

Statement of Work & Content Agreement

PARTIES

Sonolusso Botanicals & Organics ("Sonolusso"), signed by Linda B. James, CEO & Founder; and **Mackenzie "Kenzie" Lauto**, doing business as SociallyMackenzie ("Kenzie").

THE WORK

This is a one-time project. Nothing recurs, and any future work needs a separate written agreement signed by both parties (§15). Kenzie delivers:

- **Strategy document**, including the Instagram audit, delivered as a PDF: \$300.
- **Video 1, product-focused**, created and presented by Kenzie: \$100.
- **Video 2, brand and lifestyle-focused**, created and presented by Kenzie. LBJ is not required to appear on camera: \$100.

Both videos are vertical and TikTok-native, ready for Instagram Reels, and are made after the strategy document is approved. Each deliverable includes one revision round (§3).

FEE AND PAYMENT

\$500 total, nothing recurring, paid as two invoices due on receipt: **Invoice 01, \$250**, at kickoff, October 8, 2026; and **Invoice 02, \$250**, when all deliverables are approved (including approval by no response under §3). "Completion" means the strategy document and both videos are approved by Sonolusso, or count as approved under §3. Kenzie provides a completed Form W-9 before the first payment (§8).

TIMING

Both parties sign by October 7, 2026. Kickoff is Thursday, October 8, 2026. Completion is estimated 3 to 5 weeks from kickoff; there is no fixed finish date, and the rules for delays are in §11.

TERMS

§1 Ownership of the Work

Sonolusso owns **all final deliverables** made under this agreement: the strategy and audit document and both videos. It also owns the unused footage and rejected drafts made for this project. On payment, Kenzie irrevocably assigns to Sonolusso all right, title, and interest in them, to the fullest extent the law allows. Where ownership cannot legally be assigned, Kenzie grants Sonolusso an exclusive, perpetual, irrevocable, worldwide, royalty-free license instead. Sonolusso may transfer this license only as part of a sale of the Sonolusso business, and may sublicense it only to ad platforms, agencies, and vendors acting for Sonolusso.

Sonolusso may publish, edit, crop, shorten, caption, reformat, and combine the work with other material, in any media, without further approval. Kenzie keeps her own channels, her general skills and methods, and anything she creates outside this agreement. She may not sell, license, or syndicate Sonolusso-branded content to anyone else without written consent. Sonolusso's trademarks, branding, and packaging remain Sonolusso's.

Portfolio: Kenzie may show a video in her portfolio only after Sonolusso publishes it, with credit to Sonolusso. She never shows the audit findings, analytics, strategy contents, or unreleased material.

§2 Name, Image, Likeness & Voice

Kenzie appears in the videos, so she grants Sonolusso a perpetual right to use her name, image, likeness, and voice as they appear in the deliverables. This right is limited to Sonolusso's own channels and its own advertising, including paid ads, its website, email, and retail materials. Sonolusso will not sell or sublicense her likeness to any third party, and will not use it to suggest she endorses any other product or brand. Her biography and social handle are used only as she supplies them. Kenzie may use her own appearance in the videos for non-commercial purposes after Sonolusso publishes them.

§3 Approval, Revisions & Reshoots

All content needs Sonolusso's approval before anyone publishes it. If Sonolusso does not respond to a delivered deliverable within 10 business days, it counts as approved. The fee includes **one revision round per deliverable**. A round is one consolidated set of written changes, sent together. Fixes needed because a deliverable misses the agreed brief, gets product facts wrong, or has a technical or compliance problem do not use up the round. If a video materially fails the brief, or has a defect editing cannot fix, Sonolusso may ask for **one reshoot at no charge**. Changes that come only from Sonolusso changing the creative direction after delivery are paid extra, and only if both parties agree in writing.

§4 Product Claims

Kenzie uses only Sonolusso-approved factual product information and claims. She makes no statement that a Sonolusso product diagnoses, treats, cures, or prevents a disease, guarantees a medical result, or provides any medical or therapeutic benefit not approved in writing. Sonolusso may require any unapproved or misleading claim to be corrected or removed. The risk of the claims Sonolusso approves is Sonolusso's.

§5 FTC Disclosure

If Kenzie posts or shares the content through her own accounts, she clearly discloses the paid relationship with Sonolusso: **#ad** or **#sponsored** in the first lines of the caption, said aloud in the first 5 seconds of video, with the platform's paid-partnership label turned on. Disclosure is never buried among hashtags or links. She shares only honest opinions and experiences.

Sonolusso, as the advertiser, is responsible for setting up, maintaining, and monitoring the disclosure program required by 16 CFR Part 255. The Sonolusso FTC Disclosure Standard is attached as Exhibit A and acknowledged on signing.

§6 Products Provided

Sonolusso will provide Kenzie, at no charge, four Sonolusso products for use in creating the deliverables: **[TO BE CONFIRMED BY SONOLUSSO: products and total retail value]**. Kenzie may keep them after the project. They are not additional compensation. Their fair market value is reportable on Kenzie's Form 1099-NEC (§8).

§7 The Fee Is Full Payment

The \$500 fee is Kenzie's full payment for the work and for every right in this agreement. There are no royalties, residuals, commissions, licensing fees, revenue share, or payments based on views, engagement, or sales. Sonolusso may keep using, editing, and republishing the content with nothing more owed. Any customer discount, commission, or affiliate arrangement would need a separate written agreement.

§8 Independent Contractor & Taxes

Kenzie is an **independent contractor**, not an employee, partner, or agent of Sonolusso. She cannot sign contracts, make pricing commitments, or otherwise bind Sonolusso, and she is responsible for her own taxes. She provides a completed Form W-9 before the first payment. Sonolusso reports payments on Form

1099-NEC, including the fair market value of the products in §6, and may hold payment until it receives a valid W-9.

§9 Confidentiality & Originality

Confidentiality is mutual. Each party keeps the other's nonpublic information private and uses it only for this project. For Sonolusso that includes unreleased products, formulas, pricing, plans, campaign concepts, and customer information; for Kenzie it includes her rates and working process. This survives the end of the agreement.

Kenzie's work is original except for material Sonolusso supplies or approves. She uses no third-party music, images, video, or trademarks unless they are cleared for Sonolusso's commercial use, and she does not knowingly infringe anyone's rights.

§10 Account Access

Authorized access only, never passwords. Any account access is through an authorized platform business-access method, limited to what the audit reasonably needs. No personal passwords are required or shared. Access ends when the project ends.

§11 Timing, Changes & Expenses

Timing is an estimate, not a deadline. If Sonolusso's feedback or approvals slip by more than 30 days, Kenzie may propose a written change to the schedule or scope. If Kenzie misses an expected delivery by more than 14 days without good reason, Sonolusso may end the agreement immediately under §12. Any change to scope, schedule, or price must be in writing and signed by both parties. There are no expenses unless Sonolusso approves them in writing beforehand.

§12 Ending the Agreement

Either party may end this agreement on **5 business days' written notice** (email counts). Sonolusso may end it immediately if Kenzie materially fails to perform, misses an expected delivery by more than 14 days without good reason (§11), refuses an included revision, makes unapproved or misleading claims, breaches confidentiality, or infringes someone's rights. On ending, Kenzie is paid for approved work completed, at the phase prices (\$300 for the strategy document, \$100 per video). If the \$250 kickoff payment is more than the approved work is worth, Kenzie refunds the unearned part within 14 days. Sonolusso's ownership and rights in work it has paid for survive.

§13 Liability, Indemnity & Remedies

Liability is limited both ways: neither party is liable to the other for indirect, incidental, or consequential damages, except where caused by intentional or negligent acts. **Indemnification is mutual:** each party defends and holds the other harmless against claims arising from its own wrongful acts in this engagement. **Remedies are mutual:** either party may pursue any remedy the law allows, including asking a court for an injunction to stop ongoing misuse. Each party pays its own legal fees.

§14 Disputes, Governing Law & Venue

If a disagreement comes up, the parties first talk it through in good faith for at least 30 days. If that does not settle it, either party may bring a claim in small claims court, or in another court if the amount is over the small claims limit, in the venue named below. This agreement is governed by the laws of the State of Indiana.

Venue: Indiana.

§15 General

Entire agreement: this document, with Exhibit A, is the whole agreement for this project and replaces earlier drafts and discussions. Changes must be in writing and signed by both parties. **No guarantee of future work:** neither party is obligated to any future project; any future work needs a separate written

agreement. **Delays outside either party’s control:** neither party is liable for delays caused by events outside its reasonable control. **Severability:** if any term is unenforceable, the rest still apply. **Electronic signatures** have the same force as originals, and the agreement may be signed in counterparts.

EXHIBIT A: SONOLUSSO FTC DISCLOSURE STANDARD

Referenced in §5. Under 16 CFR Part 255, Sonolusso is the advertiser and carries the responsibility to set up, maintain, and monitor this program.

When Kenzie posts Sonolusso content on her own accounts

- **Instagram posts:** #ad or #sponsored in the first two lines of the caption, above the “more” fold, with the paid-partnership label turned on
- **Instagram Stories:** the Paid Partnership sticker or a clearly visible #ad; in video, say it aloud in the first 5 seconds
- **TikTok:** #ad in the first line, said aloud in the first 5 seconds, with the Branded Content toggle on
- **Reels and longer video:** lead with a spoken disclosure; on-screen text is the backup, not the main signal
- **Gifted products count:** the four products in §6 are a material connection and are disclosed too

What does not count as disclosure

- #sp, #collab, #partner, “gifted,” or “ambassador” on their own
- A hashtag buried in a block of hashtags at the end of a caption
- A text overlay on screen for less than 2 seconds

What Sonolusso does as the advertiser

- Gives this standard to Kenzie before anything is posted
- Checks Kenzie’s posts about Sonolusso for proper disclosure and approved claims
- Asks for a fix within 48 hours if a disclosure is missing, and keeps a short log of these checks

SIGNATURES

FOR SONOLUSSO BOTANICALS & ORGANICS

Linda B. James

CEO & Founder

SIGNATURE

DATE

CREATOR

Mackenzie Lauto

SociallyMackenzie · mackenzielauto1@gmail.com

SIGNATURE

DATE

☐ Kenzie acknowledges receiving the Sonolusso FTC Disclosure Standard (16 CFR Part 255), Exhibit A.

This document is not legal advice. Attorney review is recommended: the Indiana law and venue clauses should be reviewed by each party’s attorney before signature.