

ILLUSIONAGE[®]

PRODUCTIONS

By choosing to use our services, you are agreeing to the terms below. Please review these terms and insure that you are in complete understanding of all aspects to the agreement.

Service Agreement

1. Agreement. This agreement (this Agreement) sets forth the terms and conditions whereby the Company agrees to provide certain services (as described on Schedule 1) to the Customer.

2. Services

2.1 Customer agrees that the services and/or program(s) set forth on Schedule 1 (the Services) shall be provided by the Company according to the terms and conditions set forth in this Agreement. 2.2 The Customer shall not control the manner or means by which the Company performs the Services.

2.3 Unless otherwise set forth in Schedule 1, the Company shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services. The Customer shall provide the Company with access to its premises and equipment to the extent necessary for the performance of the Services.

3. Term

The term of this Agreement shall commence on [DATE] and shall continue until [DATE], unless earlier terminated in accordance with paragraph 11. Any extension of the term will be subject to mutual written agreement between the parties.

4. Expenses

The Customer is solely responsible for any travel or other costs or expenses incurred by the Company in connection with the performance of the Services.

5. Relationship of the Parties

5.1 Customer is an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the Customer and the Company for any purpose. The Customer has no authority (and shall not hold themselves out as having authority) to bind the Company and the Customer shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

6. Intellectual Property Rights

6.1 Provided all invoices have been paid in full, the Customer is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement including but not limited to graphic design, logo design, print

media, advertising media such as flyers, banners and magazine ad designs/the deliverables set out on Schedule 1 (collectively, the Deliverables), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively Intellectual Property Rights) therein. The Customer agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Customer.

6.2 The Customer has no right or license to use the Company's trademarks, service marks, trade names, logos, symbols or brand names.

6.3 The Company shall have the unqualified right to display the Deliverables in the Company's portfolio of works on the internet or otherwise, for marketing purposes to other potential customers.

7. Confidentiality

7.1 The Company and Customer acknowledge that they will have access to information that is treated as confidential and proprietary by the Company and the Customer, including, without limitation, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of the Company or the Customer, their affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the Confidential Information). Any Confidential Information that the Customer or the Company develop in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this paragraph. The Customer and the Company agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the other party in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Customer and the Company shall notify the other party immediately in the event either party becomes aware of any loss or disclosure of any Confidential Information.

7.2 Confidential Information shall not include information that: (a) Is or becomes generally available to the public other than through the breach of this Agreement; (b) Is communicated to the other party by a third party that had no confidentiality obligations with respect to such information; or (c) Is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that the disclosing party has given the other party prior notice of such disclosure and an opportunity to contest such disclosure.

8. Representations and Warranties

8.1 The Customer represents and warrants to the Company that: (a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) The Company entering into this Agreement with the Customer and the Company's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which the Company is subject;

8.2 The Company hereby represents and warrants to the Customer that: (a) The Company has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of the Company's obligations in this Agreement; (b) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action. (c) The Company has the required skill, experience and qualifications to perform the Services, the Company shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and the Company shall devote sufficient

resources to ensure that the Services are performed in a timely and reliable manner; (d) The Company shall perform the Services in compliance with all applicable federal, state and local laws and regulations; (e) The Customer will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; (f) All Deliverables are and shall be the Company's original work (except for material in the public domain or provided by the Customer) and, to the best of the Company's knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

9. Insurance

During the Term, the Company shall maintain in force adequate workman's compensation, commercial general liability, errors and omissions, and insurance.

10. Termination

10.1 The Company may terminate this Agreement without cause upon thirty (30) days' written notice to the Customer. In the event of termination pursuant to this paragraph 11, the Customer shall pay the Company on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.

10.2 The Company may terminate this Agreement, effective upon written notice to the Customer, in the event that the Customer breaches this Agreement.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, the Customer shall promptly: (a) Deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;

10.4 The terms and conditions of this paragraph 11 and paragraph 5, paragraph 8, shall survive the expiration or termination of this Agreement.

11. Other Business Activities The Company may be engaged or employed in any other business, trade, profession or other activity.

12. Non-Solicitation Each party agrees that during the Term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement, it shall not make any solicitation to employ the other party's personnel without written consent of the other party to be given or withheld in its sole discretion.

13. Assignment The Customer shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

14. Miscellaneous

14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a Notice) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to

time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

14.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

14.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the State of Georgia in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

14.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

*Next day or same day deliverability is not guaranteed.