



Agreement with Christ Centered Yoga, LLC

This Agreement is made this January 29, 2016 between Christ Centered Yoga, LLC (hereinafter referred to as "the Client") and Presence Marketing Group (hereinafter referred to as "PMG"). In consideration of the Client retaining PMG to create the design and concepts for a Web site on the Internet and generate website content, it is agreed as follows:

1. Compensation and Terms

The Client hereby retains PMG, and PMG hereby agrees to perform services listed in Appendix I "Scope of Work" for Client for a fee of \$5,000 plus any incurred expenses. PMG will deliver services in a timely fashion and will attempt to meet reasonable deadlines established by Client. If deadlines are not acceptable, PMG is responsible for notifying Client prior to accepting the task.

PMG will notify Client if changes to previously agreed-upon content or design will alter PMG's ability to meet timeline deadlines. PMG is not responsible for missed deadlines that result from delays in receiving prerequisite items from Client. If Client is tardy to provide prerequisite items, PMG will notify Client of related subsequent delays in delivered services.

2. Billing and Payment

PMG will deliver to the client written website content and website design items described in Appendix I. Client will provide payment of an engagement fee of \$2,500 at contract execution and the final \$2,500 prior to project launch or by March 15, 2016, whichever comes first. Payment will be made by check.

In the event of non-payment of any or all amounts owed under this Agreement, PMG shall be entitled to collect all reasonable expenses incurred in pursuing the collection of the debt, including, but not limited to, attorney's fees in the amount of 15% of the principal indebtedness and outstanding interest owed thereon.

3. Confidentiality

PMG acknowledges that this Agreement creates a confidential relationship between itself and the Client and that information concerning either parties' business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information is hereinafter collectively referred to as Confidential Information.

4. Liability

PMG makes no claim that the Client's website will have any direct economic effect on the success of the Client's business.

It is the Client's responsibility to proofread and approve all information contained in the website. Client will have an opportunity to review the website before it is launched. The Client is responsible for any costs associated with content changes after the initial launch of the website.

5. Non-Disclosure

PMG and the Client agree that they will not at any time during or after the term of this Agreement disclose any Confidential Information to any person or organization whatsoever and that upon the termination of this Agreement as per Section 6. PMG will turn over to the Client, all documents, papers, and other matter in its possession or control that relate to the Client and will erase or "wipe" any such material contained in any computer owned or operated by PMG. PMG and the Client further agree that their employees, contractors and subcontractors, heirs and assigns shall be bound by the non-disclosure terms and conditions of this Agreement.

6. Termination

This Agreement shall continue in force until all services under it have been performed and all monies payable under it have been fully paid in accordance with its provisions. Client agrees to pay any outstanding billed time and costs through the date and hour of termination.

7. Additional Provisions

7.1 This Agreement may be executed in multiple copies, and each of such executed copy shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

7.2 Severability: In case any provisions of the Agreement shall be held to be contrary to or in violation of the laws of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, and all such other provisions shall continue nevertheless in full force and effect, and any provisions which are held to be illegal or invalid in any country, state or other jurisdiction shall nevertheless remain in full force and effect in any other country, state or jurisdiction in which such provisions is legal or valid.

7.3 Ownership: All files and content contained within the client's web site are owned by the client. The associated registered domain name is owned by the client. Client is responsible for payment of associated monthly web hosting services and domain name renewals. Client can use PMG to maintain and update the web site or they can maintain the site internally with their own staff. All copyrights are assigned to the client and client is responsible for the accuracy of information presented on the site. PMG may not be held responsible for any inaccuracies or errors or violations of copyright contained within the content of the web site.

7.4 Applicable Law: This Agreement is and shall be deemed to be a Georgia Agreement, and shall be governed and construed in all respects by and in accordance with the laws of the State of Georgia notwithstanding the fact that either party may not be a resident of said State. The court and authorities of the State of Georgia shall have exclusive jurisdiction over any dispute or controversy arising hereunder. Venue shall lie in Cobb County, Georgia, the parties hereto waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Should either party initiate or bring a suit or action before any other courts, it is agreed that upon application any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all costs of seeking dismissal including reasonable attorney's fees.

Becky Martin, Christ Centered Yoga, LLC

Date

Chris Shull, Presence Marketing Group

Date

Appendix I

Scope of Work

Website Creation – One (9) page public WordPress site + Membership section

- a) Content Creation and Design
 - i) Conduct strategy session with client to obtain information for website content, design and layout
 - ii) Create nine (9) page WordPress site using customized Exchange platform: Home, About, Practice, Train, Serve, Partner, FAQ, Contact, Blog
 - (1) Workshop/Training information, registration, and payment
 - (2) Paid membership area
 - (a) Community Forum
 - (b) Downloadable .pdf Illuminating Practice files
 - (c) Videos
 - (3) Partner application form
 - (4) Partner registration and payment portal (hidden)
 - (5) Email and blog sign up
 - (6) Donation functionality
 - iii) Customize WordPress theme with client's logo, photos, typography, color palette, and other design elements*
- b) Two (2) rounds of batch edits for after initial design presentation**
- c) Search Engine Optimization (SEO) - basic on-site SEO
 - i) Set up Google Webmaster Tools and Google Analytics
 - ii) Code custom title tags, meta descriptions, keywords, and other SEO elements for each page
- d) Launch website
 - i) Train Client on basics of updating and maintaining the site
 - ii) Provide Client with all logins and passwords

* Client will provide all copy and images.

** Any edits after two rounds of batch edits will be billed at the hourly rate of \$75/hour.

Launch date: The site will launch on or before March 15, 2016. **Work will begin on the site when PMG has received all images and copy.** PMG is not responsible for missed deadlines that result from delays in receiving prerequisite items or information from Client. If Client is tardy to provide prerequisite items or information, PMG will notify Client of related subsequent delays in delivered services. Final payment is due by March 15, 2016 whether or not the site is launched if delays are caused by Client failure to provide copy, images, edit feedback, or any other requested resources or information.

Client Initials: _____

Pricing

Website Creation as described in Scope of Work: \$5,000

Additional costs:

- Akismet spam blocker: \$5/month (Client will purchase)
- Flywheel hosting: \$25/month (Client will provide credit card information to Flywheel at site launch)
- SSL certificate: \$100-\$200 annually (Client will purchase)
- Any additional images, video, or plugins required to provide desired functionality or visual appeal to the site. Client will purchase images and video items directly so the licensing for the assets resides with the owner of the website. Stock images typically cost approximately \$20 each. Plugins typically cost \$15-\$50 each.
- If client submits change requests that require additional work beyond this Scope of Work, PMG will bill \$75/hour for each additional hour required to complete the changes. If client makes any changes to the website after site launch that causes the website to operate or display incorrectly PMG will bill the hourly rate of \$75/hour for the time it takes to correct the problem.

Client Initials: _____