

AUTHORITY PACKAGE AGREEMENT WITH KIDD MARETING

RECITALS

- A. KIDD Marketing. ("COMPANY"), an independent contractor wishes to provide its skills, expertise and resources to provide services (the "Services") for _ ("CLIENT") under the terms as set forth in this Partnership Agreement (the "Agreement");
- B. CLIENT desires the Services and is willing to pay a set amount to COMPANY for the Services and have them performed in accordance with terms and conditions set forth herein; and
- C. Both parties agree that in all aspects of the relationship between COMPANY and CLIENT there shall be fair and reasonable dealings with the highest priority accorded to honest and ethical business practices between them;

The parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1. **Services:** Services that COMPANY will perform are as set forth in the attached Exhibit B, Scope of Services and Compensation, incorporated herein by this reference.
2. **Term / Termination:**
3. The provision of Services will start on the date that payment is made on the website. Both parties agree that clicking on the link and making payment shall constitute execution of this Agreement ("the Effective Date"). CLIENT may only terminate for cause due to the insolvency of the other party or the institution of voluntary or involuntary proceedings in bankruptcy or under any other insolvency law, or an arrangement with creditors, or a corporate reorganization, receivership, or dissolution of the other party. COMPANY may terminate under the terms as set forth in section A.9
4. **Work Schedule:** The work schedule is set forth in Exhibit B, Scope of Services and Compensation.
5. **Facilities/Resources:** COMPANY will use its own computer and office resources to perform Services. However, should CLIENT require COMPANY to perform Services at a place of CLIENT's choosing, CLIENT shall provide whatever facility or resource which may be reasonably expected for the performance of Services at no additional charge to COMPANY.
6. **Compensation/Payment:** The compensation and payment terms are as set forth in Exhibit B, Scope of Services and Compensation. Both parties shall be responsible for their own expenses, unless otherwise mutually agreed.
7. **Intellectual Property Rights:** The ownership rights to any intellectual property, including but not limited to patents, copyrights, trademarks, business practices and trade secrets (collectively "Intellectual Property Rights") shall remain the property of each party as such ownership existed immediately prior to the Effective Date. The parties shall have equal share in any

Intellectual Property Rights jointly developed during the performance of this Agreement. Intellectual Property Rights not developed jointly shall remain the property of the developing party.

8. **General Terms and Conditions:** The general terms and conditions in Exhibit A are included in this Agreement by reference as if set forth herein in full.
9. **Notification/Contacts:** The contact data for COMPANY and for CLIENT are given below.

9.1 COMPANY

KIDD Marketing
Phone: (503) 933-2749
Email: wehelpyouthrive@gmail.com
Mailing Address:
5200 SW Meadows Dr, Suite B-100
Lake Oswego, Or, 97035

9.2 CLIENT

Phone:
Email:
Mailing Address:

10. **Non-Competition:** CLIENT recognizes that the training, development of and investment in CLIENT provided by KM is of value and benefit to both parties. In recognition of said value and benefit CLIENT receives from KM, should CLIENT's relationship with KM be terminated, for a period of three (3) years after the date of termination CLIENT shall not engage in the creation of content, advertising, or in the generation of traffic, sale of products, services, or other such content which is designed for the express purpose of directly competing with KM it's products, services, content or program. CLIENT may create new content or work any other job provided that said content or product of new employment or company is substantially unique and not a revision of any content, product or training created for KM or taught to CLIENT by KM that is deemed to be part of KM's "intellectual property" or "core competency" and providing of such content is not for the express purpose of directly competing with KM. Specifically Stated Any sharing or use of COMPANY Intellectual Property by CLIENT without express permission from COMPANY shall be considered a breach of this contract. Should CLIENT breach this provision during the said stipulated period of time, KM is entitled to recourse in a sum not to exceed one hundred thousand dollars (\$100,000.00) plus legal expenses as well as injunctive relief in addition to and not in lieu of any legal or equitable relief including money damages per incident. This provision shall survive the termination of this Agreement.

11. Limited Warranties; Disclaimers:

COMPANY represents and warrants that it will not at any time conduct its business in any manner that directly or indirectly offers, sells, leases, licenses, displays,

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delivers, advertises, recommends or promotes any products, services, data, information, images, text and/or other content which i) is unlawful or violates any applicable local, state, national or international ordinance or regulation having the force of law; ii) is defamatory, libelous, slanderous, abusive, threatening or harassing towards others; iii) is a form of chain letter or pyramid scheme; iv) an unfair, unlawful or deceptive business practice; v) is racially or otherwise offensive, hateful, bigoted or intolerant; vi) in violation of any privacy or data protection law or right; vii) infringes or violates any intellectual property right under the laws of any jurisdiction; viii) transmits or delivers any material that contains viruses, worms, Trojan horses, time bombs and any other harmful or damaging code, software program or other technology or the means of developing any of the above; or ix) advocates, promotes and/or provides assistance in carrying out violence or any other unlawful activity against any persons or any governments, businesses or other entities.

COMPANY represents and warrants that the COMPANY shall develop in a professional and workmanlike manner any services provided to CLIENT.

EXCEPT AS PROVIDED IN SECTION 10.2 CLIENT PRODUCT, SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CLIENT HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE CLIENT PRODUCT, SERVICES AND MATERIALS. CLIENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, ACCURACY AND TITLE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. CLIENT MAKES NO WARRANTY THAT THE OPERATION OF THE CLIENT PRODUCT OR PROVISION OF CLIENT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS IN EITHER WILL BE CORRECTED OR THAT EITHER WILL NOT BE SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

12. Limitation of Liability: NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, TO THE EXTENT ALLOWED BY APPLICABLE LAW NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY: I) FOR INTERRUPTIONS OF USE OR FOR LOSS OR INACCURACY OR CORRUPTIONS OF DATA OR COST OF PROCUREMENT FOR SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; II) FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES ASSOCIATED WITH BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; III) ANY AMOUNTS IN EXCESS OF THE FEES ACTUALLY PAID TO EITHER PARTY FOR PRODUCT/SERVICES; OR IV) FOR ANY MATTER BEYOND EITHER PARTY'S REASONABLE CONTROL.

13. Due Execution: All parties represent and warrant that this Agreement has been duly and validly authorized and executed and that this Agreement is valid and binding upon all parties and enforceable in accordance with its terms and conditions. Facsimile signatures of this Agreement are acceptable to both parties.

By paying a partial or full payment CLIENT and COMPANY signify their agreement to the foregoing.

EXHIBIT A: GENERAL TERMS AND CONDITIONS
EXHIBIT B: SCOPE OF SERVICES AND COMPENSATION

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EXHIBIT A GENERAL TERMS AND CONDITIONS

10. A.1 Independent Contractor:

COMPANY hereby declares and agrees that:
a) it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as an agent or employee of CLIENT, except as it is specifically specified otherwise in this Agreement; b) COMPANY does not have the authority to act on behalf of CLIENT or to bind CLIENT in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of CLIENT, unless such authorization is expressly given in writing, or is otherwise expressly stated in this Agreement; c) COMPANY and its employees or agents, if any, are not entitled to CLIENT's unemployment insurance benefits as a result of performing under this Agreement. COMPANY shall be solely responsible for all issues relating to payroll matters of its own or its employees and agents, if any, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local taxes, rules and regulations.

11. A.2 Indemnity:

COMPANY shall indemnify, defend and hold CLIENT harmless from and against any claim arising out of COMPANY's failure to pay any tax, or the use of CLIENT's facilities or resources. Both parties shall indemnify, defend and hold harmless each other from the gross negligence or gross misconduct of those working for each party.

12. A.3 Licenses -

COMPANY is solely responsible to secure whatever business license it may need to perform Services in the State of Oregon.

13. A.4 Insurance:

Each party is responsible for securing and paying for whatever professional liability insurance that party may elect to carry.

14. A.5 Disputes:

Should any disputes or issues arise under this Agreement, COMPANY will first address these disputes or issues to CLIENT to resolve on a fair and reasonable basis. In the event that resolution cannot be achieved after addressing the dispute or issue with CLIENT, the parties agree to submit to binding arbitration pursuant to the Oregon Rules of Arbitration set forth in the Oregon Revised Statutes within the jurisdiction of Washington County, Oregon in accordance with applicable US Federal,

Oregon State and/or local law to resolve said dispute or issue.

15. A.6 Amendments to Agreement:

Any amendments or changes to this Agreement shall be mutually agreed upon by the parties, set forth in writing and signed by all parties. No amendment shall be acted upon until it has been so reduced to writing and signed by the parties.

16. A.7 Confidentiality:

COMPANY recognizes that CLIENT will be providing certain sensitive business information (the "Information") that could be detrimental to CLIENT if released to third parties without CLIENT's knowledge and prior written authorization. COMPANY shall not reveal Information to others, directly or indirectly, without said prior written authorization by CLIENT. Such sensitive information shall be identified as such by CLIENT. COMPANY acknowledges that if COMPANY should release Information except as provided for in this Section, CLIENT, in addition to whatever other remedies may be available to it by law, shall be entitled to injunctive relief to bar such release. COMPANY shall not be held responsible for the release of Information if COMPANY has taken no action, directly or indirectly, which contributes to the release of Information that has become common public knowledge or has been released by others or COMPANY has become aware of Information via other channels prior to the Effective Date of this Agreement. Likewise, COMPANY may have similar sensitive Information that COMPANY may divulge in the performances of Services, including but not limited to its formula for book writing. Should CLIENT breach this confidentiality CLIENT shall be liable as set forth in in section 10 of the recitals. CLIENT shall have the same duties with regard thereto as enumerated for COMPANY hereinabove.

17. A.8 Financial Responsibility.

We have made every effort to accurately represent the Program and its potential benefits. Results can and do vary, therefore the COMPANY makes no guarantees. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business, desire and motivation. By signing below you also acknowledge that you have represented to the COMPANY that payment of your Program membership fees will not place a

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significant financial burden on you or your family.

- 18. A.9 Authorization of Payment.** By making initial payment you authorize the COMPANY to charge your credit card or cash your check as payment for your membership in the Program, if the COMPANY accepts you into the Program. This is not an installment contract. Furthermore, you agree that if you are accepted into the Program you are responsible for full payment of fees for the entire Program (the "Commitment Period"), regardless of whether you actually attend or complete the Program, and regardless of whether you have selected a lump sum or monthly payment plan. By paying in full or making a down payment for this program you agree that, if, for any reason, you choose to remove or cancel yourself out of the program prior to the end date of the Commitment Period, you are obligated to pay or continue paying any outstanding balance(s). Failure to make payment will remove you from the program, but will not remove the payment obligation. To further clarify, no refunds will be issued and all scheduled payments must be paid on a timely basis whether you complete the Program or not.
- 19. A.10 Deviation** Should CLIENT deviate from COMPANY's proven formula in any way, including but not limited to: format, marketing strategy, sizing, using outside resources or people, or in any other way outside of COMPANY's recommended method and execution; CLIENT assumes all responsibility for results and waives all right to any claims, guarantees or results. Should CLIENT later wish to have COMPANY edit or fix anything resulting from a deviation by CLIENT from COMPANY's proven formula, CLIENT acknowledges there will be an addition fee for these services.
- 20. A.11 Assignment:** No party shall assign any of the duties or privileges under this Agreement without first receiving the prior written consent of the other parties. Said consent shall not be unreasonably withheld.
- 21. A.12 FORCE MAJEURE:** Neither party shall be responsible for any delay or failure in performance of any part of this Agreement or order to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, action or civil or military authority, act of God, act of omission of carriers or any other similar causes beyond the parties' control.
- 22. A.13 GOVERING LAWS:** This Agreement shall be governed by and interpreted under the laws of the State of Oregon. Any proceedings arising out of disputes regarding this Agreement shall take place in a court competent jurisdiction within Multnomah County in the State of Oregon.
- 23. A.14 SECTION HEADINGS:** The heading of the sections herein are inserted for convenience only and are not intended to effect the meaning or interpretation of this Agreement.
- 24. A.15 Entire Agreement, Waiver and Severability:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, oral or written, which may have occurred prior to this Agreement, with the exception of any Nondisclosure Agreement previously executed between the parties. All waivers must be in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver. A waiver in one instance shall not be deemed a waiver in any other instance. In the event that any portion of this Agreement may be found to be invalid or unenforceable by a court of competent jurisdiction, only that portion so found shall no longer be in force and effect. All other portions of this Agreement not expressly declared to be invalid shall remain in full force and effect.

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EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION

B.1 COMPANY will provide to CLIENT, COMPANY's AUTHORity Package services which includes:

- Book outline consultation, interview turned into e-book and book, published and promoted to Best Seller on Amazon. As noted in section 7 of the recitals CLIENT will retain 100% of the rights and the royalties to the book.
- Book Editing which will provide a rough draft to client for their additions and then one (1) additional grammar edit after client additions. After grammar edit manuscript will be sent to client for final approval. * No additional edits after grammar edit are included in this package
- Additional revisions or service fees:
 - Additonal edits: \$350 each
 - Additional revisions \$350 each
 - Revisions or edits after client approval \$500 each
 - Revisions requiring a second upload to KDP or CreateSpace \$150 additional
- Best Seller citations that grant the right to display "Amazon Best Selling Author"
- Interview on Thriving Entrepreneur; pushed out to over 3.2 million people and available on iTunes
- Premium press release pushed to over 200 media outlets and we guarantee will be seen on ABC, CBS, NBC, & FOX.
- Media citations that grant legal access to network logos and the right to say you have been seen on ABC, CBS, NBC, & FOX.
- Graphic package with ABC, CBS, NBC & FOX logos to use for editing in social squares, banner formats, etc. for social media, packets, press kits, online newsletters, websites, etc.
- Package includes basic Social Media Campaign
- PLUS bonus items: Social Media Marketing starter pack includes: Social Media Formula and Prompts, Best Selling Author seal, memes, social media Best Selling Author square, book quotes. Information can be found in the video: <http://wehelpyouthrive.com/authority/>

B.2 COMPANY shall provide CLIENT the following marketing items:

- Best Seller citations that grant the right to display "Amazon Best Selling Author"
- Interview on Thriving Entrepreneur; pushed out to over 3.2 million people and available on iTunes
- Premium press release pushed to over 200 media outlets and we guarantee will be seen on ABC, CBS, NBC, & FOX.
- Media citations that grant legal access to network logos and the right to say you have been seen on ABC, CBS, NBC, & FOX.
- Graphic package with ABC, CBS, NBC & FOX logos to use for editing in social squares, banner formats, etc. for social media, packets, press kits, online newsletters, websites, etc.
- Package includes basic Social Media Campaign
- PLUS bonus items: Social Media Marketing starter pack includes: Social Media Formula and Prompts, Best Selling Author seal, memes, social media Best Selling Author square, book quotes. Information can be found in the video: <http://wehelpyouthrive.com/authority/>

B.3 Payments

B.3.1 Pay in Full CLIENT shall make 1 payment of \$5997 due at execution

B.3.2 Payment Option CLIENT shall make 4 payments of \$1650. The first payment due at signing and the others three (3) payments will be made monthly.

B.3.3 Additional Fees Should CLIENT determine a need for additional services not covered in the package these will be done at an additional charge