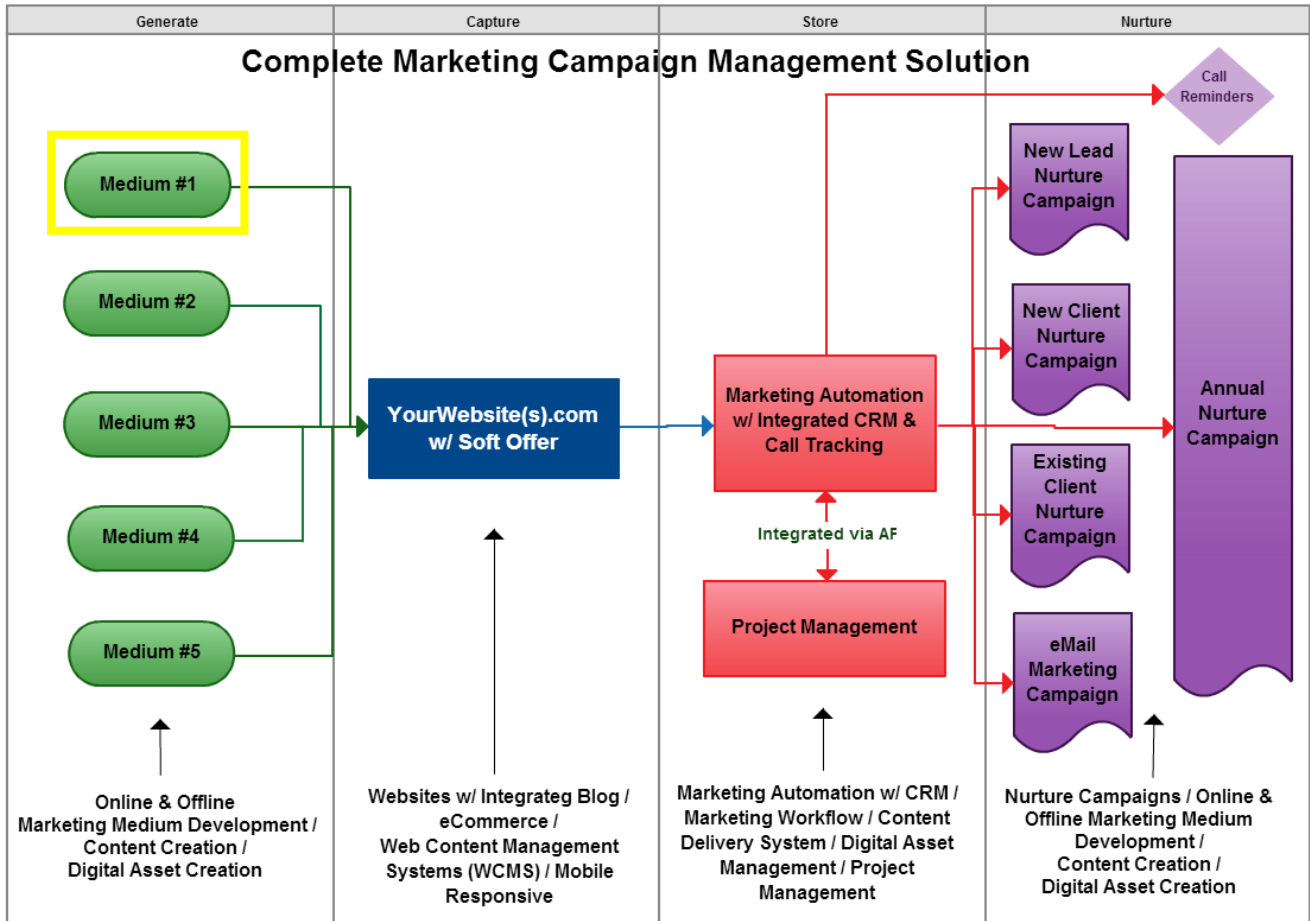


Proposal and Master Service Agreement for Marketing Services

1. The Engagement

This Proposal and Master Service Agreement for Marketing Services is between _____ (“Customer”) and Direct Business Marketing (“DBM”). These terms and conditions (the “Terms”) hereto, shall constitute the “Agreement”.

The following image outlines products and services DBM can supply according to our Marketing System – *Generate, Capture, Store, and Nurture*. Full implementation services and support for a complete marketing campaign management solution is supplied based on the requirements of the Client.



The following information further explains the Proposal and Master Service Agreement for Marketing Services.

2. Professional Fees

The full amount of all charges for Services shall be billed on the following schedule: Customer shall choose Payment Method in Section 5 – Order for Marketing Services.

See below Section 3

3. Services

The following outlines the scope of work for the above mentioned fees in Section 2 – Professional Fees.

1. Generate - this group of Services is intended to “Generate” visitors and leads.

- i. **Search Engine Marketing (SEM) / Pay Per Click (PPC)** – DBM will direct marketing dollars to place Customer’s messaging in search engines and/or social networks (“Publishers”). By placing Customer’s messaging in top positions, the Customer will receive an increase in traffic and thus potential leads. Customer will pay Publisher directly for all click purchases. DBM will perform the following services:
 - a) Identify Customer’s offer
 - b) Create a web page where the SEM ads will be directed (“Landing Page”)
 - c) Create and manage advertising accounts with the following Publisher(s): **Google**
 - d) SEM Monthly Budget will be paid directly to Publisher and billed separately by Publisher
 - e) Construct the Campaign and Ad Groups to generate the highest conversion rate in the focus area of: **TBD**
 - f) Manage keyword bidding with the budget of (select below) monthly Manage negative keywords
 - g) Analyze ongoing campaign data; making adjustments to ensure highest conversion rate
 - h) Weekly progress report

| Item | Monthly Budget – Paid to Google, Bing, Yahoo, and/or Facebook | DMB Mgmt Fee | Total | Webinar Special Month 1. Months 2+ see ‘Total’ column | Sign on the line for the package you want! |
|---------------|---|--------------|---------|---|--|
| Basic | \$500 | \$145 | \$645 | \$500 | |
| Enhanced | \$1,000 | \$245 | \$1,245 | \$1,000 | |
| Enhanced Plus | \$1,500 | \$345 | \$1,845 | \$1,500 | |
| All-Inclusive | \$2,000 | \$445 | \$2,445 | \$2,000 | |

2. Capture - this group of Services is intended to “Capture” leads.

a) **NO SERVICES IN THIS AREA**

3. Store – this group of Services is intended to Store Customer’s leads and allow for auto-responding.

a) **NO SERVICES IN THIS AREA**

4. Nurture – this group of Services in intended to Nurture Customer’s leads to sales and existing clients to purchase more services.

a) **NO SERVICES IN THIS AREA**

5. Customer Dashboard – DBM’s Customer Dashboard is intended to keep Customer connected and current with DBM tasks.

a) **NO SERVICES IN THIS AREA**

6. Customer Care – DBM’s Customer Care is intended to keep the client’s technological services up to date and working properly.

a) **NO SERVICES IN THIS AREA**

4. Terms

1. Duration

The Duration of any Service shall be set forth for the duration of: month-to-month. Unless otherwise specified, the Duration of any Service shall commence upon the delivery of the Agreement. The Agreement will continue on a month-to-month basis after initial duration has expired.

2. Place of Work

DBM shall render services primarily at DBM's offices, but will, upon request, provide the services at Customer offices or such other places as reasonably requested by Customer as appropriate for the performance of particular services.

3. Time

DBM's daily schedule and hours worked under this Agreement on a given day shall generally be subject to DBM's discretion. Customer relies upon DBM to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

4. Travel

Customer shall pay for DBM(s) travel expenses including: airfare, meals, lodging, and rental car or taxi if transportation is not supplied by Customer. Customers and/or DBM will make best efforts to book all flights in advance (two weeks) to limit the cost of air travel. If Customer cancels or changes travel plans less than seven (7) days prior to the scheduled date, then Customer shall be assessed for the daily billing rate of the scheduled employee if the employee cannot be re-scheduled for another assignment for the same time period. If Customer changes or cancels travel plans and tickets have already been purchased, Customer shall be assessed the cancellation charges, and all non-refundable expenditures will be billed to the Customer. If DBM changes or cancels travel plans and tickets have already been purchased, DBM shall be assessed the cancellation charges, and all non-refundable expenditures will be billed to the DBM.

5. Results

There are many factors in internet traffic, marketing, and copywriting that DBM cannot control (e.g., product, market, price, list, demand, consumer preferences, major events). Therefore, while DBM can and does guarantee your satisfaction with their design, copy, marketing, and internet services before testing, DBM does not promise and cannot guarantee specific results. Consequently, Customer should expect 'No Refunds' for work performed in all efforts.

6. Confidentiality

Each party agrees to the following with respect to any confidential information of the other (the "Confidential Information"), designated as confidential or which would reasonably be perceived as confidential due to the nature of its disclosure. The receiving party shall not disclose such Confidential Information to third parties without the prior consent of the disclosing party and shall protect such Confidential Information from unauthorized disclosure using at least the same degree of care it uses to protect its own Confidential Information. The foregoing obligation shall not apply to any information that

- i. was or becomes part of the public domain through a source other than the receiving party,
- ii. was previously known to the receiving party prior to disclosure or becomes known to the receiving party from other sources,
- iii. is independently developed without reliance on the Confidential Information, or
- iv. is required to be disclosed by law.

7. Governing Law

The Agreement shall be governed by the laws of the State of Arizona and the laws of the United States applicable therein without regard to any conflict of law provisions. Each of the parties consents to the jurisdiction of the courts of the State of Arizona in any action or proceeding instituted in connection with the Agreement.

8. Cure Period

With the exception of payment obligations, neither party shall be in default under the Agreement or in breach of any provision hereof unless and until the non-breaching party shall have given written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice.

9. Ownership

Customer shall retain all right, title and interest, including copyright and other intellectual property rights (the "Rights") in all content, resource files, materials and tools provided by Customer directly or indirectly to DBM for inclusion in the Deliverables or the performance of the Services ("Customer Content"). Customer shall own any materials created by DBM in the performance of the Services and incorporated into Deliverables delivered to Customer except that DBM shall have a right to re-use any language memories created by DBM

except to the extent such use would result in the disclosure of Confidential Information of Customer. The content is not expected to include, and DBM does not transfer any ownership in, any pre-existing or third party works, including, but not limited to the Short Or Stay Calculator. Customer shall indemnify, defend and hold DBM harmless against any claim, expenses, damages or other liabilities incurred by DBM arising from DBM's use of any Customer Content to perform the Services contemplated by the Agreement or arising from Customer's or any third party's use of a Deliverable. Customer does NOT retain the right to any source programming code produced by DBM.

10. Warranty and Disclaimers

i. Warranty

DBM warrants for a period of thirty (30) days from performance ("Warranty Period") that the Services will be performed in accordance with standards generally followed by other comparable translation services providers. DBM shall use commercially reasonable efforts to re-perform such portion of the Services which do not materially conform with the foregoing warranty at no additional cost to Customer, provided Customer notifies DBM of such non-conformity prior to the expiration of the Warranty Period. DBM does not provide any warranty or assume any responsibility in respect of any third party software or Customer Content. DBM shall not be responsible for correcting deficiencies in any Customer Content even if incorporated into a Deliverable.

ii. WARRANTY DISCLAIMER

WITH THE EXCEPTION OF ANY EXPRESS WARRANTIES CONTAINED IN THIS SECTION DBM EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO THE SERVICES, DELIVERABLES OR OTHERWISE ARISING FROM THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OF QUALITY, PRODUCTIVENESS OR ACCURACY, EVEN IF DBM HAS BEEN ADVISED OF SAME BY CUSTOMER. DBM DOES NOT REPRESENT OR WARRANT THAT ANY DELIVERABLES OR OTHER WORK PRODUCT WILL BE DEVELOPED TO COMPLY WITH ALL APPLICABLE LOCAL LAWS OR WILL BE COMPLETELY FREE OF ERRORS. THE EXPRESS TERMS OF THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE, CUSTOM, USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE AGREEMENT IS FOR THE PROVISION OF SERVICES AND NOT FOR GOODS. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO ANY DELIVERABLES PRODUCED OR OTHER GOODS DELIVERED PURSUANT TO THE AGREEMENT.

11. Liability

IN NO EVENT SHALL DBM BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATING TO THE SERVICES, DELIVERABLES OR OTHERWISE ARISING FROM THE AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING ANY FUNDAMENTAL BREACH. THE PARTIES AGREE THAT DBM'S LIABILITY FOR THE SERVICES, ANY DELIVERABLE OR ANY AND ALL CLAIMS ARISING OR RELATED TO THE AGREEMENT SHALL BE LIMITED TO SUCH DIRECT MONEY DAMAGES AS ARE ACTUALLY INCURRED BY CUSTOMER AND SHALL NOT IN THE AGGREGATE EXCEED THE LESSER OF (A) US\$20,000, OR (B) TOTAL FEES PAID TO DBM PURSUANT TO THE AGREEMENT.

12. Automatic Renewal of Services

Unless otherwise expressly specified in the Order, it is the Customer's intention in entering into this agreement that the term for any Services shall automatically renew for a like term, unless cancelled in the applicable manner.

13. Severability

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Arizona, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

14. Termination

- i. A party may terminate the Agreement in the event the other party is in material breach of its obligations. In the event either party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or becomes subject to, any proceedings under the laws of any federal government, province or state relating to insolvency or the protection of rights of creditors, the other party shall be entitled to terminate the Agreement, subject to the applicable insolvency legislation.

- ii. If Customer terminates this Agreement pursuant to this paragraph (i) immediately above, Customer shall be obligated to pay the reasonable costs and expenses incurred by DBM in the performance of its obligations with respect to all work pending at the time notice of termination is given.
- iii. Upon disengagement of this agreement between DBM and Customer, all confidential materials provided to DBM before and during the implementation of Services must be returned and/or destroyed from print and electronic records, including information embedded in emails or delivered as attachments. DBM shall provide written confirmation upon the destruction of such materials.

15. Translations

DBM has established the following coding system to explain the many types of copy modifications reviewers can and do make to translations. Customer agrees to make its reviewers aware that their modifications will be evaluated by DBM in accordance with this system or Marketing Services. Should Customer choose to limit the number of modifications the selected reviewers will be allowed to make, for purposes of meeting cost or delivery objectives, the reviewers must be instructed accordingly by Customer.

- i. Translation error: Outright mistranslation, omission, typo, grammatical mistake, non-adherence to the approved glossary, if one exists.
- ii. Stylistic improvement: A change, which actually improves the readability of the translation.
- iii. Stylistic alternative: A change, which is neither better nor worse.
- iv. Stylistically detracting change: A change, which diminishes the quality of the deliverable.
- v. Reviewer's addition: Reviewer added something that was not in the Source Material.
- vi. Reviewer's deletion: Reviewer deleted something that was in the Source Material.
- vii. Change of technical term (beyond the scope of any Customer-approved glossary which was submitted): translation is not necessarily "wrong," but it is assumed that the reviewer, based on knowledge of the product/service, inserted a term that is preferred in the marketplace or in the local industry.
- viii. Reviewer's error: Typo, grammatical error or, as sometimes occurs, the reviewer's knowledge of the source language may be such that s/he misunderstands the source version and changes the translation accordingly.
- ix. Reviewer's inconsistency: Reviewer changes a particular item in a certain way in one place, and in another way in another place; or s/he changes an item only in one or some of its occurrences and leaves it as is elsewhere; or inserts a term different from approved glossary.
- x. Unclear change: The reviewer's change does not seem to make sense within the context of the material being reviewed.

Customer will be advised of the estimated time and charges for the implementation of modifications falling into the above categories, and only such modifications as are expressly authorized by Customer shall be made. This is excluded for CMO Service Customers. CMO Services customers charges are incorporated in the monthly investment and no extra charges will be made unless there is separate billing in which DBM does not bill the Customer.

16. Entire Agreement

The Agreement constitutes the complete agreement between DBM and Customer with respect to its subject matter and supersedes all prior or other proposals, understandings, agreements or other communications between the parties, whether oral or written, and may be amended or modified only by a signed writing executed by both parties. The Agreement shall not be modified or supplemented by, and DBM shall not be subject to, any terms and conditions contained in any purchase order issued by Customer. In the event the parties execute any other Master Service Agreement in respect of the Services, after this agreement, the terms and conditions of such agreement shall apply instead of these Terms of this Master Service Agreement.

17. Final Agreement

This Agreement is the entire agreement between the Customer and DBM relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

18. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service;

If to DBM:

Direct Business Marketing

550 W. Baseline Road, Ste 102-326
Mesa, AZ 85210

and if to Customer:

Company Name: _____
Address: _____
City, St, Zip: _____

19. Governing Law and Arbitration

A. This Agreement shall be construed and enforced in accordance with the laws of the state of Arizona.

B. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any dispute that cannot be resolved amicably shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Mesa, AZ, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

20. No Assignment

Neither party shall assign this Agreement or any interest or obligation herein without the prior written consent of the other party.

5. Order for Marketing Services

1. Delivery

Please return all pages of the document to DBM either via fax or email.

- i. Fax: (888) 571-5803
- ii. Email: granison@directbusinessmarketing.com

2. Professional Fees Summary

A Summary of fees outlined in Section 3.

3. Payment Options

Customer shall choose one of the following payment options.

Credit Card:

Company Name: _____
Name on Card: _____
Billing Address: _____
City, State, Zip: _____
Phone #: _____
Card Type: _____
CC #: _____
Exp. Date: _____
CCV: _____

Wire Transfer: (Cannot support
Pay-Per-Click services)

Direct Business Marketing
Bank: Wells Fargo
Account #: 5534880629
Routing #: 122105278

4. **Duration**

Duration shall be month-to-month and will continue on a month-to-month basis after as outlined in Section 4.1.

5. **Execution**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the delivery of this signed Agreement.

Company: _____

By: _____

Print Name: _____

Title: _____

Date: _____