

## Terms and Conditions

YOUR USE OF OUR SERVICES INDICATES YOUR INTENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE ("THE AGREEMENT"). The Agreement is a legally binding between you ("You" or the "Client") and COMMUNIQUÉ regarding services rendered or to be rendered by COMMUNIQUÉ.

### 1. Services

COMMUNIQUÉ agrees to provide the client services as specified and packaged on its website or any document signed by COMMUNIQUÉ expressly defining the services to be provided ("Services"). Any feedback and requested changes must be agreed upon in writing by COMMUNIQUÉ.

### 2. Acceptance and Commencement of Work

Written approval and/or request by the Client to commence work (via online or otherwise) will be deemed to be an acceptance by the Client of these terms and conditions. The Client acknowledges that COMMUNIQUÉ will not commence providing services until any deposit specified on the website or any document signed and disseminated to Client has been paid. The Client agrees to provide all required information and documentation required by COMMUNIQUÉ. The Client indemnifies COMMUNIQUÉ from any damages costs or expenses resulting from any delays in the provision of the Services due to the failure of the Client or the Client agent to provide the required information and documentation on time.

### 3. Client Contact

The Client warrants to COMMUNIQUÉ that the Client Contact has full authority from the Client to sign for and accept all work and deliverables, and is the single point of contact for all inquiries and requests with respect to the provision of the services, and will deliver consolidated feedback representing the interests and intentions of the Client in a form acceptable to COMMUNIQUÉ.

### 4. Client's Obligation to Provide Information

The Client or its agent must provide COMMUNIQUÉ with all required information for the provision of the Services, including all documentation, relevant briefs, artwork, electronic resources, any background information and any information that will impact the Services. The Client indemnifies COMMUNIQUÉ against any and all claims, demands, proceedings, losses and damages (actual, special, and consequential) of every kind and nature, known and unknown, including reasonable legal fees in connection with the information provided by the Client.

### 5. License

The Client grants COMMUNIQUE a fee free, non-exclusive license to use materials supplied by the Client, the Client's trademarks, and graphics and copyrighted material as necessary for COMMUNIQUE to provide requested Service. The Client grants COMMUNIQUE a fee free, non-exclusive license to use materials created through the Term of this Agreement for the ongoing promotion of COMMUNIQUE. The Client warrants that all materials and any instructions supplied to COMMUNIQUE pursuant to this Agreement will not infringe on the intellectual property rights of a third party, or result in any tort, injury, damage, or harm to any third party.

## 6. Fees and Payment

The Client will pay to COMMUNIQUE on a monthly basis for six months, to be auto drafted each month. The first payment will be auto drafted upon completion of a booked session. The remaining payments will be auto drafted on the same day of the month for 5 consecutive months. All payments are non-refundable.

The Client also agrees to pay to COMMUNIQUE the following additional costs:

- a. Travel expenses incurred by COMMUNIQUE to travel to the Client outside of the Atlanta metropolitan area.
- b. Any venue costs incurred by COMMUNIQUE if the Client requires a workshop to be held in a different venue other than that Client's office.
- c. Any third-party costs incurred on behalf of the Client including but not limited to engaging third party suppliers.
- d. Any licensing costs incurred on behalf of the Client as part of providing the Services to Client.

## 7. Overdue Payments

In the event of any failure by Client to make Payments in accordance with this Agreement, the Client shall be considered in default. Under such an event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Client liable to pay all reasonable attorney's fees and costs of collection of the Company.

## 8. Intellectual Property

All intellectual property documentation including proposals, strategy, reports, scopes, electronic copies and information in connection with or arising from the Services are the property of COMMUNIQUE until such time as the final invoice has been paid in full. On full payment by the Client, COMMUNIQUE grants to the Client a non-exclusive, non-transferable, royalty free, perpetual license to use the intellectual property documentation for the client's internal business purposes only. The Client must not use the intellectual property documentation for any other purposes without the written consent of COMMUNIQUE. COMMUNIQUE places copyright on all such documentation. All Services provided by COMMUNIQUE must be received by the Client in the strictest of confidence.

## 9. Non-Solicitation

The Client undertakes that itself and any of its related businesses, successors or assignees will not for a period of twenty-four (24) months from the termination of this Agreement entice away or endeavor to entice away any of COMMUNIQUE's employees. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of COMMUNIQUE. The Client will pay COMMUNIQUE 20% of annual salary of employee, per employee hired by the Client in breach of this covenant, this being agreed by the parties as liquidated damages incurred by COMMUNIQUE for a breach of this clause. This clause will survive the termination of the Agreement.

## 10. Indemnification

The Client agrees to indemnify and hold COMMUNIQUE and its related entities, affiliates, officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, suffered by COMMUNIQUE as a result of any breach of this Agreement by the Client and/or made by any third party due to or arising out of the Client's breach of this Agreement or the Client's breach of any law or the rights of a third party (including but not limited to intellectual property rights), or in respect of or in connection with the Services. This clause will survive termination of this Agreement.

## 11. Dispute Resolution

If a dispute arises out of or relates to this Agreement, the parties expressly agree to endeavor to settle the dispute by mediation through a mutually agreed upon mediator.

## 12. Governing Law

This Agreement is governed by the laws of Georgia. The parties agree to the jurisdiction of the courts of Georgia.

## 13. Assignment

Neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

## 14. Severability

If a clause is void, illegal or unenforceable, the remainder of the Agreement is enforceable.

## 15. Entire Agreement

This Agreement supersedes all previous agreements with respect to the subject matter and embodies the entire agreement between the parties.