

TERMS AND CONDITIONS

WHEREAS, "Agency" creates marketing, promotions, business improvement, and electronic media development and "Client" desires to utilize and compensate the products and services of Agency. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SERVICES: Agency agrees to provide the products and services described in this Agreement (also known as "Contract") attached hereto and/or incorporated herein.

WEB DEVELOPMENT: For any web development services Client has Agency perform, Client understands and agrees that data will be added, changed, altered, and deleted from Client's Webhost Server by Agency. Client authorizes Agency to access this account and authorizes Webhost to provide Agency with "write permission" for the Client's web root directory as well as any other directory, programs, or apps which need to be accessed for this Agreement. Content for the web will be provided by Client unless otherwise stated in writing. This Agreement does not necessarily include Webhosting services unless specifically stated in the Agreement.

PAYMENT: The Client agrees to pay Agency, as full consideration for all the products and services to be delivered by Agency to Client, the amount set forth in this Agreement. Payment shall be made to Agency in the amounts and at the time specified in this Agreement in US dollars. Agency shall invoice Client for a sum equal to the difference between monies already paid by Client and the actual total cost of services as determined by this Contract, at the conclusion of services to be performed (the "Invoice") or other time-frames as outlined by this Contract. Client agrees to pay the full amount of the Invoice upon receipt.

INTEREST CHARGES: Client understands that the fee described herein is based upon the agreed upon advertising, marketing, or other services to be performed by Agency. Amounts not paid when due in accordance with Payment section above shall accrue interest ten (10) days from the due date on the invoice at the rate of one and one-half percent (1-1/2%) per month or the maximum amount permitted by applicable law, whichever is more, in addition to all other remedies to which Agency may be entitled to.

CANCELLATION OF CONTRACT: Agency may provide written notice to Client of their intent to cancel. Upon Cancellation, Client will no longer be responsible for any financial compensation to Agency from the date of cancellation or thereafter. Any invoices up to the date of cancellation must be paid by Client and no previous payments made will be refunded.

In the event Client elects to cancel this Agreement, for Flat Fee based projects / jobs, Client agrees to provide 7 days advance written notice to Agency and to pay Agency for any promotional or marketing materials created, any consult fees, or other expenses incurred according to Agency Rate Card from the dates between the start of Contract to Date of Cancellation in addition to a 10% of original contract total cancellation fee. For Month-To-Month based projects / jobs, if Client wishes to cancel the contract prior to its natural termination, Client agrees to pay Agency for all months not yet fulfilled by the contract from date of termination to the end of the contract.

CONFIDENTIALITY: The Client and Agency both recognize and acknowledge that each possess proprietary information and processes which are valuable, special, and unique assets of their respective businesses. Each party shall not, during or after the term of this contract, in whole or in part, disclose such secrets, information, or processes including, but not limited to, names, locations, and other identifying information concerning their clients, prospective clients, vendors, suppliers, prospective and current business transaction information, arrangements, electronic processing, electronic data processing, work processing, and/or computer programs, and other electronic products and records, price lists, training materials, business methods, procedures, business forms, advertising, marketing, and promotional materials without prior written consent from the other party. Each party is directly responsible for ensuring the safety and confidentiality of all company and client property, including client lists, financial information, and electronic files. All property and content (verbal, written, and electronic) cannot be reproduced, disseminated, or presented to third parties without prior written permission from the other party. The Client does give Agency the right to use their company name, logo, location, contact information, images, likeness, and other identifying information including level of success or achievement achieved for Client to use in Agency's networking, marketing, and promotional material. Some work-flows, processes, formatting, operations, materials, layouts, ideas, concepts, and other factors Agency uses in Client's scope of work, whether created before or during the period of this Agreement, maybe be used by Agency in other projects with Agency clients outside this Agreement, so long as Agency alters the work enough, as determined by Agency, to be distinguished as sufficiently different from scope produced for Client.

COPYRIGHTS AND TRADEMARKS: The Client represents to Agency an unconditional guarantee that all elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Agency for inclusion in any promotional or marketing material are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Agency from any claim or suit arising from the use of such elements furnished by Client. Rights to photos, graphics, and CGI programs which were not owned by Agency are limited to the Client's use only; the products themselves remain the property of their respective owners. In the event Client provides Agency any copyright or trademarked material that Agency uses and is financially or otherwise penalized for by the copyright or trademark holder, Client agrees to compensate Agency for all expenses, penalties, legal fees, hourly time spent addressing violation issues, or any other expenses as it relates to the violation, over and above the amounts due in the Compensation section of this Agreement.

OWNERSHIP: Agency expressly agrees, that at all times during the term of this Agreement and thereafter, that all creative works shall be considered a "work made for hire" under the copyright laws of the United States and that title to such works shall vest in Client. Client shall be deemed the author of, and shall have complete ownership of, the products under this Agreement provided Contract has been fulfilled and same is fully paid for as provided herein. Agency shall have a lien on all property delivered by Client to Agency, and on all digital media, data, or other material made by Agency therefrom. Such lien shall secure payment of the general balance from time to time due to Agency from Client.

SHIPMENT: Shipment of materials to and from Agency shall be at Client's risk and expense. Applicable existing or future local, state, federal or other governmental charges for sales,

manufacturing, excise and like taxes shall be added to all Agency invoices and defined as a Hard Cost to be paid by Client.

DELIVERY: Projects will be completed as rapidly as practicable, taking into consideration the order of delivery to Agency of materials by Client and materials by all other parties, Agency's obligations to other clients, and Agency's facility capacity. If shortages or outages exist as to materials / services required by Agency to complete project, Client agrees to allow Agency additional time or address issues in a manner as Agency, at that time, deems fair, proper, and nondiscriminatory and Client will not hold Agency liable for such shortages deemed out of their control. Should Client or parties affiliated to Client fail to deliver content or materials needed by Agency in order to complete project / work requested by Client by more than 30 days of written request, Agency may invoice client for the entire amount of the project, or in the event of Month-To-Month billing, begin the monthly billing cycle.

INDEPENDENT CONTRACTOR: Client warrants and agrees that in all transactions relating hereto, Agency is an independent contractor. As such, Client is not to withhold any portion of payment for federal or state income, social security, Medicare, or other taxes. Client understands that Agency's role is not to staff Client's business.

RIGHT TO WORK: Client acknowledges that Agency may have other client's that may need to be serviced during the time frame of this Contract and will not inhibit Agency from carrying out said work. Days, time, duration of hours, and tasks Agency will dedicate to fulfilling Contract will be determined solely by Agency.

GUARANTEE: Agency makes no Guarantees or Warranties to any of its products or services, expressed or implied. Agency does not promise that any of its efforts will produce the desired results for the Client. Client indemnifies Agency of any effect or results from any direct or indirect action or non-action Agency makes, suggests, or implies with or without Client approval. There are no warranties expressed or implied of merchantability, fitness, or otherwise, except as herein provided. Agency will only be held accountable for willful, malicious, or deliberate actions that Agency knowingly will cause the Client results that are counterproductive to results Client expressly desired.

NON-WARRANTY AND LIMITATION OF LIABILITY BY AGENCY: Client's data, files, and other materials are received, processed and stored by Agency solely at Client's risk and Agency shall not be liable for loss, damage, or destruction such property, or for delay, unless same results from the willful negligence of Agency or any of its employees acting within the scope of his or their authority. In no event, however, will Agency be liable for more than the replacement value of the Client's blank data storage or any other of Client's unprocessed materials. Agency shall not otherwise be responsible to Client or to any other person for any acts of omissions of any personnel furnished by Agency or shall it be liable for any failure, refusal or neglect on the part of them, or any of them in the performance or nonperformance of their duties.

RETURN OF CLIENT'S MATERIAL: Agency, at its option, may, and shall on written demand of Client made when all outstanding invoices have been paid by Client, return Client's material to Client at Client's expense. At Agency's sole discretion, if any Client data, files, materials, or other property, whether it be physical or nonphysical in nature, has not been claimed within 30 (thirty) days from the

termination of this Agreement, Agency may either; (a) charge a storage fee of 5 (five) dollars per item or property per month to Client, at which point any and all outstanding invoices must be paid prior to Client receiving said item or property; or (b) dispose of, delete, sell, or retain property and ownership rights of said property in perpetuity.

LIABILITY AND INDEMNIFICATION: Client shall indemnify, defend, and hold Agency free and harmless from all suits, claims, demands and other liabilities and expense (including attorneys' fees) arising out of or in connection with the production, distribution, duplication, or exhibition of any marketing or promotional material, or other property in connection with which Agency shall have furnished any goods or services. Additionally, Client understands and agrees that any materials, products, or services that are provided by third parties, even if that third party was exclusively selected by Agency, may experience delays, outages, errors, omissions, misprints, or other disruptions of service or combinations of such and Client will not hold Agency liable or accountable, financially or otherwise from such occurrences.

FORCE MAJEURE: Neither Agency nor Client shall be deemed in default or otherwise liable herein due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, civil disturbance, act of public enemy, embargo, act of Nature, personal injury or illness affecting the key members of the office or personnel, electronic or mechanic breakdowns, any and all data loss, weather conditions that are not consistent with the prescribed event conditions, any failure or delay of any transportation, or other reasons of a like nature which are not the fault of either party.

DEFAULT; BANKRUPTCY; REMEDIES: Should Agency fail to perform the services required herein as when the same are due, except as may be provided in Force Majeure, Delivery, Date of Completion, or due to Client's actions, Agency may be deemed in default herein. Should Client fail to make payment of any sums due herein when and as the same are due or fail to perform its other obligations herein, including delaying, or enabling or allowing work to not be completed, except as may be provided in Force Majeure section, Client shall be deemed in default herein and a decision as to whether this is considered Cancellation of Contract by Client will be made by Agency. Under Client Default, Client additionally authorizes Agency to suspend any and all services which are in default. This includes, but is not limited to, suspension of web hosting, suspension of email hosting, suspension of domain registration (which could result in ultimate loss of the domain name back to registrar), suspension of Social Media or other marketing, removal of Client access from any online accounts, and other remedies Agency sees fit. Failure of Client to correct default within 30 calendar days could result in manipulation or loss of any and all data stored by Agency. Client gives Agency the right to sell any information, data, materials, or other items of monetary value Agency deems fit in an attempt to pay fees Client has accumulated with Agency. Each party shall be entitled to all remedies available at law or in equity to enforce the terms hereof. Terms of default includes the Client going "out of business" and/or ceasing to operate. Either party shall be entitled to terminate this Agreement by written notice to the other party if that other party shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with his creditors or shall have an execution levied on his goods, or, being a corporation, shall go into liquidation (other than in connection with a plan of consolidation or amalgamation) or have a resolution for its winding up or have a receiver

appointed. The termination of the Agreement shall not absolve Client of any charges which have been incurred up to the date of termination.

MANDATORY BINDING ARBITRATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the services provided in relation to this Agreement, shall be submitted to Mandatory Binding Arbitration. Disputes shall include representations made by the Agency, Client, or any other person or entity in connection with the work to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence, and/or fraud. All parties agree that any dispute arising between the parties shall be submitted to confidential arbitration in a location chosen by the Agency. Arbitration under this agreement shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class action proceedings or otherwise.

ATTORNEY AND COLLECTION FEES: Should any legal or Arbitration proceedings be brought in order to enforce the terms of this contract, the Client agrees to front the costs of retaining legal representation, attorneys' fees, reasonable costs, and expenses incurred in prosecuting or defending such action for Agency and Client. In the event Client is the prevailing party, Agency shall not be responsible for reimbursing Client for the fronted costs described above. In the event Agency must instate the collection process against Client for any unpaid balance, the Client agrees to pay all fees incurred by that process and agrees that Agency may report payment delinquencies to any of the three credit bureaus.

SEVERABILITY: This Agreement may be executed in one or more counterparts, duplications, or copies, each of which shall be deemed an original. If any provision, provisions, or portions of any provision of this Agreement shall be held invalid, illegal, unenforceable, or in conflict with the law of within the state where this Agreement was executed, the validity, legality, and enforceability of the remainder of the provision and provisions shall not in any way be affected or impaired thereby.

GOVERNING LAW: This Agreement is governed by and will be construed in accordance with the laws of the State in which the Agency is located.

NOTICES: Any notice given herein, including this Agreement, shall be in writing and may be delivered personally or sent postage prepaid by postal service at the address(es) indicated in this Agreement, and/or communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet. The signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party. Notice shall be deemed received upon actual receipt if personally delivered or upon the signature date of the return receipt if mailed.

INTERPRETATION: This document contains the entire Agreement between the parties and may be altered or amended only in a writing executed by both of them. The paragraph titles are included

solely for convenience and shall in no event affect or be used in connection with interpretation of this Agreement.

CHANGE ORDERS: Any changes to this Agreement must be made in writing by both Agency and Client. Any changes requested after any promotional or marketing material are deemed finalized by Client are subject to additional charges at the rate contained herein or if not indicated, as otherwise posted by Agency. Client's failure to attend any scheduled events, meetings, or delivery of materials to Agency on a timely and consistent basis may constitute a breach of this Agreement and initiate a Cancellation of Contract by Client.

ENTIRE BINDING AGREEMENT: This written instrument, including any additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire Agreement and all promises, covenants, and warranties between the Agency and Client and is effective once executed by both parties. It can be changed only by a subsequently written instrument signed by both parties. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators.

NON-RELIANCE CLAUSE: Both Agency and Client hereby acknowledge that they have not received or relied, nor could have relied upon any statements, representations, promises, agreements, or inducements by Agency which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. The parties execute this Agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this Agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this Agreement and have had the opportunity to do so.

**THIS IS A LEGALLY BINDING AGREEMENT.
AGENCY AND CLIENT ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**