown and or delivered to Client for consideration.

1.9 “Project” means the scope and purpose of Client’s identified usage of the work product.

1.10 “Services” (or “Consultant’s Services”) means all services and the work product to be provided to Client by Consultant as described and otherwise further defined in the Deliverables.

1.11 “Third Party Materials” means proprietary third party materials which are incorporated into the Final Deliverables, including, but not limited to, stock photography or stock illustrations.

1.12 “Trademarks” means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

## **2. Project Definition, Estimated Duration & Meetings**

### **2.1 Project Definition**

The Project scope includes the following sub-projects. This is subject to change at the request of the Client. Please refer to Service Agreement for provisions regarding modifications to service agreements.

- Sub-Project 1: Devising Branding Strategy for Commerce Products
- Sub-Project 2: Creation of E-Commerce (including inventory/shipping management and CRM integration)

### **2.2 Estimated Duration**

The estimated time from the start date of work until completion of project is an estimated time of 6 weeks (+/- 2 weeks). The duration of the project is subject to change. The Client will be advised for delays in duration that exceed 2 weeks.

### **2.3. Meetings**

As agreed by all Parties, up to 2 in-person meeting/week and up to 2 remote meetings/week may take place during the duration of the Project. The location of the meeting must be agreed upon by all Parties. Only the Client and the Client’s representatives who will be directly involved in the project will be permitted to attend such meetings.

### 3. Deliverables, Estimated Schedule & Related Fees

Note: The duration of deliverables is based on industry standards and the scope of the deliverables. The Estimated Schedule is subject to change. The Client will be advised for delays in schedule that exceed 1 week.

| Sub-Project 1: Devising Branding Strategy for Commerce Products |                    |                      |
|---|--------------------|----------------------|
| Deliverables  | Estimated Schedule | Related fees         |
| Consumer Behaviour & Competitive Analysis                       | Week 1             | 50\$                 |
| Marketing Strategy <sup>1</sup> & Marketing Mix <sup>2</sup>    | Week 1             | 150\$                |
| Legal Recommendations   | Week 2             | 50\$                 |
| Personalized Email Signature                                    | Week 2             | 0\$                  |
|   |                    | <b>TOTAL = 250\$</b> |
| Sub-Project 2: Creation of E-Commerce                           |                    |                      |
| Deliverables  | Estimated Schedule | Related fees         |
| Store Configuration and Design Layout                           | Week 3-6           | ---                  |
| Inventory and Shipment Management Strategy                      | Week 4-6           | ---                  |
| CRM integration   | Week 4-6           | ---                  |
|   |                    | <b>TOTAL = 0\$</b>   |

### 4. Other Fees

In the process of creating and in order to complete the Final Work, Consultant may need to incur expenses including, but not limited to, font licenses, software licenses, stock photography, or other Third Party Materials. Hereby is a list of the foreseen expenses that will be payable by the Client. This is subject to change. Client will be advised of such changes as early as possible.

- WIX e-commerce subscription 20\$/ month, payable before launch of the website
- Trademark registration 330\$ /item protected by the Canadian Intellectual Property Office (CIPO)
- Stock photos (if applicable); pricing varies

<sup>1</sup> Marketing Strategy includes targeting, positioning and differentiation strategy.

<sup>2</sup> Marketing mix includes product, price, distribution and promotion strategy

## **5. Modifications to SOW**

The terms in this SOW are subject to change based on modifications of the needs of the Client and or other events. The Client may consult with the Consultant to revise the SOW at any time during the duration of the project.

## **6. More Information**

For information regarding the terms of payment, confidentiality and termination provisions, please refer to the Service Agreement.