

STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into and effective as of

(“Effective Date”) by and between

having its principal place of business at

(“Company”) and Johns & Taylor, LLC (“Contractor”), having its principal place of business at 923 Haddonfield Road, Suite 300, Cherry Hill, NJ 08002, and a Federal Employer Identification Number (“EIN”) of 83-4528688 (together, the “Parties”).

This SOW is expressly incorporated in and made a part of the Master Company Services Agreement between the Parties dated _____. As such, the Parties’ conduct in connection with this SOW is governed at all times by the provisions of that Master Company Services Agreement, as modified and supplemented by this SOW.

Company engages Contractor to render, on behalf of Company, certain services defined and described in this SOW, as follows:

1. PROJECT SERVICES

Contractor will provide the following services to Company according to Section 1 of the Master Client Services Agreement:

Podcast Taxi “Interview” Podcast Production Services for up to four weekly audio episodes of up to 30 minutes each per monthly service period, including:

- Pre-production research services, including scheduling and confirmation of remote guests.
- Audio post-production of Company’s supplied voice recording, incidental music, and supporting audio tracks into a single podcast episode of up to 30 minutes in finished length.
- Creation of supporting promotional content, including show notes, social media quotes, and social media images.

- Staging of finished episode, show notes, and images on the Company's supplied publishing platform.

Contractor will appoint a project manager to coordinate receipt of Company-submitted production elements. The project manager will supply deadlines and milestones for at least four future episodes.

Although the Contractor's process is optimized for weekly-distributed productions, the Contractor strongly recommends a production lead time of 2-4 weeks to avoid interruption of weekly delivery to end users. The Contractor will advise Company in advance of staff vacations and other scheduled events that may impact routine production. In rare instances, the production schedule may require the Company to deliver required assets for more than one episode within a single calendar week.

A typical production schedule will require the Company to deliver all required audio assets for a specific episode before an agreed-upon deadline. The Contractor will make every effort to deliver a finished episode before 11pm Eastern U.S. Time on the second business day following the receipt of required assets.

The first episode produced under this SOW can be re-edited at no additional charge and delivered on the second business day following receipt of consolidated Company feedback. For subsequent episodes, re-edits based on editorial, non-technical feedback are subject to additional fees to be specified under a Change Order.

Delivered episodes will be edited to a maximum run time of 30 minutes. In the Contractor's experience, very long monologues or interviews perform more effectively when split into multiple episodes or segments. Should the Company require a single episode to run longer than 30 minutes, the project manager will issue a Change Order for custom production services.

2. TERM

The term of this SOW is from the Effective Date written above (unless this SOW or the Master Company Services Agreement is terminated sooner according to the terms of Section 3 of the Master Company Services Agreement), or until a period of one year passes, at which point both Parties will be required to renew the Master Company Services Agreement and accompanying SOWs if they so desire. Either party may terminate this agreement at any point in time by providing 7 (seven) calendar days notice to the other party. Contractor will retain any fees paid to date, including those of the current month, and Company will not be billed again.

3. COMPENSATION

Company will pay Contractor compensation for the services provided according to this SOW as follows:

\$995 per calendar month, plus a one-time \$295 project initiation fee.

For scheduling and billing purposes, a calendar month refers to the date of the month on which the Company has elected to initiate automatic monthly payments. The first month of this production cycle includes an onboarding period of up to two weeks, before the first episode is delivered.

Fees are payable in advance, and must be received by Contractor before commencement of project. Change Orders will be issued by the project manager upon Company request. Monthly fees will be billed automatically to the debit or credit card posted to the Company's online account. The Company must maintain a valid form of payment for this SOW to remain valid.

All fees are refundable until the project manager has confirmed that production has commenced on the first episode. Once pre-production has started, the project initiation fee is no longer refundable. Once audio post-production has started, the monthly service fee is no longer refundable.

COMPANY NAME:

Signature:

Date:

Name:

Title:

CONTRACTOR NAME:

Signature:

Date:

Name:

Title: