

AGREEMENT

This Agreement is made by and between _____ located at _____ (“Client”), and Publicity Guaranteed, Inc. (“PGI”). 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 appoints PGI and PGI accepts the appointment as the Client’s exclusive publicist for the duration of this Agreement. PGI agrees to promote the Client in the media listed in clause 2, with the exception of those which were crossed out by the Client when signing the Agreement.

2. PAYMENT TERMS

Billing will be done by submitting invoices to the Client’s email address. All amounts are in U.S. dollars. All rates listed below reflect 40% promotional discount. Client agrees to provide PGI in writing, the dates and times the Client will NOT be available for interviews over the course of a two month period, to be used as PGI’s guideline for arranging on the Client’s behalf. 50% of the rate will be charged for the interviews setup by PGI on behalf of the Client as per this Agreement but missed or passed on by the Client.

Print Media

PGI is to start with writing a promotional article for the Client. PGI shall promote the Client’s story via syndicated news channels and/or traditional media pitching. Client agrees to pay PGI for all resulting publications or media reports (“reports”) in each North American news medium which published the report or an interview with the Client. The rates for each resulting placement up to 300 words are:

Circulation	<10,000	10,000+	50,000+	100,000+	500,000+
Papers	free	\$385	\$795	\$1,200	\$2,850
Magazines	\$385	\$1,200		\$2,400	

Rates for reports that are more than 300 words are prorated by multiplying the above rates by the number of words in the article/report and dividing by 300. Double rates apply for front page placements. If the article appears only on the online version of a print publication, Client shall pay only half of the print edition rate.

TV

Client agrees to pay \$1,500 for a TV report and \$3,850 if the report is shown on a national TV network.

Additional Services

The copywriting fee is \$285 per each article or news release written by PGI at the Client’s request. Additional services, if requested 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, etc.

Budget Cap (Optional)

Client agrees to a 10% surcharge to all billing in exchange for PGI’s obligation to waive all charges above the budget cap of \$_____.

3. CREDIT CARD AUTHORIZATION

In lieu of providing a retainer, Client authorizes PGI to charge the following credit card for the services performed:

Visa MasterCard American Express

Cardholder: _____

Card Number: _____

Exp: ____ / ____ Card Verification Number: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

4. PAPERLESS TECHNOLOGY

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

5. TERMINATION

Either party may terminate this Agreement by sending the other party 30 days advance written notice via overnight or registered mail to Publicity Guaranteed, 228 Park Ave South, 16065, New York, NY 1003. Client understands that many media outlets often require a significant lead time and agrees to pay for results which occurred within nine month after the Termination.

6. PAST DUE ACCOUNTS

\$25 charge applies to declined credit card charges. The Client and also the undersigned in his or her personal and individual capacity agree to joint and several liability with regard to the amount owed plus interest of 1.5% per month on any past due balance, all resulting legal costs plus collection costs at flat rate of 28%. If the account remains past due for more than 14 days, the budget cap provision and the discount will be voided and the non-discounted rate will be applied to all billable placements.

7. 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 PGI and any other party, including newspapers, magazines, financial institutions, clients, prospective clients, employees, or representatives of PGI. 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.

8. 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.

For Publicity Guaranteed, Inc.:

Name:
Position:
_____, 2009

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 Client:

Name:
Position:
_____, 2009

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