Web Site Design Contract for AG Media LLC
P: 262-325-0881

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This AGREEMENT is dated and in effect as of August 12th, 2017 between Dream Big Creative, hereafter

referred to as "Client" and AG Media LLC, hereafter referred to as "Consultant". This agreement is with respect to the Website Design, Development, and Marketing, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;

2. is or becomes part of the public domain without breach of this Agreement;

3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

DESCRIPTION OF WORK:

Design and develop new website for PrepCann using the LearnDash plugin (bought separately) that will have a login for people to take tests, watch video tutorials, and get various education info for a one time and/or monthly subscription fee.

PAYMENT SCHEDULE:

The full length of this contract is as follows:

Starting date is August 12th, 2017 and \*estimated completion\* date is 2-3 Weeks for the total amount of

$1000.00 for the complete package. Client is requested to pay 50% ($500.00) upfront before work begins, and 50% ($500.00) when completed project is finalized and approved. Should the developer fail to meet the

needs of the client as outlined by this agreement, the client will be entitled to a full refund of 100% of the

amount paid.

Client will retain all rights to the files, code and work produced for them, once the final payment is made.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

TERMINATION:

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request at a rate of $40 per hour, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work until fully compensated, at which point ownership and rights to said work will shift to the Client. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either expresses or implied, on behalf of the other. This Agreement shall be governed by and construed in accordance with the laws of Wisconsin applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of the Consultant:  Date: 8-12-2017