



This agreement ("Agreement") is entered into by and between Convert IT Marketing, Inc. (hereinafter referred to as "CIT") and you (hereinafter referred to as "CLIENT"). Both parties agree that the terms and conditions set forth in this Agreement shall establish the terms by which CIT will furnish services to CLIENT. In consideration of the mutual covenants set forth herein, and other good and valuable consideration, CLIENT and CIT agree to the following terms and conditions.

I. Definitions- These terms shall have the following meanings:

(a) Ad- Any advertisement(s) created by CIT with information relating to the CLIENT, or the CLIENT's business, whether image or text based.

(b) Ad Serving Company- A third party entity responsible for displaying Ad(s) across the internet including but not limited to Google®, Yahoo® , Bing®.

(c) Monthly Advertising Budget- The dollar amount designated by the CLIENT to pay for Ads to be served across the internet via a third party Ad Serving Company. This amount is paid by the CLIENT directly to any Ad Serving Company that CIT chooses to use.

(d) Launch Date- The date that the CLIENT begins actively serving Ads across the internet.

(e) Order Page- Web page hosted by CIT that is used as a Point of Sale to facilitate the execution of this Agreement.

(f) Account Set Up Page- Web page hosted by CIT that is used by CLIENT to designate the Monthly Advertising Budget and provide the business details used to create the CLIENT's advertising campaign.

(g) Website- Any web page(s) provided to CLIENT for use in connection with Services and hosted by CIT on a URL owned by CIT.

II. Services-

(A) CIT will furnish Services defined as the Conversion Pro Platform which is inclusive of Website(s), Ads, and Pay Per Click Advertising Management. This includes establishing / setting up the following accounts with third parties on the CLIENT's behalf: Google® AdWords Account, Google® Gmail Account, Google® Analytics Account, Google® My Business Account, Bing® Advertising Account, Yahoo® Advertising Account, and Phone Call Tracking. CLIENT does hereby give express written consent to create and establish the above mentioned accounts with third party services, or any other third party service deemed necessary by CIT for Ad Serving on behalf of the CLIENT.

(B) Google® My Business- In the event CLIENT has not established a Google® My Business account, CIT will create and set up an account on CLIENT's behalf, upon request.

If CLIENT has established a Google® My Business account and has access to their account, CIT will link the newly created Google® AdWords account to CLIENT's existing Google® My Business account for the purpose of displaying CLIENT's address and rating reviews in the Ad Copy, upon request. CIT makes no guarantee that Google® will include CLIENT's address, or ratings and reviews in the Ad Copy. Inclusion of

this information is at the sole discretion of Google®.

In the event CLIENT has one or more established Google® My Business accounts, but cannot access these accounts, CIT will provide a separate cost estimate for the work needed to identify the Google® My Business account(s) associated with CLIENT's business and gain entry to them on CLIENT's behalf, upon request.

III. Payment- In consideration and for compensation of CIT's Services, CLIENT agrees to the following payment obligation:

(a) One Time Set Up/Programming Payment- Is due in the amount of \$495.00 and upon execution of this Agreement and prior to commencement of any work.

(b) Semi-Annual Payment/ Monthly Payment /Billing Period- The amount of \$2,370.00 is due and payable on either the Launch Date or (30) days from the execution of this Agreement, whichever comes first.

CIT reserves the right to allow CLIENT to pay the amount due over the course of the six month (180 day) term of the Agreement. In the event that the CLIENT chooses to pay the amount due over the term of this Agreement and not in full on the Launch Date, they may not be eligible for additional promotional credits to third party Ad Serving Companies .

Monthly payments will be due and payable in the amount of \$395.00 per month beginning on either the Launch Date or 30 days from the execution of this agreement, whichever comes first and every thirty days thereafter and until the entire balance of \$2,370.00 has been paid in full.

(c) Automatic Draft- CLIENT may purchase CIT's Services by using a major credit card or debit card. CLIENT hereby authorizes CIT to charge the credit card or other payment method provided for any amounts due in connection with this Agreement automatically.

IV. Monthly Advertising Budget-

(A) Monthly Advertising Budget is determined by the CLIENT and is set forth on the Account Set Up Page. CIT may use up to 110% of the Monthly Advertising Budget. Any balance of the Monthly Advertising Budget at the end of a monthly billing cycle, positive or negative, will be rolled over to the next monthly billing cycle.

(B) Client shall be responsible for payment to any third party Ad Serving Company(s) up to the amount set forth on the Account Set Up Page. CIT shall not be liable for any amounts due to a third party Ad Serving Company. In the event the CLIENT is extended credit by a third party Ad Serving Company, CLIENT shall be responsible for paying any balances due to all third party Ad Serving Companies directly. CIT will supply third party Ad Serving Company(s) with CLIENT's billing information to facilitate payment.

V. Term- This Agreement shall remain in full force and effective as of the date of execution (effective date) and shall continue for one hundred eighty (180) days from either the Launch Date or 30 days after the effective date of this Agreement, whichever comes first.

VI. Termination Provisions- Either party may, individually or by mutual agreement, terminate their working relationship at any time after the initial one hundred eighty (180) day term. If CLIENT intends to discontinue CIT's Services, CLIENT must notify CIT in writing and 5 days prior to the end of their 180 day term. Otherwise, this agreement will automatically renew and CLIENT shall be obligated to pay for an additional 180 day period.

VII. Default-

(A) Default by CLIENT occurs upon failure to make timely payments. A payment is considered to be untimely/late if it has not been received within 15 days of the due date.

(B) Remedies for Default - If a Default occurs under this Agreement, CIT reserves the right to withhold Services, and if necessary send the Default amount to collection. CLIENT shall be responsible for any and all costs associated with recovering the amount in Default , as well as any reasonable attorneys fees, if necessary. In the event CIT withholds any Service due to Default by CLIENT, CLIENT agrees that it owes all amounts that would be due in accordance with this agreement.

VIII. Limitations of Liability- CIT will not be liable to CLIENT for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including cost of cover, lost revenues or profits or loss of business or data, arising out of or relating to this Agreement, regardless of whether CIT was advised, had other reason to know, or knew of the possibility thereof. CLIENT shall have no recourse against CIT for any alleged or actual infringement of CLIENTs proprietary rights by third parties or for loss or harm due to unauthorized use of CLIENT's ad or website by third party. In any event, CIT's maximum liability arising out of or relating to this Agreement, whether the cause of action arises in contract, tort, or otherwise, shall not exceed the amounts paid by CLIENT to CIT hereunder and within the six (6) months prior to the event giving rise to the claim.

CIT makes no, and expressly disclaims any representation, warranty, condition or guarantee of any kind, express or implied, including the warranties of merchantability, fitness for a particular purpose, title, non-infringement, or warranties arising from course of dealing, course of performance or usage of trade, or otherwise with respect to the services or the functionality, performance or results of use thereof. CIT is not permitted to provide, and does not provide legal advice. CLIENT is solely responsible for compliance of the ads and website(s) with all local, state and federal laws and regulations and professional rules and regulations applicable to the CLIENT.

IX. Geographic Territory- CLIENT will be assigned a geographic territory by CIT for the purpose of ad serving. Territory assignment will begin at the CLIENT'S principal place of business (as described by CLIENT on the Account Set Up Page), and extend up to a maximum radius of +/- 50 miles. The final scope to be determined by CIT based on CIT's internal best practices for the type of campaign being run and the CLIENTS total Monthly Advertising Budget.

X. Intellectual Property- All materials furnished in conjunction with CIT's Services shall remain the sole property of CIT. Including but not limited to, URL's, Tracking Phone Numbers, Website(s) and Website Content, Logos, Google® AdWords campaign structure / Ad Copy / Settings / Proprietary Scripts or Algorithms / Analytics. During the normal course of business CLIENT may come into contact with or be introduced to and have knowledge of CIT's proprietary practices. CLIENT shall not share, reproduce or use said assets without the knowledge of and express written consent of CIT.

X. Entire Agreement- This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements concerning the subject matter contained herein with the exclusion of the NDA signed by CLIENT prior to the viewing of a demonstration. This Agreement may be amended only by the written consent of both parties.

XI. Waiver- No waiver of any breach or default of this Agreement by either party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

XII. Notices- Any notices pertaining to this Agreement shall be in writing. If being sent via email, notices must be sent to the following email addresses. If sent to CIT: Notices@ConvertITMarketing.com If sent to CLIENT: Email address provided on Account Set Up Page, or the email address associated with the execution of this Agreement.

XIII. Assignment- The parties' rights and duties pursuant to this Agreement are not assignable without the express written agreement of the other party.

XIV. Venue/Governing Law/Waiver of Jury Trial - This Agreement shall be governed by the laws of the state of Florida. The exclusive venue for disputes relating to or out of this Agreement shall be Broward County, FL, and CLIENT hereby waives any jurisdictional venue or inconvenient forum objections thereto. Both parties do hereby mutually agree to waive their right to a jury trial in connection with any dispute or conflict relating to, or out of this Agreement.

XV. Electronic Contracting Acknowledgement- CLIENT agrees that this Agreement is an electronic record executed by the CLIENT using their electronic signature. CLIENT acknowledges and agrees that, by clicking "I Accept" on the Order Page, they are signifying their intent to enter into this Agreement and that this Agreement be legally valid and enforceable in accordance with its terms to the same extent as if they had executed this Agreement using their hand written signature. CLIENT further agrees and attests that they are a representative or officer of their company/firm dully authorized to enter into this Agreement on its behalf.

