

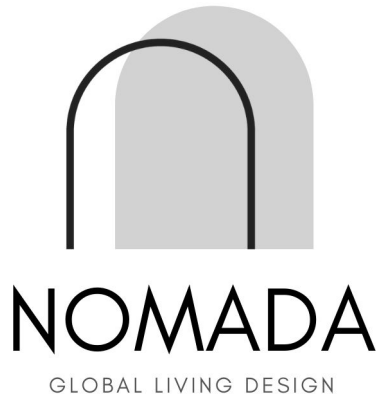
LETTER OF AGREEMENT

The purpose of this letter of agreement is to outline the scope of the interior design services that Nomada Global Living Design LLC (Designer) will perform for Purdey Castle (Client) at 154 Springdale Way, Emerald Hills, California.

I. Services to Be Rendered

It is the understanding of both Designer and Client that the services requested at this time from Designer consist of the following and as outlined in the attached Estimated Design Service Fee Proposal:

- Designer will meet with the client to determine the interior design direction for all interior spaces.
- Designer will prepare floorplans and source & prepare interior specifications in order to illustrate Designer's suggested interior design concepts, to include drawings, furnishings, color schemes, interior finishes, decorative lighting, window treatments, custom cabinetry design, wall coverings, floor coverings, accessories, hardware, ceiling treatments, and other similar items as requested.
- Designer will coordinate with third parties including showrooms, artisans and vendors, as required.
- Designer will coordinate her services with the services provided by the client's team such as architects, landscape designers, contractors and other consultants retained by Client regarding architectural finishes, millwork, and other specifications. Designer shall be entitled to rely on the accuracy and completeness of services and information furnished by Client and Client's consultants.
- Designer will make periodic site visits to the project site to observe that work is proceeding in general conformity with Designer's concepts, and to take any necessary measurements needed.

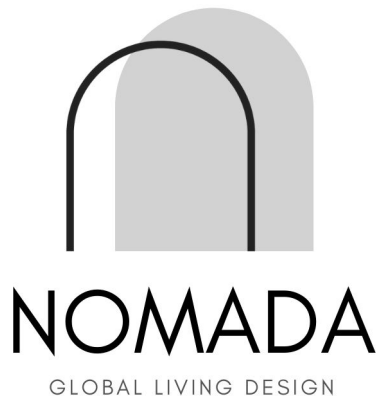


- Designer will complete purchasing of & coordinate the delivery of merchandise.
- Designer will coordinate the installation of merchandise.

II. Fees & Compensation

Client will be invoiced on the 1st day of each month until project completion for all design hours spent. Client will only be billed for the hours spent on services rendered.

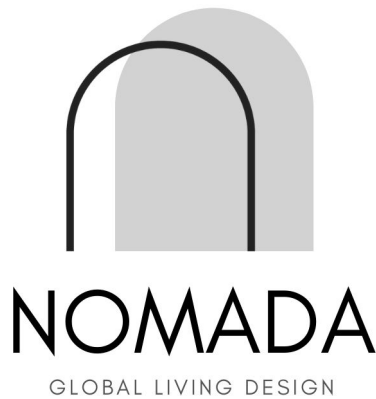
- Designer services will be performed per the following rates:
 - Principal Designer: \$185.00 per hour
 - Associate Designer: \$160.00 per hour
 - Junior Designer: \$145.50 per hour
 - Design Assistant: \$115 per hour
 - Travel Time: half the hourly rate according to the above
- Estimated billable time is the best estimate based on original scope of work as reflected on the Estimated Design Service Fee Proposal attached hereto and incorporated herein by reference. Actual design time may change due to Client requested changes, merchandise or supplier issues, coordination with other trades, delays or issues due to regulatory requirements, etc. Designer will try its best to communicate any significant increases in design or billable time in a timely manner.
- Designer shall extend designer trade discounts to client normally 10-15% off, and then a Purchasing commission of 30% is added.
- Client shall not pay more than the manufacturer's suggested retail price on any items proposed.



III. Project Expenses

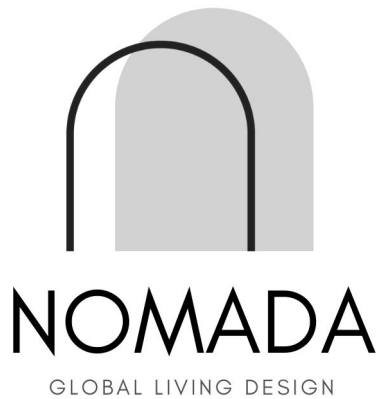
Project Expenses will be billed monthly along with the hourly rate of designer time. Payment is due upon receipt. Designer will keep a timesheet and record of all out-of-pocket expenses which will be reflected on Client invoice.

- Designer shall be reimbursed at cost for any project related expenses incurred throughout the project and are subject to a 15% processing fee. Project related expenses shall include the cost for any material samples; courier services, delivery fees, and similar expenses.
- All Merchandise to be purchased by Designer will be proposed to Client in written form via Designer's purchasing agent sfHeimat. The orders will be placed upon written approval of the proposal and receipt of required funds from Client. The funds required for Merchandise will be a deposit of 100% of the purchase price. All proposals will list Designer net price & commission in dollars separately.
- Payments may be made by personal or certified check, wire transfer, or Paypal. Payments by credit card can be pre-arranged, with no processing fee.
- Titles to all merchandise purchased by Designer remains with Designer until paid for in full.
- All delivery, handling, freight charges, recycling, governmental assessment fees and/or insurance is payable by the Client. Designer assumes no responsibility for delays occasioned by the failure of others to meet commitments and or contractual obligations or acts of God. The client shall have the benefit of all guarantees and warranties provided by any manufacturer of products installed in this project. Client assumes all expenses due for cancelled or returned items.
- All installation costs and other service fees (e.g. electrician, plumbing, alarm security, movers, delivery, handling, shipping, etc.) is payable by the Client. If Designer prepays for any of these costs. Client will be invoiced subject to a 15% processing fee.



IV. Terms & Conditions

- Designer's drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural, engineering, or construction purposes. Designer does not provide architectural or engineering services. Designer is not a licensed contractor, architect or engineer, and is not responsible for performing such services.
- Designer is not responsible for any services contracted directly by Client.
- Designer is not responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by consultants pursuant to direct contract with client. Designer shall provide prompt written notice to the Client if Designer becomes aware of any error, omission or inconsistency by the consultants.
- Designer will not be responsible for any pricing, proposals, ordering, expediting, freight, follow up, installation or claims relating to any orders that the client makes on their own behalf.
- Designer shall use commercial best efforts to ensure that the Client will have against the manufacturer or supplier of goods purchased whatever guarantee or warranty offered by the manufacturer or supplier as provided.
- Designer is not responsible for any delays or cancellations caused by failure of vendors to meet commitments, for this reason, all quoted delivery times are approximate.
- Client may not use project documents for any purpose other than completion of the project by Designer.
- Designer shall be permitted to photograph the Project. Designer is entitled to



use these photographs for business purposes, including but not limited to promotional materials, marketing, branding and in reports and other materials. Designer will not disclose the Project location or Client's name without prior written consent.

- Either Client or Designer may terminate this agreement upon seven (7) days written notice, in that event the following will occur:
 - All work on the project will cease.
 - Client will pay all accrued expenses and fees for successfully completed design deliverables through the date of termination.
 - All administrative clean-up work will be billed at design work hourly rate.
 - All materials, furnishings, etc. ordered prior to termination notice will be provided to and paid for by Client.
- Collections Cost. In the event that Client fails to timely pay duly submitted invoices as required by this Agreement, Client agrees that it shall be additionally liable for all of Designer's costs and expenses of collection, including, without limitation, reasonable fees for attorneys and court costs.
- TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, DESIGNER SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, DESIGNER'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, DESIGNER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED



THE AGGREGATE COMPENSATION PAID BY CLIENT TO THE
DESIGNER UNDER THIS AGREEMENT.

V. Retainer Fee

At this time, a retainer fee of \$5,000.00 is being requested by check or wire. You can make the check out to Nomada Global Living Design LLC and mail it to: Tamara Broussard 733 Stannage Ave #3, Albany, CA 94706. OR if you wish to wire, we will send you instructions via email.

- This retainer fee will be deducted from your final statement at the completion of the Project.
- The signing of this Letter of Agreement and the receipt of the retainer fee authorizes Designer to proceed with this project.
- In the event this Project is terminated before completion, the retainer will be applied as compensation for services rendered based upon Designer's hourly design fee.

VI. Mediation

If a dispute cannot be settled by direct negotiations between Designer and Client with respect to this Agreement, both parties acknowledge and agree that prior to initiating any litigation regarding such dispute, they shall submit their dispute to a mutually agreeable mediator for purposes of conducting non-binding mediation in an effort to resolve the dispute without the necessity of litigation.

(Signatures required on next page)



The undersigned parties accept the terms of this Agreement.

“Designer” Nomada Global Living Design LLC

By: _____
Print Name: _____
Title: _____
Date: _____

“Client”

By: _____
Print Name: _____
Address: _____
Date: _____