

The Alliance Strategic Group: PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on _____ by and between:

Client:

Speaker/Moderator: The Alliance Strategic Group/Jon Schickedanz, located at 1629 Sherwood Rd. Highland Park, IL 60035

This Professional Service Agreement (“Agreement”) is dated _____ by and between the Alliance of Creative Professionals, Inc. (dba) The Alliance Strategic Group (“Contractor”) and _____ (“Client”). Contractor and Client agree as follows:

Term:

The term of this Agreement (the “Term”) will commence on _____ and will act as a Professional Service Agreement last for one (1) year unless otherwise terminated as provided herein. Thereafter, the Term shall automatically be extended for successive one (1) year periods unless either party gives written notice to the other party not later than 30 days before the end of the then current Term of its intent not to extend the Agreement for an additional one (1) year period.

Engagement of Services

The Client hereby engages the Speaker/Moderator to provide the following services:

- Event Date: As needed
- Event Location: As needed
- Services to be Provided: Event Moderation/Master of Ceremonies: introducing speakers, and facilitating discussions. Manage the flow of the event, ensuring adherence to the agenda as directed by the Client. Engage with the audience through Q&A sessions, polls, and other interactive elements. Review and familiarize with event agenda, speakers, and content. Assist in the development of event scripts or outlines, if necessary. Provide a brief report or feedback on the event, including any observations or suggestions for future events. Participate in post-event debriefings, if requested by the Client.

Compensation

- **Day Rate:** The Client agrees to pay the Speaker/Moderator \$2000-3000 (USD) per day in advance of the event. For events outside of USA the rate is 1.5x the agreed upon day-rate.
- **Travel Days:** 50% of the agreed-to day rate will be paid for each day of travel.

- **Payment Terms:** Fees are invoiced in advance and are due upon receipt of the invoice.
 - Contractor will submit invoices to Client for the Fees and Expenses.
 - 100% of the amount invoiced is due upon receipt of the invoice and must be paid IN ADVANCE of the event.
 - Any exception to this rule must be authorized in writing and approved by contractor prior to the event.
 - Late Payment: Payments not received within 30 days of the invoice date will be subject to a late fee of 2.5 % per month.

Travel and Accommodation

- **Travel:** The Client agrees to provide and/or cover the cost of an aisle seat in Business Class/First Class air travel for the Speaker/Moderator to and from the event location.
- **Accommodation:** The Client agrees to provide and cover the cost of hotel accommodation at a (minimum) 3-star hotel for the duration of the Speaker/Moderator's stay, including at least one night before the event and the night of the event.
- **Per Diem:** The Client agrees to provide a per diem of \$100 per day to cover the Moderator's expenses during the Event. The per diem is payable for each day the Moderator is required to be present at the Event location.

Expenses:

The Client agrees to reimburse the Speaker/Moderator for any reasonable and necessary expenses incurred in connection with the performance of services under this Agreement, including but not limited to:

- Ground transportation (e.g., taxi, ride-share services, car rental, parking fees)
- Other expenses pre-approved by the Client in writing.

Reimbursement requests will be submitted with appropriate receipts within 10 days after the Event.

Event Schedule and Preparation

- Event Schedule: The Client shall provide the Speaker/Moderator with a detailed event schedule no later than 5 days before the event date.
- Preparation Materials: The Client agrees to provide any necessary preparation materials, such as event agendas, participant lists, or specific topics to be covered, at least 5 days before the event.

Cancellations and Postponements

- Cancellation by Client: In the event that the Client cancels the engagement, the following cancellation fees will apply:
 - 50% of the total fee if cancellation occurs 14 days or more before the event date.
 - 100% of the total fee if cancellation occurs within 7 days of the event date.
- Cancellation by Speaker/Moderator: In the event that the Speaker/Moderator is unable to perform the services due to illness, accident, or other unavoidable circumstances, the Speaker/Moderator shall notify the Client as soon as possible. Any fees paid in advance shall be refunded, and neither party shall have any further liability under this Agreement.
- Postponement: If the event is postponed, the Speaker/Moderator will make reasonable efforts to accommodate the new date. If the Speaker/Moderator is unavailable on the rescheduled date, the Client may either reschedule again or terminate the agreement, in which case any fees paid are unrecoverable.

Intellectual Property

- License: The Speaker/Moderator grants the Client a limited, non-exclusive, non-transferable license to use Speaker/Moderator's original material for the purposes of the event only.
- Ownership: All rights to materials, presentations, and content delivered during the event are the property of the presenting authors. The Speaker/Moderator claims no ownership or rights to any content not authored or created by the Speaker/Moderator.
- Recordings: The Client shall not record, distribute, or reproduce the Speaker/Moderator's original content without the Speaker/Moderator's express written consent.

Independent Contractor

The Moderator is an independent contractor and not an employee, agent, or representative of the Client. The Moderator shall be responsible for all taxes, insurance, and other obligations arising from their provision of services under this Agreement.

Confidentiality

Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of this engagement, unless required by law or with the express consent of the other party.

Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Limitations on the Services:

Contractor will not perform any Services that it in good faith believes to be illegal, immoral or unethical.

Confidentiality.

The speaker/moderator may have access to and become acquainted with Client's various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Client and/or used in connection with the operation of its business, including without limitation, business and product processes, methods, accounts and procedures (collectively, together with all information regarding the business of the Client that is not generally known to, and not readily ascertainable by proper means by other persons or is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality). Neither party will disclose any Confidential Information, directly or indirectly, or use any Confidential Information in any manner except as required in performance of this Agreement.

Marketing:

Use of Client in Speaker/Moderator's Marketing Materials. Speaker/Moderator may list Client and the as a client or former client of Contractor in any promotional or marketing materials,

including Contractor's website. Such listing may, in Contractor's sole discretion, include a hypertext links back to the client's website/s.

Termination.

Either party may terminate this Agreement by giving notice to the other party, if the other party has breached or violated any covenant, obligation, representation or warranty contained in this Agreement, and has failed to remedy such breach or violation within ten (10) days after written notice from the non-breaching party specifying the breach and demanding cure.

Notwithstanding the forgoing, Contractor shall also have the right to terminate this Agreement immediately upon giving notice to Client in the event Client fails to provide Contractor with all materials necessary for Contractor to complete the Services.

If terminated by Client, then such termination notice must be accompanied by payment for all outstanding invoices. If terminated by the Speaker/Moderator, the Client will pay within ten (10) days of receipt of such notice all outstanding invoices, amounts due and amounts to become due under all outstanding Agreements or other contractual obligations between Client and Contractor.

Relationship of the Parties.

Nothing in this Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Contractor is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

Statute of Limitations.

Any action to enforce this Agreement or for any breach of this Agreement must be brought within one year of the accrual of that action or it is barred.

Attorney's Fees.

The prevailing party in any proceeding in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

Headings and Severability.

The headings of sections in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect.

Survival of Certain Terms.

The provisions of this Agreement relating to confidentiality and indemnification will survive the termination of this Agreement.

Waiver and Amendment.

The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provision or waiving the right of the party thereafter to enforce each and every such provision. No amendment or other modification of this Agreement will be binding unless made in writing and signed by both parties.

Counterparts; Facsimile Signatures. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Indemnification

The Client agrees to indemnify and hold harmless the Speaker/Moderator from any claims, liabilities, damages, or expenses arising out of the event, except where such claims arise from the Speaker/Moderator's willful misconduct or gross negligence.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Lake County, Illinois USA. Any disputes arising under this Agreement shall be resolved in the courts of Lake County.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind. No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client:

Print Name:

Title:

Date:

Speaker/Moderator:

Jon M. Schickedanz

Date: