

Dynamic Wave Consulting, LLC - STANDARD OPERATING PROCEDURES AND TERMS OF SERVICE

1. Governing Law and Fair Practice

All parties, practices and provisions shall comply with all federal, local and state government laws and regulations. All terms set forth herein are considered to be industry best and fair practices and comply with the provisions of the Code of Fair Practice, a copy of which may be obtained from the Joint Ethics Committee, P.O. Box 179, Grand Central Station, New York, New York, 10017. The above named entity (hereafter referred to as Client) agrees to at all time ensure that any requests made of Dynamic Wave Consulting, LLC (hereafter alternatively referred to as DWC), its officers and employees are lawful. In the event that any unlawful request be made and performed in ignorance by DWC, its officers or employees, Client agrees to hold harmless, indemnify and defend DWC.

2. Modifications of the Agreement

If any part of this agreement should be found unenforceable, the remainder of the agreement shall remain in effect. Any terms or agreement between the parties that fall outside the scope of this agreement shall be subject to governing law and industry standards of fair trade and practice. Modifications to this Agreement must be written and mutually agreed upon by the parties.

3. Service Agreement

Buyer, hereafter referred to as, Client, is entering into an agreement whereby Dynamic Wave Consulting, LLC., hereafter referred to as DWC, will provide consultative and/or Design services, defined as but not limited to graphic designs, original artwork or illustrations, web developments, video productions, branding, advertising, slogans, copy and content and any other arrangement of creative work for the purpose of sales and promotion. DWC cannot give any performance or sales guarantees related to the efficacy of Designs and Consultation.

Ongoing working relationship between DWC and Client shall be an on-demand service agreement whereby projects and services may be completed with or without individual proposals, contracts or estimates. In the event that Client requests services where no contract or formal proposal is requested or needed; or when work is requested that falls outside the scope of a previously quoted project, DWC shall perform services as requested by Client, either verbally or in writing, to the best of their ability and understanding as directed by the Client in exchange for payment on an hourly or as-quoted basis at the rates and terms specified in this contract. Projects or services requested by client that are not governed by a formal proposal may be performed either by quote or by hourly rate. Hourly rates are subject to change. Current hourly rates are \$225/standard service rate, \$150/consultation, \$95//hour/travel over 1 hour. In the event that a job is required in a timeframe sooner than our standard production schedule permits, a 25% rush fee may be applied. DWC will notify client in the event that rush fees apply.

4. Legal Advisory

DWC consultative services are not to be considered legal counsel or authority on issues and laws pertaining to your business or the use of Designs for business or solicitation thereof. Therefore we do hereby advise all our clients to seek professional and legal counsel whenever applicable. Client agrees to hold DWC harmless for any damages that may arise from improper or noncompliant use of Designs and Consultations. In the event that Client requests services of DWC which have legal repercussions, Client agrees to indemnify and hold harmless DWC as well as defend and reimburse any damages that may be awarded.

5. Scope Change, Client's Alterations and Billable Changes

Projects performed where a formal proposal is in place or where a price has been agreed upon by the parties may be subject to changes in price or may incur billable expense charges under certain circumstances. Changes in project scope or requested services that fall outside defined project parameters may be subject to billable changes. There shall be no additional fees for revisions, corrections or additions necessitated by errors on the part of DWC. Price changes will only occur in the event of (1) change in the scope of work after initial quote, (2) in the event that errors or omissions to the scope of work would cause undue hardship requiring the alteration of price or cancellation of the job or (3) when changes involve re-work of previously supplied content, approved designs or changes arising due to Client errors, or unforeseen issues resultant to factors outside of our control. (4) Changes exceed the standard allotted 2 rounds or otherwise agreed upon rounds of included changes. These shall be considered Billable Changes or Client/Author's Alterations and DWC reserves the right to bill for the required additional time at standard agency rates in these instances.

Unless otherwise quoted or specified, Client is responsible to provide proprietary content such as verbiage and text, photographs, videos or other specialized content for use in designs and projects. The necessity of content creation or purchase of content from third parties in order to satisfactorily complete projects and designs may incur billable changes not included in originally proposed costs. Client shall reimburse DWC for all direct and indirect billable expenses as needed or requested by client regardless of whether the content is used in any final project or deliverable. Billable Expenses include but are not limited to acquisition of professional photography or acquisition of stock photography, video footage, shipping and handling, illustration, printing (professional and nonprofessional), materials, rendering and image creation/enhancement or other professional services as needed or subcontracting talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. DWC reserves the right to act as a reseller or broker in some instances such as with print services or advertising. Any brokered services shall be resold to Client in accordance with industry fair-practice standards.

6. Warranty of Originality and Ownership

Client warrants that any images, text, videos, audio clips, slogans, trademarks or other potentially copyrighted materials that are provided by Client for use in Projects or Designs are legally or financially unencumbered and that client has the rights to use provided content in their marketing and designs. In the event that provided content is trademarked, copyrighted or otherwise legally encumbered, Client agrees to indemnify DWC in the event of any breach of this warranty. Client is advised, when applicable, to take legal precautions to avoid trademark or copyright infringement and expressly agrees to hold DWC harmless for all liability as well as legally defend and reimburse any damages that may be awarded as caused by the client's improper use of copyrighted materials

DWC warrants and represents that, to the best of its knowledge, all work performed and designs created are original, free from any copyright or trademark infringement, have not been previously published, or that consent for use has been legally obtained in the even of use of any copyrighted materials and that consent to use has been lawfully obtained. Warranty does not extend to any uses that the Client may take without our knowledge or outside the scope of the project's intended use. Therefore, Client agrees to use all projects, designs and products within the scope of intended use.

7. Intended Use / Terms of Use

Breach of Intended Use may void terms of use by third parties and expose Parties to liability. Client agrees to use designs, advertisements, copyrighted materials and trade secrets used in projects within the scope and intended use of the projects as originally

discussed or agreed upon by parties. Designs, ads, IP, trade secrets are licensed for use only within the scope of the project agreement. Client agrees not to copy, reproduce, resell, reuse or distribute designs, ads or IP outside the scope of the assigned project without written permission from DWC.

8. Errors and Omissions

DWC, when applicable will provide final proofs and opportunities to view your jobs before they go to press or other forms of production. Colors, cropping and production variables, however, may cause some variance between proofs and final printed or produced jobs. When applicable, clients are encouraged to and have the right to request a final matchprint and proof directly from the printer or producer of the final piece. These proofs will be closest to the final job and will be billed as additional expenses when applicable. Once a job has been approved verbally, electronically or in writing, DWC is not responsible for typographical errors, color variations or other variances, errors or omissions in the final production pieces.

9. Timeframe and Force Majeure

DWC will make every effort to perform its obligations as required and defined in a timely manner. Delays in delivery of final product may be caused by third-party delays or by Client delays in relaying or providing pertinent information or in turning around approvals. DWC shall not be held liable for any failure or delay in performance to the extent that said failures or delays are proximately caused by factors including but not limited to delays of other parties entering into contracts with DWC, third parties needed to fulfill requirements, and factors of greater force including but not limited to acts of God, death, illness, war, and computer related malfunctions.

10. Payment Terms

Unless otherwise specified or agreed, invoices and payments are due upon receipt. Payments made by credit card may be subject to processing fees. DWC shall reserve the right to suspend service for delinquent payments and/or charge fair market interest on payments delinquent past 60 days. All payments are final. In the event of Cancellation of jobs by the Client, any payments made prior to cancellation shall be retained by DWC. DWC reserves the right to bill for any time and expense incurred provided that the cancellation is not a result of DWC error or default.

11. Mutual Confidentiality and Non-Disclosure

DWC and its employees and representatives shall consider all information such as is not public knowledge including but not limited to your company, its employees, financials, trade secrets, trade practices, quotations and estimates, initiatives, and business private and confidential. We always strive to maintain the highest levels of professional confidentiality and additionally agree to any specific confidentiality practices you may request. We similarly require that Client treats all similar information provided by DWC as confidential.

12. Authorized Representation

The following signature warrants that representative has the expressed authority of the above named entity to enter into this agreement and request services on their behalf.