

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into and is effective this ____ day of _____ 2016 (the "Effective Date") by and between Jetimpex Inc dba www.Templatemonster.com, a Company registered under the laws of Florida having its principal place of business located at Ft. Lauderdale, Florida, United States ("Company"), and _____ (Name of vendor) of _____ (address of Vendor) ("Vendor").

Both "Company" and "Vendor" shall be referred individually as the "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Company provides owns and operates an online platform service which will enable its customers to buy pre-made design content from Vendor; and,

WHEREAS, The Parties desire to enter into this Agreement to set forth the terms and conditions under which Company will promote Vendor's products and services on Company's website.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and other consideration which the Parties acknowledge has been received and is sufficient, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" shall mean (i) all information disclosed in tangible form and marked "confidential" or "proprietary" or its equivalent at the time of disclosure, and (ii) all information disclosed orally or otherwise in intangible form and designated as "confidential" or "proprietary" or its equivalent at the time of disclosure and is confirmed by the Disclosing Party in writing within ten (10) working days as being confidential. Confidential Information may include, without limitation, computer programs, code, specifications, names and expertise of employees and consultants, formulas, processes, inventions (whether patentable or not), schematics and other technical, business, and financial plans, forecasts, strategies and information. Confidential Information shall not include any information that is: publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the Receiving Party; was known to the Receiving Party prior to the date of

disclosure or becomes known to the Receiving Party thereafter from a third Party having an apparent bona fide right to disclose the information; is disclosed by the Receiving Party in accordance with the terms of the Disclosing Party's prior written approval; is disclosed by Disclosing Party to any other third Party without restriction on further disclosure; is independently developed by the Receiving Party; or that the Receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or Congressional subpoena. Receiving Party means a Party that receives Confidential Information under this Agreement.

1.2 “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

1.3 “Content” means all materials comprising a Party’s Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text, and Intellectual Property Rights.

1.4 “Disclosing Party” means a Party that discloses Confidential Information under this Agreement.

1.5 “Marks” means all trademarks, service marks, trade names, logos, words, symbols, or other source-identifying indicia that of either Party or either Party’s respective products or services.

1.6 “Marketplace” means an the Company's e-commerce website which is a platform for third parties (sellers) selling their products and services, whereas transactions are processed by the marketplace operator.

1.7 “Product” is a pre-designed webpage, or set of webpages and other materials, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text that can be used to create a website by adding or customizing its content.

2. SCOPE

2.1 The Parties shall determine the content of the each Party’s own respective websites, products and services, including specifications, features, and functions, as well as any documentation or related materials;

2.2 The Company may, at its sole discretion, discontinue distribution of any or all of Vendor's products and services in some or all markets or through some or all channels of distribution;

2.3 The Company may, at its sole discretion, change or terminate any of Vendor's specifications, features, or functions of its products and services.

3. SERVICE SUPPORT

3.1 Vendor is responsible to the end user customer to provide support services for purchases and fulfillment of the customer’s requests. Company shall have no responsibility to provide service to a customer, however, the Company may, at its sole discretion, resolve customer complaints by refunding purchases made by the customer, and shall have the right to charge the refunds made by Company directly to Vendor.

4. COMMISSION RATES

4.1 There are predefined commission rates when selling products on the Company Marketplace. When Vendor submits a product to the Company Marketplace, Vendor shall elect either non-exclusive items (40%) or exclusive items (50-70%), as particularly described in section 5 below, and subject to section 4.2 below.

4.2 Commissions due to Vendor will be subject to any order refunds initiated by the customer. To the extent customer orders are refunded by Company to the customer, commissions due on such orders will be deducted by Company from Vendor.

5. EXCLUSIVE AND NON-EXCLUSIVE ITEMS

5.1 Vendor's commission rate shall start at 50% when Vendor sells an item exclusively on the Company Marketplace of his/her sales revenue and 40% for non-exclusive items.

(a) Exclusive items:

50% - basic exclusive item rate;
55% - \$5000 total sales;
57% - \$10000 total sales;
60% - \$15000 total sales;
62% - \$20000 total sales;
65% - \$25000 total sales;
67% - \$35000 total sales;
70% - \$50000 total sales.

(b) Non-Exclusive Items

When Vendor elects to sell aits products or services on the Company Marketplace on a non-exclusive basis, the sale's commission shall be at a flat rate of 40% of Vendor's sales revenue.

6. PAYMENT METHODS

6.1 Vendor can request a withdrawal of commissions from Company's website provided Vendor's account has reached a minimum of \$100.00in commissions, and further provided that Vendor has verified its identity prior to the withdrawal of commissions. Company disburses funds through NET15 so at the end of each month, Vendor's commissions will be paid the following month on the 15th via PayPal, or some other payment means as decided by the Company, upon Company's investigation and confirmation that Vendor is in compliance with terms of this Agreement, and subject to any impossibility of performance due to force majeure circumstances. Company shall attach a Vendor commission report and supply to Vendor on a monthly basis.

7. PROHIBITED ACTIVITIES

7.1 By agreeing to sell on Company's website, Vendor agrees to refrain from the following:

- (a) Uploading content on the Company's Website that is copyrighted, protected by trade secret or otherwise subject to any third-party intellectual property rights or proprietary rights, including any privacy and publicity rights, unless you are the owner of such rights or have written permission from the rightful owner of such rights to post such content and to grant Company a reseller license therein;
- (b) Uploading, posting, emailing or otherwise transmitting any submissions or other content that is unlawful, harmful, threatening, abusive, harassing, degrading, tortious, libelous, slanderous or otherwise defamatory, vulgar, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (c) Using the Company's Website to harm minors in any way;
- (d) Impersonating any person or entity, or falsely stating or otherwise misrepresenting Vendor's affiliation with any person or entity;
- (e) Uploading posting, emailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes," or any other form of solicitation;
- (f) Uploading, posting, emailing or otherwise transmitting any content that contains computer viruses or any other computer code, files, scripts, macros, or programs designed to alter, interrupt, destroy, or limit the operation of, or infiltrate any computer software, hardware, or computer systems or any data run through such computer system;
- (g) Violating, intentionally or unintentionally, any applicable local, state, national or international law and any regulations having the force of law;
- (h) Collecting or storing personal data about other users.

7.2 Vendor shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from Vendor's posting of content to the Company Marketplace web site.

7.3 Vendor acknowledges that Company shall have the right, at its sole discretion, to delete any content submitted by Vendor at any time and for any reason, and without notice to Vendor.

8. TERMINATION

8.1 Vendor can elect to stop providing services or selling products temporarily or indefinitely, by pausing his/her services and contacting the Company representative/Website Administrator.

8.2 Should Vendor elect to stop being a vendor on the Company Marketplace, Vendor may do so at any time, however, Company encourages Vendor to complete existing jobs and return all content that belongs to the purchaser, if applicable; Company shall return all payments to the purchaser for any services that are not completed.

8.3 In addition to Company being able to suspend or terminate your agreement, Company may also disable your products at any time for any reason.

9. REPRESENTATIONS AND WARRANTIES

9.1 Vendor represents and warrants that he/she/it has the requisite licenses to provide the Services under this Agreement. These licenses are as follows:

(a) Single license- Single License is granted to a customer in case of purchasing a website template at a Non-Unique Price. It enables a customer to use each individual product on a single website only, belonging to either them or their client. A customer has to purchase the same template again to use the same design in connection with another or other projects;

(b) Developer's license- Developer's License entitles a customer to make some modifications with the products using any software or applications and our designs. It is allowed to redistribute or resell the projects after the receiving the license.

(c) Buyout license- Buyout Purchase License can be granted to a customer in case of purchasing a website template at a Buyout Purchase Price. This type of license guarantees that a customer is the last person to buy this template. After the buyout purchase occurs, the template is permanently removed from our sales directory and is never available to other customers again. It is not allowed to redistribute or resell templates after Buyout Purchase Price.

9.2 EACH PARTY'S PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ITS PRODUCTS OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY WARRANTS THAT ITS PRODUCTS OR SERVICES WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, WILL MEET THE OTHER PARTY'S OR ANY CUSTOMERS' REQUIREMENTS OR WILL COMPLY WITH APPLICABLE LAWS.

10. TECHNICAL SUPPORT LIABILITIES

Vendor is obligated to provide technical support service for its Products. Technical support requests will be created by the customers who purchased Vendor's products on Company's website. Technical support requests are being directed into the Ticket System on Company's website. Vendor is obligated to cover the whole range of technical support services for its Products and to perform services a minimum of 8 hours per day, 7 days a week. The quality assurance of Technical Support Services will be supervised daily by Customer Care managers of the Company, and Vendor shall meet the level of services to be decided exclusively by the Company.

11. GENERAL

11.1 This Agreement supersedes all prior discussions and constitutes the entire Agreement

11.2 It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, agency, or contract of employment between them. The relationship between the parties shall at all times be that of independent contractors. Neither Party shall have the authority to contract for or bind the other in any manner whatsoever.

11.3 This Agreement shall be governed by and interpreted as far as practicable to the laws of Florida. Where there is a conflict of laws in relation to any provision of this agreement, the parties agree to submit to the personal jurisdiction and venue of the courts of Florida.

11.4 Vendor shall not assign or delegate this Agreement or any of its rights, duties or obligations thereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of Company.

11.5 The failure of any Party to insist upon strict adherence to any term of this Agreement, on any occasion, shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement.

11.6 If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement shall remain in full force and effect.

11.7 This Agreement, including any attached exhibits, contains a complete statement of all the agreements between the Parties concerning the subject matter herein, and supersedes all prior and contemporaneous agreements between them. No modification, amendment or waiver of this Agreement shall be effective without the express written consent of an authorized representative of the Parties.

12. NOTICES AND COMMUNICATION

All Notices regarding this Agreement should be addressed as follows:

For the Company:

Attn. Richard S. Ross, Esq.

4801 S University Drive
Suite 237

Ft. Lauderdale
FL 33328
prodp@ix.netcom.com

For the Vendor

Vendor's Address and Telephone number
Vendor's Email

IN WITNESS whereof this Agreement was duly signed for and on behalf of the parties on the day and year first above written.

By: _____
("Company Representative"),

Print Name: _____

Date: _____

By: _____
("Vendor")

Print Name: _____

Date: _____