



## Internet Marketing Services Agreement

This is a Marketing Services Agreement (hereinafter "Agreement") between netPRpro Incorporated (hereinafter "netPRpro"), located at 6101 Long Prairie Road #744-114, Flower Mound, TX 75028-6200, and "CLIENT" identified below.

### Services

netPRpro's objective is buyer targeted exposure for CLIENT in the Top-10 positions on traditional search engines, RSS newsfeeds and social search result pages (SERP's), generally expected to be used by buyers in their purchase cycle research. netPRpro may produce and distribute content, including but not limited to news releases, news briefs, videos, photos and graphics that feature CLIENT's name, contact info, product names and positive reputation for buyer targeted readership and search exposure. netPRpro will use the combination of internet media channels it judges to best achieve maximum exposure for CLIENT. netPRpro's primary emphasis shall be, but is not limited to, content production for "long-tail", "organic", Top-10 search marketing. netPRpro will supply original content written and crafted for the specific purposes of search rank, to the benefit of CLIENT. Material shall be based on CLIENT provided information and upon netPRpro secondary industry, market and buyer research. CLIENT shall provide information that will be used by netPRpro to create, a series of marketing phrases, terms, sentences and paragraphs to produce original content for public distribution. Proofing of individual promotional compositions are not possible due to the volume and speed of submission required to impact markets. It is understood and acknowledged that results will vary based on market, competition, media access for market, market size and timing. This agreement shall NOT be construed to be a "Work for Hire Agreement" of any kind. It is understood and acknowledged by CLIENT that all methods used to create copy and promotional materials are trade secrets and the exclusive and proprietary property of netPRpro. CLIENT hereby grants netPRpro the nonexclusive right to use Company trademarks, trade names and service marks ( the "Marks") as necessary to satisfy its obligations under this agreement. This conveys no ownership or other rights in the "Marks".

### Liability

CLIENT SHALL HOLD netPRpro, it's owners, employees, suppliers, contractors and associates harmless with regard to errors and/or omissions in copy, created by netPRpro on CLIENT's behalf. netPRpro shall in the event of discovering an error and/or omission make every reasonable effort to minimize any adverse effects that may result. CLIENT warrants that the information and/or materials it provides netPRpro are accurate and indemnifies netPRpro from and against any and all liability resulting from inaccurate information and/or materials provided by CLIENT and subsequently used by netPRpro in providing its services under this Agreement. CLIENT certifies that it owns sole rights to all Intellectual Property provided to netPRpro by CLIENT for use in CLIENT's public representation. All news releases will be clearly marked for the protection of our clients and netPRpro as being created for public relations, promotion or news purposes in compliance with FTC and FCC rules. netPRpro SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES. LIABILITY FOR ANY DAMAGES SHALL, UNDER NO CIRCUMSTANCES, EXCEED THREE MONTHS FEES UNDER THIS AGREEMENT.

### Price and Terms

netPRpro agrees to provide their marketing services to CLIENT as designated in this Agreement. In consideration for said services, CLIENT agrees to pay a monthly fee in advance as outlined below in this Agreement.

Market/Competitor Exclusive Programs Available: Select One

- Single Market \$ 500 one-time setup fee plus \$ 750 per month.
- Single Metro Area \$ 500 one-time setup fee plus \$1700 net per month.
- State Market \$1200 one-time setup fee plus \$2900 net per month.
- Multi-State/Region \$1800 one-time setup fee plus \$5000 net per month.
- National/Industry \$2500 one-time setup fee plus \$7500 net per month.

Client may request additional markets at any time for a per market service fee to be negotiated by separate Agreement.

This Agreement will have no effect unless and until signed by both parties hereto. The term of this Agreement shall be for one year. It will be automatically renewed for successive one-year periods, unless written notice of termination, sent by U.S. certified mail, is received by CLIENT or by netPRpro, not fewer than 30 days prior to the expiration of any such period. Notice, under this Agreement, shall be deemed to have been delivered on the day such notice is deposited in the U.S. mail and sent via certified delivery to the applicable address set forth herein or to such address as is established by notice sent in accordance with this Section. Each separate term is hereinafter referred to as an "Agreement Period."

### Invoicing and Termination

The one time setup fee and first month's payment due hereunder shall be paid by Client prior to initiation of services. Payment shall be charged to the credit card on file for this account monthly on the anniversary date of this Agreement. All accounts past due over 5-days will be suspended. After 15-days accounts will be cancelled without further notice. Early cancellation shall result in full payment of the remaining 12-month payments described under this Agreement becoming due and payable immediately.

### Miscellaneous

The interpretation and construction of this Agreement shall be governed by the laws of the state of Texas and venue for any disputes or litigation related to this Agreement shall rest solely and exclusively in the county courts of Denton County, Texas. The parties hereto represent and warrant that this Agreement has been duly executed by an authorized representative of each applicable party and that the terms hereof represent valid and binding obligation of the parties hereto. The parties agree that this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. This Agreement may only be amended in writing signed by both parties

By affixing signature hereto, the undersigned signifies that he/she is authorized to execute this Agreement on behalf of CLIENT effective as of \_\_\_\_\_, and has read and hereby agrees to all pricing, terms, and conditions stated herein.

Signature: \_\_\_\_\_  
Authorized CLIENT Representative

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Email \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Phone \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site URL \_\_\_\_\_

**FAX TO  
972-432-5313**

Signature: \_\_\_\_\_  
Authorized netPRpro Representative

\_\_\_\_\_ Date



**Credit Card Authorization Form**

**Instructions:**

Complete with credit card billing information. Sign where indicated.  
All fields REQUIRED. Submit this form to netPRpro, Inc. via fax at 1-972-432-5313.

Date: \_\_\_\_\_  
Cardholder Name: \_\_\_\_\_  
Credit Card Type: \_\_\_\_\_  
Credit Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
CVV Number: (3-4 Digit Security Number) \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Country: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**I authorize netPRpro, Inc. to charge my credit card monthly an amount based on stated contract terms of no more than:**

\$ USD (U.S. Dollars) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FAX TO  
972-432-5313**

**FOR NETPRPRO, INC. INTERNAL USE ONLY (do not complete the section below)**

Notes:

# Client Details

## Public Information Below

**PLEASE PRINT**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Web URL: http://www. \_\_\_\_\_

### Public Media Contact Information:

is necessary. To insure that buyers and media have a contact point for additional information about your product.

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

### What Do You Sell, your products:

What is the product or service you sell.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Markets/Industry:

Examples: Dallas, New York, Manufacturers, Collision Repair...

Market 1: \_\_\_\_\_

Market 2: \_\_\_\_\_

Market 3: \_\_\_\_\_

### Buyer Groups:

Examples: Drivers, Companies, Families, Homeowners...

Buyer Group 1: \_\_\_\_\_

Buyer Group 2: \_\_\_\_\_

Buyer Group 3: \_\_\_\_\_

### Key Terms that your Buyers Want:

Examples: Fast Auto Body Repairs, Affordable Data Center Facilities, Reliable Catering...

Looking For 1: \_\_\_\_\_

Looking For 2: \_\_\_\_\_

Looking For 3: \_\_\_\_\_

**Use  
multiple  
forms if  
necessary**

**FAX TO  
972-432-5313**