

## TERMS AND CONDITIONS FOR STEPH GRAHAM CONSULTING

This is a contract for professional consulting services between you (the “Client”) and Graham Solutions, LLC, a Maryland registered company doing business as Steph Graham Consulting (the “Service Provider”).

### 1) Services.

- a) Service Provider shall provide professional resume writing, interview preparation, and related services (the "Services") to the Client. These terms and conditions shall collectively be referred to herein as the "Agreement."
- b) Client acknowledges and agrees that Service Provider may use subcontractors and consultants to perform the Services to be provided under this Agreement.
- c) Client acknowledges and agrees that all services and products are valid for a total of 90 consecutive days. After 90 days, Service Provider will have no obligation to Client. Service Provider will not be obligated, responsible, or liable for any service or product purchased by, or promised to, Client.
- d) One (1), one-on-one Coaching Session: This is one 60 minute coaching session. All coaching will take place during the 60 minute timeframe that was scheduled. Any additional inquiries can be addressed by Service Provider, but Service Provider is not required to assist or coach Client outside of the 60 minute timeframe that was scheduled. It is Client’s responsibility to be present and prepared for the 60 minute timeframe scheduled and agreed upon. The price is set by Service Provider and subject to change at any time without notice.
- e) Five (5), one-on-one Coaching Sessions, (a.k.a: “Basic Package”): This is a package of five 60 minute sessions. Coaching will take place within the 60 minute sessions and Client will have access to Service Provider via email for reasonable coaching requests including, but not limited to, reviewing networking email and helping to draft Thank You emails. There is no guaranteed turnaround time for Service Provider’s response and should only be expected during standard working hours, Monday through Friday, 9am - 5pm Eastern time, excluding US Holidays. Client may opt to schedule one (1) 90 minute Career Story session (as defined below). The Career Story session will be considered one (1) of the five (5) sessions and thereby deducted from the five (5) Session Package. It is Client’s responsibility to be present and prepared for all session timeframes Client scheduled. The price is set by Service Provider and subject to change at any time without notice.
- f) Optimization Package: After purchase, Client will submit a completed questionnaire that was provided to them with a copy of their resume and

LinkedIn profile URL. Service Provider strives to return a first draft to Client, 48 hours after the questionnaire has been submitted. There is no guaranteed turnaround time from Service Provider to Client for any documents included in this service. Once Client has been provided the first draft of their new documents, Client has 5 business days to respond with reasonable edits. If Client does not respond within that timeframe, any edits will be subject to a \$50 charge. The price is set by Service Provider and subject to change at any time without notice.

- g) Second Resume Add-on: This service must be purchased in conjunction with the Optimization Package. This is not a standalone service. After purchase, Client will submit a completed questionnaire that was provided with a copy of their resume and LinkedIn profile URL. Service Provider strives to return a first draft to Client, 48 hours after the questionnaire has been submitted. There is no guaranteed turnaround time from Service Provider to Client for any documents included in this service. Once Client has been provided the first draft of their new documents, Client has 5 business days to respond with reasonable edits. If Client does not respond within that timeframe, any edits will be subject to a \$50 charge. The price is set by Service Provider and subject to change at any time without notice.
- h) Cover Letter: This service provides Client with a professionally written cover letter geared towards a job title, company, and/or industry of their choice. There are no outcome guarantees for this service.
- i) One Career Story Session: All coaching will take place during the 90 minute timeframe that was scheduled. Any additional inquiries can be addressed by Service Provider, but Service Provider is not required to assist or coach Client outside of the 90 minute timeframe that was scheduled. There is no guaranteed final product or outcome after the 90 minute session. It is Client's responsibility to be present and prepared for the 90 minute timeframe scheduled and agreed upon. The price is set by Service Provider and subject to change at any time without notice.
- j) 20 for \$25: 20 minute meeting for Client and Service Provider to discuss any questions or concerns related to career, resume, LinkedIn profiles, and other related topics that Service Provider deems appropriate. This meeting is not a coaching session and Service Provider is not obligated to provide any coaching or feedback.
- k) Premium Package: This Package is a combination of 5 coaching sessions (a.k.a "Basic Package"), Optimization Package, and Cover Letter. The terms listed under each of these components above apply when Client purchases the Premium Package.
- l) Executive Package: This Package is a combination of 5 coaching sessions (a.k.a "Basic Package"), Optimization Package, Second Resume Add-on,

and two Cover Letters. The terms listed under each of these components above apply when Client purchases the Executive Package.

**2) Fees.**

- a) **Fees.** As consideration for Service Provider's rendition of the Services, Client agrees to pay Service Provider the fees set forth on the Services page of the Service Provider's website (the "Fees"). Where applicable, the Fees are exclusive of taxes, levies, duties, governmental charges and expenses (with the exception of any Service Provider's income taxes), which amounts will be billed to and paid by Client.
- b) Service Provider can charge a fee if Client fails to return documents or information requested by Service Provider in 5 business days or less from the date of the inquiry or request. If after the 5 business day period the Client wants to provide edits, feedback, and information, Client will be subject to a fee at the Service Provider's discretion
- c) All fees are set at the Service Provider's discretion and can be changed at any point in time. All fees charged are non-refundable.

**3) Scheduling, Rescheduling, and Cancellation of Appointments.**

- a) Client is responsible for scheduling and rescheduling all sessions using the link(s) provided after purchase.
- b) Client is responsible for tracking and managing Client's 90 day active service timeframe. Service Provider does not guarantee any reminders prior to service expiration.
- c) Client may elect to cancel or reschedule appointments with the Service Provider. Client is responsible for rescheduling appointments, regardless of whether the original appointment was canceled by Client or Service Provider. All sales are final. If Client purchases a product or service and opts not to use it or cancels, Client will not be entitled to a refund. If Client provides prior notice to reschedule the appointment, Client may reschedule with no penalty. If Client does not cancel or reschedule their appointment and fails to show up within 15 minutes of their scheduled appointment time, Client will forfeit the appointment and will not be entitled to any refund. Refunds may be issued at Service Provider's discretion. This will be decided on a case-by-case basis, if necessary.
- d) From time to time Service Provider may need to reschedule appointments. Service Provider shall have the right to reschedule appointments so long as Client receives at least 1 hour advance notice. If Service Provider cancels an appointment, Service Provider will make every reasonable effort to be available at a time that works for both the Client and Service Provider. In the event that a suitable replacement date cannot be identified within 90 days after Service Provider cancels an appointment, Service Provider may issue a refund.

- e) Any appointment scheduled with less than 24 hours of notice will be subject to a “Last Minute Fee”. The fee amount is determined at the Service Provider’s discretion.
- 4) **Billing and Payment.** Individual Clients will pre-pay for Services according to the service selected on Service Provider’s website. Corporate and/or Group Clients may, at Service
- a) Provider’s discretion, be billed after Services are rendered. In such cases, Service Provider shall issue invoices to Client pursuant to the timetable set forth in the SOW or RFP. Client will pay invoices in U.S. dollars within ten (10) days of the date of Service Provider's invoice. Payments must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Service Provider. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is higher), payable monthly. If any amounts due to Service Provider from Client becomes past due for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Service Provider's obligations hereunder or under any SOW or RFP.
- 5) **Warranty.** The Services to be performed hereunder are in the nature of professional resume review, interview preparation, communication skills and related services. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all federal, state, county, municipal or local governments applicable to performing the Services hereunder. **LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 4 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS**

REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF ANY AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

- 6) **Ownership of Work Product.** This is not a work-for-hire agreement. The copyright in all deliverables created under the Agreement for Client shall belong to the Service Provider. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider, subject to a worldwide, non exclusive license to Client for its internal use as intended under this Agreement. This agreement does not grant Client any license to any of the Service Provider's products, which products must be licensed separately.
  
- 7) **Confidentiality.** The parties acknowledge that to perform the Services one party may disclose to the other confidential and/or sensitive information ("Confidential Information"). The party disclosing information is referred to as the "Disclosing Party" and the party receiving information as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or activities including, but not limited to, financial, legal, technical, marketing, sales and business information, which is (a) marked as confidential at the time of disclosure; or (b) is unmarked (e.g., disclosed orally or visually) but is identified as confidential at the time of disclosure; or (c) due to the nature of the information or the circumstances of disclosure, would be understood by a reasonable person to be confidential. The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its employees, subcontractors, consultants and representatives who have a need to know such information to perform the Agreement. The Receiving Party shall only use Confidential Information in furtherance of its performance of the Agreement, and not for any other purpose or for the benefit of any third party. Receiving Party's obligations to protect the Confidential Information will survive for two years after the termination of this Agreement. These confidentiality obligations shall not apply to any information which: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (iii) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; or (iv) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation. In no event shall Service Provider's use or disclosure of information relating to the development, improvement or use of any

of Service Provider's products be subject to any limitation or restriction. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be returned to the Disclosing Party promptly upon the Disclosing Party's request or within ten (10) days of the expiration or termination of this Agreement.

8) **Indemnification.** Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) material breach of any terms of this Agreement. The Indemnifying Party's liability under this section shall be reduced proportionally to the extent any act or omission of the other party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim. SECTION 7 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

9) **Limitation of Liability; Actions.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE UNDER THIS AGREEMENT TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SERVICE PROVIDER'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS

RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

10) **Cooperation of Client.** Client agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services. For Corporate/ Group Clients - Client agrees to furnish without charge adequate space at Client's premises for use by Service Provider's personnel while performing the Services. In the event that the Service Provider shares documents or information with the Client that requires a response from Client, Client has 5 business days to respond or else will forfeit the right to make edits or provide feedback.

11) **Term and Termination:**

- a) **Term:** The term of this Agreement shall commence upon execution by the Client and run until the agreed upon number of sessions are completed, unless sooner terminated as set forth herein.
- b) **Termination for Breach.** Either party may terminate this Agreement at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non monetary breach after twenty (20) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.
- c) **Termination Without Cause:** This Agreement can be terminated by either party, for any reason with or without cause, upon five (5) days' prior written notice to the other party.
- d) **Obligations Upon Termination.** Termination of this Agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination each party shall return the other's Confidential

Information in its possession at the time of termination. Upon the termination, Client shall promptly return to Service Provider any equipment, materials or other property of the Service Provider which are in Client's possession or control.

- 12) **Non-Solicitation.** During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, Client agrees not to directly solicit or induce any person who performs Services hereunder on behalf of Service Provider to leave the employ of Service Provider. Client is not prohibited from responding to or hiring the Service Provider's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.
  
- 13) **Relationship of the Parties.** The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
  
- 14) **Force Majeure.** Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within 5 business days of its occurrence, which notice shall include a description of the force majeure event and an estimate of the length of time such event will delay or prevent performance hereunder.
  
- 15) **Partial Invalidity and Severability.** In the event that any part or portion of this



Agreement is deemed to be invalid, illegal, or otherwise unenforceable: (1) the parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement; and (2) the remaining provisions of the Agreement shall be severable from the invalid, illegal, or unenforceable provisions and continue in full force and effect.

16) **Publicity:** Subject to the confidentiality provisions set forth herein, Service Provider shall be free to disclose to the public that Client is a client of Service Provider, and may use Client's name to make such statement.

17) **Assignment.** Client may not assign, delegate or otherwise transfer this Agreement or its obligations hereunder, in whole or in part, without the prior written consent of Service Provider, with such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this section shall be null and void. No permitted assignment or delegation will relieve Client of its obligations under this Agreement, and as such, Client shall remain primarily liable in connection therewith. Service Provider shall be entitled to assign or otherwise transfer this Agreement, in whole or in part, without the prior consent of Client.

18) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the address set forth below or as otherwise designated by a party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (1) upon receipt by the receiving party; and (2) if the party giving the notice has complied with the requirements of this section.

**Notices to Service Provider:**

Stephanie Graham  
Graham Solutions, LLC  
8616 2<sup>nd</sup> Ave. #612  
Silver Springs, MD 20910

**19. Notices to Client:** will be sent to the address provided by Client during the purchase of Services. **Survival.** Following the termination of this Agreement, any provision set forth herein which, by its very nature, is intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions

respecting ownership of work product, confidentiality, indemnification, limitation of liability, non-solicitation, accrued payment obligations, and governing law and venue.

20. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
21. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Maryland without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court with jurisdiction over Montgomery County, Maryland. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.
22. **Attorneys' Fees.** If either party incurs any legal fees associated with the enforcement of this Agreement or any rights hereunder, the prevailing party shall be entitled to recover its reasonable outside attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.
23. **Collection Expenses.** If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.
24. **Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they pertain. This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.
25. **Entire Agreement; Modification.** The Agreement sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise, relating hereto. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. The parties acknowledge and agree that they are not relying upon any representations or statements made by the other party or the other party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.