

TFC Marketing + Sentry Security

This Agreement is executed on the 18th of May, 2016 between, TFC Marketing, referred to as "the Agency" which expression shall include its successors and assigns Sentry Security hereinafter referred to as "the Client", which expression shall include its successors and assigns of the second part. It is agreed by and between the Client and the Agency as follows:

1. **AGENCY APPOINTMENT:** The Client hereby appoints the Agency to design and develop website for lead generation only.
2. **AGENCY SERVICES:** Responsive Web Page, including any activities which shall be listed in Appendix A.
3. **COMMENCEMENT AND DURATION:** This agreement is deemed to commence from the (05/23/16), and shall remain in force until completion of the project.
4. **CONFIDENTIALITY:** The Agency shall maintain absolute confidentiality with respect to any confidential information received from the Client. The Agency shall not disclose any such information without obtaining Client's specific prior consent, otherwise than in compliance with statutory requirements.
5. **GOVERNING LAWS:** The Client and the Agency shall comply with all statutory regulations. This agreement will be subject to Florida jurisdiction.
6. **AGENCY FEES AND REMUNERATION:** All out-of-pocket expenses such as plugins and tools, connection stations (shipping) stay, etc. incurred by the Agency, as part of this assignment, would be borne by the Client. Such out of pocket expenses will be incurred by the Agency only after specific approval from the Client. Similarly charges for any other services including video creation, application development, media buy, purchase of licensed images and content, etc. if applicable, will be charged extra.
7. **PAYMENT TERMS:** The Client agrees to pay Retainer Fees against Invoices at the beginning of work on the development of the website. All other Invoices raised on the Client will become payable within 7 days from the date of all such Invoices.

Option 1: \$5,250

Complete Webpage Page in 60 Days (from time client provides agency with information): 50% due at signing and 50% due at completion.

All payments via Trade Source

8. INDEMNITY: The Agency shall indemnify and keep the Client indemnified against all losses, expenses or damages that may be suffered by the Client due to any default or breach of terms by the Agency under this Agreement. The Client shall indemnify and keep the Agency indemnified against all losses, expenses or damages that may be suffered by the Agency due to any default or breach of terms by the Client under this Agreement.

9. NON- SOLICITATION: Both the Client and the Agency hereby covenant that during the term of this agreement and for a period of one year following its termination or expiration, it shall not, without the previous written consent of other party, employ or contract the services of any person who was employed by the party at any time during a period of 12 months preceding the date on which the offer for employment is made to the party.

10. FORCE MAJEURE: Neither the Client, nor the Agency, shall be liable for any default, delay or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.

11. EVALUATION: The Client and the Agency shall evaluate progress under this agreement at the beginning of every quarter and take corrective action as may be required.

12. MODIFICATION IN TERMS: Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officials of the Client and the Agency.

13. WAIVER: The failure of either party at any time to enforce any provision of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Client and the Agency.

14. **TERMINATION:** Once the project begins and the contract is signed, there is no termination. Project will be completed and payment must be received.

16. **NOTICES:** Any or all notice to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses as mentioned below:

a) In the case of notice to the Agency at: 10490 SW 12th Ter, Miami, FL 33174.

b) In the case of notice to the Client at: 10001 NW 50th Street Suite 111, Sunrise, FL 33351

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate through their respective duly authorized officials on the day, month and year hereinabove mentioned.

Executed:

Sign _____ **TFC Marketing** _____ **Date**

Sign _____ **Sentry Security** _____ **Date**

Appendix A: Party Responsibilities & Payment Terms

- Design and develop web page
- Make mobile friendly/responsive
- eCommerce capabilities but not fully integrated
- Link social media channels
- Initial work begins upon completion of initial payment as well as information from client provided to agency (logos, descriptions, models, prices, artwork, etc.)
- Create a lead generation form to create a wallet of contacts for future use.
- Website will have around 12 to 15 pages.
- Menu will be redesigned to 4-5 tabs and 5-8 subtabs.