

**TERMS & AGREEMENT FOR DESIGN/MARKETING SERVICES
CLEAR MARKETING & DESIGN, LLC**

In consideration of the terms herein contained, CLEAR MARKETING & DESIGN LLC, hereinafter referred to as "Firm" and parties requesting business services from Firm, hereinafter referred to as "Client(s)", mutually agree as follows:

The Firm agrees to provide marketing/design services for Client as agreed to in Firm/Client contract.

(1) For said services and undertaking, the Client(s) agree to pay a base retainer fee which is billed at an hourly rate for Firm's time in reference to any and all actions concerning this undertaking.

Or

Client(s) agree to pay a fixed fee of quoted 'fixed' amount for any and all actions concerning this undertaking.

NO WORK WILL BEGIN ON YOUR DESIGN/MARKETING UNTIL THE RETAINER OR FIXED FEE IS PAID IN FULL.

(2) The Firm expressly reserves the right to withdraw from this Agreement by giving appropriate notice to Client(s) and a refund of any unearned retainer fee.

(3) Client(s) agree to pay Firm in full for any expenses incurred within fourteen (14) days of receipt of any interim billing statement and agrees to work out payment arrangements with the Firm, if necessary, on fees incurred that are acceptable to both parties within thirty (30) days of billing.

(4) If the Client(s) fails to comply with the above payment arrangement, Client(s) agree that Firm may elect to withdraw from the Agreement by giving appropriate notices and without providing a refund.

(5) Upon completing the project, the Client(s) has 14 days to review and request one final request for edits within the confines of the original request, Client(s) agree that Firm will charge fees for additional requests.

(6) It is stipulated and agreed that the services contemplated by this Agreement do not extend beyond what is listed in this Agreement. The Firm shall not be liable for any design/marketing materials which it did not produce as original works/ideas; and the Firm shall not be liable for any alterations which are made to its original works/ideas after this Agreement.

(7) If Client(s) is/are in default under this Agreement and said Agreement must be enforced through any legal proceedings, or by the consultation of employment of a collection service or attorney, Client(s) agree to pay a reasonable collection/attorney fee for the cost of collection on this contract for services, court costs, and all other costs and expenses incurred in connection with collection efforts. Client(s) further agree to the payment of interest at the rate of twelve percent per month (12%) on any amounts due to Firm. Client(s) further waives as the amounts due hereunder all rights of exemption of property under the Constitution and laws of Alabama

and every state of the United States. Demand, presentment, protest, notice of protest, suit and all requirements necessary to hold the undersigned Client(s) liable are hereby waived.

(8) The Firm's fee is based on the amount of time the Firm devotes to this Agreement. It is impossible to determine in advance how much time will be needed. Client(s) will be billed for all time spent on his/her work under the Agreement. Unless expressly stated in Section One of this Agreement, Firm does not represent Client(s) in this matter on a fixed fee or lump sum fee that is paid in advance of work to be performed. This Agreement is for an hourly rate with a retainer paid for the prepayment of work to be performed for Client(s). Any figures quoted for the total cost of services and expenses are merely estimates and may vary.

(9) Firm has discussed the facts involved in computing Client(s)' fee and have discussed the probable cost to Client(s). Realizing that the payment of this fee represents the expenditure of considerable funds, the Firm encourages Client(s) to be certain of Client(s)' desire to proceed and emphasizes that such action should be taken only after careful consideration on Client(s)' part.

(10) Money matters are not pleasant to discuss, but good policy dictates a forthright discussion of the costs at the beginning of any Agreement. In the Firm's judgment, it is important that you understand the costs to you and the basis for the Firm's fees charged to you.

(11) By completing payment(s), Client(s) confirms that he/she has read, understands and agrees to the terms of the above agreement for design/marketing services provided by the Firm.

(12) In turn and through complete payment, Client(s) will have ownership of requested work (not to include design files and/or program files used to create requests unless expressed specifically in the invoice or contract) from the Firm.

(13) The Firm has the right to showcase work in its portfolio and/or other marketing materials; the Firm also may include signature, watermark or other marking of its name and/or logo in final design.

(14) This Agreement constitutes the entire agreement between the parties and there are no outside or collateral agreements.

(15) Throughout this Agreement, the masculine gender shall be deemed to include the feminine, the singular, the plural and vice versa, whenever the context admits such construction.

(16) THERE ARE NO OUTSIDE OR COLLATERAL AGREEMENTS IN REFERENCE TO THE FIRM'S FEE AND THE DESIGN/MARKETING WORK BEING PROVIDED.