

MEDIA ENDORSEMENTS SERVICES AGREEMENT

This Agreement is made by and between _____ located at _____ ("Client"), and Publicity Guaranteed, a division of KMGi Corp. In consideration of the premises and the terms and conditions set forth in this Agreement, the parties to the Agreement, intending to be legally bound, hereby agree as follows:

1. SERVICES

Client retains Publicity Guaranteed to generate, within 30 days, positive reviews of at least 300 words each in at least FIVE U.S.-based newspapers or magazines, each with a circulation of at least 10,000 copies. The subject of the reviews shall be: _____

_____.

2. PAYMENT TERMS

The fee for successful performance of the service is \$2,995. The Agreement is considered valid after it's signed by both parties and the \$2,995 is remitted to Publicity Guaranteed as the retainer. The Client may opt to use escrow service of Guru.com, depositing the amount of the fee plus the escrow services costs of 10%. The retainer or the escrow is refunded shall Publicity Guaranteed fail to obtain five publications within 30 days and present tearsheets within 45 days of entering into the Agreement.

Additional services, if authorized by the Client in writing, will be billed at a blended rate of \$95 per hour plus compensation of the related reimbursable expenses such as printing, shipping or travel. Additional services may include media coaching, interactive production, media kit development, Social Media Marketing, SEO, etc.

3. PAPERLESS TECHNOLOGY

To reduce costs and expedite communication, Publicity Guaranteed will deliver clippings, tearsheets and media profiles to the Client electronically, by posting them to a project-related worksite or via e-mail.

4. NON-INTERFERENCE

Client agrees that he will not, interfere with or disrupt, or attempt to interfere with or disrupt, any business

relationship, contractual or otherwise, between Publicity Guaranteed and any other party, including newspapers, magazines, financial institutions, clients, prospective clients, employees, or representatives of Publicity Guaranteed. Client shall not perform any act in violation hereof through any other person or entity or through any plan, scheme, or design calculated to circumvent the requirements hereof. This covenant shall cover the term of this Agreement and a period of three years thereafter.

5. ENTIRE AGREEMENT

This document contains the entire agreement of the parties involved. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by authorized executive officers of the respective parties.

9. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York. The parties agree on New York City courts as the proper venue for any dispute related to the Agreement. With regard to any litigation arising out of this Agreement, the parties agree that the circulation data contained in the Audit Bureau of Circulation, a statement from the publisher or a major online media database listing circulations such as Vocus, Burrell's Luce or Cision will be admissible without objection or cross-examination. In addition, the parties agree that print-outs of the articles or blog entries from media monitoring services or publication's web sites will be admissible without objection, authentication or cross-examination.

For Publicity Guaranteed, Inc.:

Name:
Position:
_____, 2010

For Client:

Name:
Position:
_____, 2010

Please fax the signed Agreement to PG to (212) 202-4982