

LAUNCH CAMPAIGN AGREEMENT

This Launch Campaign Agreement (the "Agreement") is made and entered into on _____, _____, by and between _____ ("Client") and **ConXentric, Inc.**, a Delaware corporation and owner of the WinningWare™ website and brand of digital information products and services, ("Consultant") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **SERVICES:** Client shall engage Consultant for certain specific consulting services in the area of packaged email launch campaigns, and as described in Exhibit A attached hereto (the "Services").
2. **TIME OF COMPLETION:** The Services shall commence within five (5) business days of the "kick-off" telephone meeting as described in Exhibit A, #7; Services shall be completed on a best efforts basis by Consultant, as agreed upon in writing with Client and as stated in the "Plan of Record" submitted by Consultant to Client (see "Exhibit A, #7).
3. **COMPENSATION:** For the Services, Client shall pay Consultant:
 - a) A prepaid, non-refundable deposit (the "Deposit") equal to 50% of the total cost of the Packaged Solution chosen (price as indicated in Exhibit A or as agreed upon during time of purchase), to be paid on project initiation.
 - b) The balance payment amount ("Balance"), equal to the remaining 50% of the total Packaged Solution's cost, plus any previously agreed upon additional expenses incurred by Consultant, plus additional Services previously agreed upon and performed by Consultant upon Client's request, shall become due and be billed upon project completion, and become due upon receipt by Client and payable in full.
 - c) It is expressly understood and agreed upon by Client that Consultant shall not release the project content and materials (Services) constructed by Consultant, unless and until Consultant has received the "Balance" payment in full.
 - d) Basic marketing and marketing communications (source documents and messaging) that forms the foundation for answers within the Launch Questionnaire; for example, developing basic benefit statements, unique selling propositions, performing market research on target segments (and developing messaging for same), determining product price points, etc. are understood to be the responsibility of the Client. Client agrees to provide Consultant with this information in the Launch Questionnaire.
 - e) Should Client request Consultant to develop any additional collateral information vehicles for the launch email campaign, or any basic marketing source documents or

messaging, Client shall first approve in writing an additional and separate estimate for such work by Consultant.

4. **EXPENSES:** Client agrees to reimburse Consultant for all reasonable expenses authorized in advance by Client and incurred in connection with this Agreement.
5. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor and not an employee of Client, and is not entitled to any of the benefits normally provided to the employees of Client. All work shall be performed at Consultant's facilities unless otherwise mutually agreed and shall be performed in a competent and professional manner.
6. **CONFIDENTIALITY:** Consultant acknowledges that it may have access to Client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) other such information as Client may designate as confidential ("Confidential Information") in writing. Consultant agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement for a period of two (2) years, unless Client grants express, written consent of such a disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Consultant's unauthorized actions.
7. **OWNERSHIP OF PREPARED MATERIALS:** Except those items described below, all materials prepared by Consultant specifically for Client as a result of services rendered under this Agreement and paid for by Client (the "Prepared Materials") shall be considered the non-exclusive property of Client. Until Client has rendered final payment under this Agreement, all rights to the Prepared Materials remain with Consultant as Work for Hire. The work product rendered by Consultant for Client under the terms of this Agreement is for the Client's sole use only, and its Successors and Assigns. Client may not resell or license the work product rendered by Consultant to any 3rd party. Consultant retains all intellectual property rights (including trade secrets, copyrights, patent rights and trademarks) in and to the original materials, templates and processes used in preparation of the Prepared Materials.
8. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice to the other Party. Upon termination of this Agreement for any reason, Consultant shall submit to Client an itemized invoice for any fees or expenses theretofore accrued under this Agreement. Consultant, upon receipt of such payment, shall promptly return to Client all copies of any Client data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Client. Consultant shall also furnish to Client all work in progress or portions thereof, including all incomplete work. Client, upon payment of accrued amounts so invoiced, shall thereafter have no further liability or obligation to

Consultant whatsoever for any further fees, expenses, or other payment.

- 9. INDEMNIFICATION:** Client hereby indemnifies and agrees to hold harmless Consultant from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney fees, arising out of or relating to the Services performed by Consultant hereunder or to Client's use of the Prepared Materials in Client's business. Client's obligations under this Article 9 shall survive the termination of this Agreement for any reason.

Consultant hereby indemnifies and agrees to hold harmless Client from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney fees, arising out of or relating to the Services performed by Consultant hereunder. Consultant's obligations under this Article 9 shall survive the termination of this Agreement for any reason.

- 10. RETURN OF PROPERTY:** Upon termination or completion of this Agreement, Consultant will promptly return to Client all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Consultant will return any other property belonging to Client.
- 11. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6, 7 and 9 of this Agreement will continue in full force and effect following such termination.
- 12. CONSULTANT'S INSURANCE:** Consultant warrants that it is adequately insured for injury to its employees incurring loss or injury as a result of the acts of Consultant.
- 13. BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- 14. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- 15. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 16. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision

would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Consultant.

18. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and delivered by: 1) email, 2) mailed certified return receipt requested, or 3) delivered by overnight delivery service, addressed as follows:

Client:

Consultant:

ConXentric, Inc.

rick@conxentric.com

Either party may change such addresses from time to time by providing notice as set forth above.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLIENT:

CONSULTANT:

Signature

Signature

Name (please print)

Name (please print)

Title

Title

Launch Campaign Agreement: EXHIBIT A

SERVICES

PACKAGED SOLUTION SERVICES

1

THE CLIENT CHOOSES THE FOLLOWING LAUNCH PACKAGED SERVICE SOLUTIONS:

Check off selected service solution(s)

- A. _____ 35-Day B2B (Business) Launch Email Campaign (\$2,495)
- B. _____ 35-Day B2C (Consumer) Launch Email Campaign (\$2,495)
- C. _____ 4-Day Mini - Launch Discount Email Campaign (\$495)
- D. _____ 7-Day Mini - Launch Special Offer/Holiday Email Campaign (\$795)

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For the purposes of this Agreement, the term “Consultant Services” is defined as:

Consultant shall CUSTOMIZE THE EMAILS IN CONSULTANT’S “DIY LAUNCH EMAIL CAMPAIGN TEMPLATE” THAT MATCHES THE CHOICE OF CLIENT SHOWN IN “1” ABOVE.

Consultant shall, using the information submitted by Client in the “Launch Questionnaire,” develop a customized strategy and email sequence that contains the following:

- A. A “Plan of Record” that outlines the agreed-upon offer strategy and sales process; and
- B. An editable Microsoft Word™ document that contains the specific copy written for each email in the launch sequence.
- C. In order to develop deliverable items “A” and “B” above, Consultant shall, using its “DIY LAUNCH EMAIL CAMPAIGN TEMPLATE” as a go-by:
 - Consult with Client on marketing-related matters of importance
 - Develop monetization strategy for the Client’s targeted list assets
 - Devise offers that respond directly to prospects’ needs
 - Develop strategy and content to nurture a prospect/Client relationship
 - Survey market to learn more about prospects’ needs
 - Segment audiences into sub-lists and target for conversion with offers

- Build trust and nurture prospect relationships via a specific auto-responder sequence designated by Consultant and executed and performed by Client

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Client understands and agrees that the following actions and end-product ARE NOT INCLUDED in the “Consultant Services” to be performed under this Agreement:

NOT INCLUDED:

- a. HTML coding of developed email copy
- b. Auto-responder or other email implementation of developed email copy
- c. Landing page development
- d. Populating developed email copy onto a provided or otherwise-obtained HTML email design template
- e. Loading of developed email copy into Client’s email system or software
- f. Calibrating or entering email campaign schedules, blasts or the individual emails
- g. Any collateral information vehicles agreed to as necessary to the email campaign, and that which the Client does not already possess. For example: informational or descriptive videos; Landing Page design and content; reports or whitepapers; webinars; audio clips; podcasts, etc.
- h. Basic marketing and marketing communications (source documents and messaging) that forms the foundation for answers within the Launch Questionnaire; for example, developing basic benefit statements, unique selling propositions, performing market research on target segments (and developing messaging for same), determining product price points, etc. are understood to be the responsibility of the Client. Client agrees to provide Consultant with this information in the Launch Questionnaire
- i. Should Client request Consultant to develop any additional collateral information vehicles for the launch email campaign, Client shall first approve in writing an additional and separate estimate for such work by Consultant.

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Consultant Services shall be provided in accordance with the following process:

- 1 – Client selects Packaged Service solution or solutions
- 2 – Client orders online and submits a 50% deposit (plus signed contract and P.O. for full amount)
- 3 – Client completes the Launch Questionnaire and emails it to Consultant
- 4 - Client also designates a contact person for the project
- 5 – When Consultant receives both the deposit and Questionnaire, Consultant will schedule a “kick-off” 1-hr phone call (with the Client’s contact person) to discuss the Launch Questionnaire information and review how Consultant will proceed;

Consultant will additionally identify what additional source information is needed (if any), plus what deliverables Client shall receive.

7 – Consultant agrees to begin work on Client’s project within 5 business days of the kick-off phone call, and shall submit a “Plan of Record” to the Client’s contact person that outlines the steps planned for the project(s).

8 – Client shall authorize (via email) the “Plan of Record.”

9 - When the planned project steps are completed, the remaining 50% balance amount will be invoiced and become due per “Section 3” of this Agreement.