

# MASTER SERVICE AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into effective as states on your proposal and between (the “**Client**”), as signed in the proposal, and MJW Meda, Inc (“**Firm**”), located in New York, New York 10065. (the “**Client**” and the “**Firm**” collectively, the “**Parties**”).

1. **Services.** The Client desires to retain Firm as an independent contractor to perform the “**Services**” described in this Agreement, including as set forth in Exhibit A annexed hereto. The Parties also may mutually agree that the Firm shall provide additional services from time to time.
2. **Fees / Payment.**
  - a. Client shall pay Firm fees as described in Exhibit A.
  - b. Firm shall not perform services other than those described in Exhibit A without the Client’s advance written (electronic accepted) approval.
  - c. Unless the Parties otherwise agree, services outside the scope of Exhibit A shall be billed at the rate of \$200.00 per hour. However, the Firm shall not incur any additional or hourly charges without first obtaining the Client’s advance written approval.
  - d. If Client elects to have the Firm provide written website content, the cost for providing such content shall be \$0.30 for every word that are approved by the Client. Firm may not commence such writing without first obtaining the Client’s advance written approval.
  - e. Firm shall issue invoices to Client for all billed work.
  - f. Other than as otherwise specified in this Agreement, payment on any invoice is due net 15 days. If payment is not received within this timeframe, Firm may suspend performing services until payment is received. Firm also may charge Client a 3% per month late fee on all amounts past due more than 30 days.
3. **Client Responsibilities.** Client agrees to provide Firm with the following, upon the request of Firm:
  - a. FTP access to the main site for uploading new pages, and for making changes for optimization. Firm may go through a third party with the advance approval of the Client.

- b. Username and passwords to hosting account and control panel.
- c. High resolution logos and images.
- d. Unless otherwise agreed by the Parties, the Client shall provide all website text, and shall do so in MS Word or other electronic format.
- e. The Client's username and passwords to social media accounts, only to the extent that the Client authorizes the Firm's access.

4. ***Client Acknowledgements.***

- a. The timeline for website development may be adversely affected by Client requests or Client's delayed response time. Firm agrees to promptly (and whenever possible, with as much advance notice as possible) apprise the Client of the duration of any anticipated additional delays, or the likely ramifications of client's delayed response.
- b. Client is responsible for providing all written content of the website unless otherwise agreed in writing by the Parties.
- c. Firm is not responsible for any changes, including but not limited to overwriting, modifying, altering, or manipulating of work performed by other parties which adversely affects the web development cycle and/or search engine rankings of Client's website
- d. Client is responsible for any and all third party fees, costs and expenses relating to the services provided by Firm, provided that the Firm notify the Client in advance of such fees and obtain the Client's approval before incurring such fees. For example, the cost of licensing photography, dialer services, tracking numbers, images or content used for the website of the Client. Firm is not responsible for any unauthorized use of such services by Client.
- e. Firm has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's site may be excluded from any directory at any time at the sole discretion of the search engine or directory. To the extent that this occurs, Firm will resubmit those pages that have been dropped from the index.
- f. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, Firm does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase or search term.
- g. Some search engines may take as long as 3 to 6 months, and in some

cases longer, after submission to list your site to appear.

- h. Occasionally, search engines will stop accepting submissions for an indefinite period of time. Firm will attempt to resubmit any work during the contracted period.
- i. Occasionally, search engines will drop listings for no apparent or predictable reason. Often listing will “reappear” without any additional submissions. Should the listing not reappear, Firm will re-submit the site based on the current policies of the search engine in question.
- j. Some search directories offer expedited listing services for a fee. Firm encourages Clients to take advantage of these expedited services. Client is responsible for expedited service fees.
- k. Firm is not responsible for any third party activity, or Client’s misuse of any social media profile or advertisement (e.g., facebook, twitter, linkedin) which results in removal, delation, ban or suspension. Should this occur, Firm will notify Client as soon as they are aware of such incident.
- l. The use of SwarmPages is granted to Client under this master service agreement. All Intellectual Property Rights over and in respect of SwarmPages are owned by Firm. The Client does not acquire any rights of ownership in SwarmPages, it’s license, code, processes or architecture. After termination of this agreement, all SwarmPages licenses are hereby revoked from Client and all SwarmPages services will be immediately terminated. Client will not distribute, sell, license or sub-license, let, trade or expose SwarmPages to a third party. No copies or changes of SwarmPages are to be made by Client, other than as expressly approved by Firm. In consideration for the License grant described in this License Agreement, Client shall pay the monthly or yearly License fee as stated in Exhibit A of the Schedule immediately upon execution of this Agreement and upon each anniversary date of this Agreement.
- m. Use of Client logos and trademarks, and website images exclusively for use in creating informational pages (“Marks and Art”). Such Marks and Art shall be used only for marketing, website and portfolio use, and all right and title to Marks and Art shall remain with the Client.
- n. Client agrees that Firm has full rights to place it’s link, logo or trademark on all works, created by Firm for clients. Should client require Firm’s link, logo or trademark to be removed a fee of 15% of the total work fee or \$1,500 whichever is greater order will be required.

5. **Termination.**

- a. Either Party may terminate this Agreement upon material breach of this Agreement, *provided, however*, that if such breach is curable, such breaching party is given five (5) business days to cure such breach.
- b. To the extent that Client has engaged Firm to provide ongoing, monthly services, Client may terminate this Agreement at any time, *provided*, that, subject to Section 5(a) herein, Client shall give Firm at least thirty (30) days' advance notice of such termination. Unless mutually agreed by the Parties, failure to provide notice as provided herein shall cause Client to incur a \$500 cancellation fee.
- c. To the extent that Client has two consecutive late payments, Firm may terminate this agreement immediately.

6. **Confidentiality; Property Rights.**

- a. "*Confidential Information*" means any non-public information that relates to the actual or anticipated business or research and development of the Client and the Firm (the "parties"), technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Client's products or services and markets therefore, customer lists and customers (including, but not limited to, customers of the parties), software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to the Parties at the time of disclosure and as evidenced by written records of the Parties, (ii) has become publicly known and made generally available to the Parties through no wrongful act of either Party or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.
- b. *Nonuse and Nondisclosure.* The Parties will not, during or after the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the terms of this contract, or (ii) disclose the Confidential Information to any third party. The Parties agree that all Confidential Information will remain the sole property of the respective parties.
- c. *Return of Materials.* Upon the termination of this Agreement, or upon either Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that either party may have in their possession or control.

- d. **Ownership and Assignment.** Firm agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by Firm, solely or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Client that Firm may be directed to undertake, investigate or experiment with or that Firm may become associated with in work, investigation or experimentation in the Client's line of business in performing the Services under this Agreement (collectively, "Intellectual Property"), are the sole property of the Client. Firm also agrees to assign (or cause to be assigned) and hereby assigns fully to the Client all Intellectual Property and any copyrights, patents, mask work rights or other intellectual property rights relating to such Intellectual Property.
- e. **Further Assurances.** Firm agrees to assist Client, or its designee, at the Client's expense, in every proper way to secure the Client's rights in Intellectual Property and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Client of all pertinent information and data with respect to all Intellectual Property, the execution of all applications, specifications, oaths, assignments and all other instruments that the Client may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Client, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Intellectual Property. Firm also agrees that Firm's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.
- f. **Pre-Existing Materials.** Subject to Section 6(d) herein, Firm agrees that if, in the course of performing the Services, Firm incorporates into any Intellectual Property developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Firm which Firm has an interest, (i) Firm will inform Client in writing and obtain the approval of Client before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Intellectual Property, and (ii) the Client is hereby granted a nonexclusive license to make, have made, modify, use and sell such item as part of or in connection with such Intellectual Property.
7. **Conflicting Obligations.** Firm certifies that Firm has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that



would preclude Firm from complying with the provisions of this Agreement.

8. **Independent Contractor; Benefits.** Firm is an independent contractor for and not an employee of the Client. Unless mutually otherwise agreed, Firm determines when and where to do provide the Services, what tools or equipment to use, what workers to hire or assist with the work, where to purchase supplies, what work must be performed by a specified individual, and what order or sequence to following when performing the work. Moreover, Firm is responsible for all expenses incurred in providing the Services except as expressly provided herein. Firm is prohibited from representing itself as an agent or representative of Client except to the limited extent necessary to provide the Services, and subject to Client's advance approval. Firm is responsible for all wages, taxes, withholding obligations, insurance, (including workers' compensation and disability), work authorization, regulatory and government filings, and compliance with employment and other laws with respect to Firm and any persons or entities Firm engages to provide the Services. Client has no obligation and shall not provide any wages or employment benefits to Firm or any employees, contractors, sub-contractors, or other agents of Firm.
9. **Indemnification.** Firm agrees to indemnify and hold harmless the Client and its partners, directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, excluding attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Firm or Firm's assistants, employees or agents, (ii) any breach by the Firm or Firm's assistants, employees or agents of any of the covenants contained in this Agreement, (iii) any failure of Firm to perform the Services in accordance with all applicable laws, rules and regulations, (v) any violation or claimed violation of a third party's rights resulting in whole or in part from the Client's use of the work product of Firm under this Agreement, or (iv) any and all claims that may now or in the future be brought against the Client by any employee of Firm arising out of work performed for the benefit of the Client.
10. **Non-Solicitation/Non-Circumvention.** *From the date of this Agreement until 12 months after the termination of this Agreement, or for 12 months after the conclusion of the business relationship between the Parties, whichever is later (the "Restricted Period"),* Client will not, without the Firm's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Firm, or its affiliates, to terminate employment with, or cease providing services to, the Firm or its affiliates. During the Restricted Period, Client will not, whether for Client's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any business of a person, partner, supplier, customer or client of the Firm or its affiliates. Client and its officers and directors, agents, or representatives, separately and individually, will not make any effort to circumvent the terms of this Section 10 to attempt to gain

the benefits or considerations granted to it under the Section 10 taking any actions to indirectly gain the benefits of this contract, including but not limited to contracting directly with any client or potential client or employee or contractor of Firm. Client acknowledges that a breach of this Paragraph 11 may result in irreparable and continuing damage to Firm and Client agrees that in the event of a breach or threatened breach, Firm shall be entitled to temporary or permanent injunctive relief by a court of competent jurisdiction and to such other and further relief as may be proper whether at law or in equity.

11. **Voluntary Nature of Agreement.** Client acknowledges and agrees that Client is executing this Agreement voluntarily and without any duress or undue influence by the Firm or anyone else. Client further acknowledges and agrees that Client has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands it.
12. **Binding Effect; Assignment.** The provisions of this Agreement shall be binding upon all parties, including their officers, directors, employees, successors, and assigns.
13. **Miscellaneous.**
  - a. **Governing Law.** This Agreement shall be governed by the laws of New York.
  - b. **Assignment.** Neither Party may assign this Agreement without the advance written consent of the other Party.
  - c. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.
  - d. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
  - e. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested) to the Party at the Party's address as provided herein or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective five (5) business days after mailing.
  - f. **Severability.** If any provision of this Agreement is found to be illegal or

unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

*(Remainder of page intentionally left blank.)*