



Intellatech Marketing

The certainty of change brings the certainty of opportunity.

Services Agreement

Date: _____

Between:

And

INTELLATECH MARKETING

THIS AGREEMENT is made _____

BETWEEN:

(1) _____ **“the Company”**

(2) **INTELLATECH MARKETING** (the **“Consultant”**)

Craig W. Cooley
P. O. Box 353
Laguna Beach, CA 92652

WHEREAS:

- (A) The Consultant is in business on his own account supplying advisory, intellectual property development and management and business development services to third parties.
- (B) The Company has requested the Consultant to provide services in respect of the business carried out by the Company and the Consultant who has the necessary skill, knowledge and experience has agreed to provide such services on the terms set out below.

WHEREBY IT IS AGREED as follows:

1. Definitions

In this Agreement the following expressions have the following meanings:

“Client” means any person, firm, company, organization or other entity who or which at any time during this Agreement was a customer of, or was in the habit of dealing other than in a de minimis way with, the Company and;

“Confidential Information” any information in any form (whether or not marked or identified as confidential) concerning the products, client, business, accounts, contracts and arrangements of the Company and/or its clients and/or their respective associated companies emanating, directly or indirectly, orally or in writing from the Company and/or its clients and/or their respective associated companies and shall include the contents of the Deliverables, any compilation of otherwise



public information and any such confidential information made known by the Company prior to the date of this Agreement;

- “Deliverables” any and all records, reports, documents, papers, designs, specifications, diagrams, computer programs and other materials which may be deliverable or delivered (whether physically or by electronic copy) by the Consultant pursuant to this Agreement;
- “Fee” means the sum to be paid by the Company to the Consultant as set out in Schedule 1;
- “IPR” means intellectual property rights including any and all patents, patent applications, know how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future;
- “Services” means the services provided by the Consultant to the Company as set out in Schedule 1 and any additional Services as the Company and the Consultant may agree in writing.

2. Commencement and Duration

- 2.1 Barring any exceptions enumerated below, this Agreement shall commence from _____ and shall continue thereafter for a period of 12 months. This contract can be extended with the specific agreement in writing of both parties.
- 2.2 The Company may terminate this agreement for cause or no cause by giving 30 days written notice of the reason for termination. In this event, the Company agrees that any fee (or equivalent share conversion) due to the Consultant for the notice period will be legally payable without objection.

3. Consultancy Fees and Expenses

- 3.1 The Consultant shall provide the Services for which the Company shall pay the Fee as set out in Schedule 1.
- 3.2 Any costs or expenses incurred by the Consultant in connection with the provision of the Services will only be reimbursed by the Company if the Company's consent to such expenditure has first been obtained and, if so requested, the Consultant submits to the Company written evidence of payment of such expenses.

3.3 The Consultant will invoice the Company in accordance with the payment schedule outlined in Schedule 1. All invoices shall be paid by the Company within 10 days of receipt.

4. Company Obligations

4.1 The Company shall:

- (a) provide the Consultant with any information reasonably requested by the Consultant for the completion of the Services within a reasonable period after any such request;
- (c) be responsible for the content of all documents or other materials (other than documents or other materials produced by third parties) and shall ensure the accuracy of all information (other than information produced by third parties) provided to the Consultant in the course of this Agreement;
- (d) provide the Consultant with sufficient access to any of the Company's premises, information or personnel and use of any of the Company's equipment, which is reasonably necessary for the completion of the Services;

5. Consultant Obligations

5.1 The Consultant shall:

- (a) take all reasonable steps to ensure that the Services are completed in accordance with Schedule 1;
- (b) submit worksheets to the Company (which shall be submitted at such intervals as are reasonably required by the Company and in a form complying with minimum requirements set by the Company from time to time) to provide a record of the work done by the Consultant.

5.2 The Consultant will provide the Services personally and will not assign or sub-contract such services to any other person, firm, company or organisation without the prior written consent of the Company and undertakes to perform the Services efficiently and to the best of his ability.

6. Other Contracts

- 6.1 The Consultant may seek, apply for and with the prior written consent of the Company (which is not to be unreasonably withheld where the contract is with a third party whose business does not compete with the business of the Company) accept contracts to supply goods and services to other parties and supply goods and services to other parties during the currency of this Agreement, provided that:
- (a) the Consultant complies with the duty of confidentiality to the Company under this Agreement and under the common law at all times;
 - (b) the work undertaken is not likely to have a commercially harmful effect on the Company; and
 - (c) undertaking the work will not cause a conflict of interest for the Consultant.
- 6.2 Nothing in this clause shall be taken as varying the obligation to complete the Services in accordance with any timetables or other targets agreed in Schedule 1.

7. Limitation of Liability

- 7.1 Except in respect of death or personal injury caused by the Consultant's negligence, or as expressly agreed in writing between the parties, the liability of the Consultant under or in connection with this Agreement shall be the amount reasonably and directly attributable to the Consultant's negligence or in the alternative not to exceed \$25,000.
- 7.2 The Consultant shall not be held to be liable to the Company in respect of any delay, loss, damage, costs, expenses or other claims for compensation arising from: any information or instructions supplied to the Consultant by the Company which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Company.

8. Intellectual Property

- 8.1 Unless agreed otherwise in writing between the Company and the Consultant:
- (a) The Company shall retain ownership of all its own IPR of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Consultant in the context of this Agreement.
 - (b) The Company shall be entitled to all property, copyright and all other intellectual and proprietary rights in any Deliverables (with the explicit exception of the provisions of 8.1 (c)) produced by the Consultant in the

provision of the Services, which property, copyright and other rights the Consultant hereby as beneficial owner assigns to the Company. At the request and expense of the Company, the Consultant shall do all such things and sign all documents or instruments reasonably necessary in the opinion of the Company to enable the Company to obtain, defend and enforce its right in the Deliverables produced by the Consultant in the provision of the Services. Without prejudice to the foregoing, the Consultant may not for his own purpose or that of a third party use, copy, imitate or develop any of the Deliverables during or after the term of this Agreement

- (c) The Consultant shall retain all property, copyright and all other intellectual and proprietary rights generated prior to the date of this agreement. Any improvements to the Consultant's existing intellectual property made during the course of this agreement shall be retained by the Consultant.

8.2 The Consultant warrants to the Company that:

- (a) no documents or other material and data or other information and devices or processes will be provided by the Consultant for use in the provision of the Services which infringe any third party IPR; and
- (b) any Deliverables created by the Consultant in the provision of the Services for use by the Company will be original and created specifically for the Company.

8.3 The Company warrants to the Consultant that no documents or other material and data or other information and devices or processes will be provided by the Company to the Consultant for use in the provision of the Services, which infringe any third party IPR.

9. Intellectual Property Rights Indemnity

9.1 The Consultant will indemnify the Company and keep it fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use by the Company of any of the Deliverables infringes the Intellectual Property Rights of any third party.

9.2 The following provisions shall apply when the Company wishes to enforce its rights under Clause 9.1:

- (a) The Company shall promptly notify the Consultant in writing of any allegations of infringement of which it has notice and will not make any admissions to any third party without the prior written consent of the Consultant;

- (b) The Company, at the request and expense of the Consultant, shall allow the Consultant (subject to Clause 9.2(c)) to conduct and/or settle all negotiations and litigation resulting from any such claim;
- (c) The conduct by the Consultant of any such negotiations or litigation shall be conditional upon the Consultant taking over such conduct within a reasonable time after being notified of the claim in question and giving the Company such reasonable security as shall from time to time be required to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages or out of pocket expenses and costs for which the Company may become liable.

10. Confidentiality

- 10.1 The Consultant shall not make use of, divulge or communicate to any third party (save in the proper performance of the provision of the Services under this Agreement) any Confidential Information without written permission of the Company. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information which comes into the public domain other than by the Consultant's default.
- 10.2 The Company shall not make use of, divulge or communicate to any third party (save in the proper performance of the Company's obligations under this Agreement) any of the trade secrets or other confidential information of or relating to the Consultant which the Company may have received or obtained while engaging the Consultant. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information which comes into the public domain other than by the Company's default.
- 10.3 Upon termination howsoever arising of this Agreement the Consultant shall:
 - (a) forthwith deliver up to the Company all property in the Consultant's possession, custody or under the Consultant's control which belongs to the Company, including but not limited to keys, security passes and computer passwords, computer hardware, facsimile machines and all Deliverables including correspondence, lists of clients, notes, memoranda, software, plans, drawings and other documents and records of whatsoever nature and all copies thereof whether on paper, disc, magnetic tape or in any other form made or compiled or acquired by the Consultant during the Consultant's engagement by the Company and concerning the business, finances or affairs of the Company, or clients of the Company; and
 - (b) permanently delete any information belonging to the Company from any pc system in the Consultant's possession or under the Consultant's control having first ensured that the Company has a copy of any such information.

11. Non-competition and Non-solicitation

- 11.1 The Consultant agrees that during the term of this Agreement and within 1 year following its termination:
- (a) he will not nor will he attempt directly or indirectly to solicit, interfere with, procure or entice away, either alone or jointly with any other firm, company or other organization, any senior manager, director, or employee of the Company, with whom he was involved in the performance of the Services, to leave the employment of the Company;
 - (b) he will not nor will he attempt directly or indirectly to solicit, interfere with, procure or entice away, either alone or jointly with any other firm, company or other organisation, any Client, supplier, contractor, distributor or agent of the Company with whom the Consultant was concerned or dealt with in the performance of the Services.
 - (c) he will then be free to pursue any other career, idea, project and/or provide services to other companies that may or may not be similar or be in competition with the Company, its products, or services.

12. Relationship

- 12.1 The Consultant is engaged as an independent of the Company and shall not be an employee or agent of the Company.
- 12.2 This Agreement constitutes a contract for the provision of services and not a contract of employment of the Consultant who will be fully responsible for any tax and national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the Consultant under his obligations under this Agreement. Furthermore, the Consultant will indemnify the Company in respect of any such tax and other matters which it may suffer or incur.
- 12.3 The Consultant will further indemnify the Company against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim, other than where such liability, deduction, contribution, assessment or claim arises out of the negligence or wilful default of the Company. The Company may at its option satisfy such indemnity (whether in whole or in part) by way of deduction from the fees or expenses to be paid by it under this Agreement. Furthermore, the Consultant will indemnify the Company in respect of any such tax and other matters which it may suffer or incur.
- 12.4 The Consultant does not have any authority to and will not make any representations or incur any liability or cost or enter into any contracts or other

arrangements involving the Company in financial or other commitments without the prior written approval of the Company.

13. General

- 13.1 Neither party shall be liable to the other party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure was due to any act of God, fire, act of government or state, war, civil commotion, prevention from or hindrance in obtaining any materials, energy or other supplies or any other cause beyond its control.
- 13.2 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 13.3 It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement (a “third party”) notwithstanding that any such term of this Agreement may purport to confer or may be construed as conferring any benefit on such third party and irrespective of whether such third party is identified in the Agreement.
- 13.4 It is agreed that this Agreement will be governed and construed according to the laws of the State of California, USA and the parties submit to the exclusive jurisdiction of California’s Courts.

SIGNED by
For and on behalf of the Company

SIGNED by
For and on behalf of the Consultant



Schedule 1

1. Services:

The Company requests that the Consultant provide advisory services relating to business development, technology integration, public relations (PR), business marketing and branding of the Company including all such duties as may be required from time-to-time.

The Consultant agrees to provide the services of Mr. Craig W. Cooley or other such Executives agreed by the Company as necessary in delivering the Services.

The tasks to be performed by the nominated Executives may include but will not be limited to:

1. Design, setup and implementation of corporate multi property website with dynamic booking engine; including new website submissions to all prominent and appropriate search engines.
2. Set up and administer a search engine optimization programs for the corporate website as indicated by the Company.
3. Monitor website traffic tracking and visibility for optimum search engine placement. Provide input and feedback regarding the results of the information.
4. Host website and provide licensed URL for all corporate website as identified by Company; manage e-mail accounts and website visitor comments and communication.
5. Monitor social media for comments / criticisms / negative communications and / or endorsements as may be appropriate; report findings bi-weekly to Company.
6. Performance of any other tasks that may be agreed with the Company from time-to-time.

2. Monthly Consultancy Fee

A one-time retainer equal to the first months consultancy fee is to be paid in advance. After a period of six months the retainer will be applied in full against any current billing to the Company.

A one-time set up fee of \$3,000 for the creation, design implementation of new corporate multi property website as indicated by the Company is to be paid 50% in advance and 50% on delivery.

A monthly consultancy fee of USD \$_____ will commence and be paid per month to the Consultant for e-commerce marketing and management the Company all websites as indicated by the Company.

3 Additional Considerations NONE