MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "MSA") is entered into by and between CG Studio, LLC, a Texas limited liability company with a mailing address of P.O. Box #1163, Rosenberg, Texas 77471 ("Agency") and Horizon Montessori Public Schools ("Client") with an effective date of March 1, 2019 ("Effective Date"). For purposes of this MSA, Agency and Client shall collectively be referred to as the "Parties." In consideration of the mutual covenants, promises, and agreements contained herein, the parties do hereby agree as follows:

1. <u>SCOPE OF SERVICES</u>

Services. Agency will provide a variety of website design and development, website maintenance, and digital marketing services ("Services") to Client, as described and authorized from time to time by Service Agreements executed by the Parties (a "Service Agreement"). Each Service Agreement shall identify the nature, scope and location of the Services to be performed and the agreed upon price for the Services. The terms of this MSA shall control the terms of any and all Service Agreement between the Parties unless such Service Agreement specifically identifies this MSA by name and indicates an unequivocal intent by the Parties to modify the terms of this MSA. For the avoidance of doubt, if any document(s) (including any attached pre-printed terms and conditions) provided by Client conflict with any provision(s) of this MSA, the provision(s) of this MSA shall take precedence and govern, and any such document(s) shall be of no effect whatsoever. Client shall not be obligated to request and Agency shall not be required to perform any services under this MSA unless the Parties have executed a Service Agreement.

Agency represents and warrants that Agency has the experience and ability, and will perform the Services in a professional and timely manner. If Agency anticipates that it will be unable to meet a certain timeline contained in a Service Agreement, Agency will provide prompt notice to Client of the nature of such delay and provide a revised timeline for the delayed deliverable.

2. <u>PAYMENT</u>

Agency is a small business, and it is imperative that its clients timely pay for all services Agency provides to its clients. Client shall pay Agency in accordance with each Service Agreement. Unless an Service Agreement states otherwise, (i) All payments made by Client shall be made by credit or debit card that will be kept on file for future transactions on Client's account; and (ii) failure by Client to make payments to Agency within thirty (30) days of the due date of a payment will constitute a material breach of this MSA and each Service Agreement by Client, and Agency will not be obligated to continue providing Services under any Service Agreement until any such past due payments are made. Client shall have no right of setoff (or to withhold any monies owed) for any claims and shall fully and timely pay all invoices. Any dispute that Client has with any invoice shall be made within fifteen (15) days of Client's receipt of such disputed invoice.

3. INDEPENDENT CONTRACTOR/CONSULTANT RELATIONSHIP.

This MSA and any Service Agreement evidencing an agreement by the Parties shall establish a contract between independently contracting parties and shall not be construed to create any relationship other than that of an independent contractor relationship between Agency and Client. Each Party will act and perform independently with respect to the other Party.

4. <u>CONFIDENTIALITY; OWNERSHIP OF INTELLECTUAL PROPERTY</u>

(a) <u>Confidentiality</u>. Agency agrees to only utilize Client's confidential information in order to perform the Services, and shall not disclose Client's confidential information to any third party not directly related to providing the Services to Client.

(b) Client shall own all proprietary rights in and to any creative, ideas and work produced by Agency, if any, pursuant to this Agreement (the "Work Product"), including, without limitation, any copyright therein and any and all ancillary, subsidiary and derivative rights thereto, provided that Client has paid Agency in full for such Work Product in accordance with the terms of this Agreement.

(c) Agency shall insure, to the fullest extent possible under law, that Client shall own any and all right, title and interest in and to, including copyrights, and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by Agency or at Agency's direction for Client pursuant to this Agreement and utilized by Client.

5. <u>PUBLICITY</u>

Agency is proud of the services it provides its clients, and regularly utilizes examples of its clients' projects in Agency' marketing and business development efforts. Client hereby provides Agency with the right to publicize and publicly display Client websites and projects, and/or provide links to Client websites or projects on Agency's website, social media, or other marketing and business development efforts.

6. <u>NOTICES</u>

Any notice or other communication required or permitted to be given under this MSA or a Service Agreement by a Party to the other Party shall be considered as properly given if in writing and (a) delivered by hand against receipt therefore, (b) mailed by registered or certified mail, return receipt requested and postage prepaid or (c) sent by email, in each case to the address or email, as the case may be, set forth below (or to such other address or facsimile number notified by a Party to the other Party) and shall be deemed given upon receipt.

If to Agency:

CG Studio, LLC Attn: Sami Khaleeq P.O. Box #1163 Rosenberg, Texas 77471 Email: s.khaleeq@cgsdigitalmarketing.com

If to Client:

Horizon Montessori Public Schools Contact Name: Alim Ansari Phone: 956-969-3092 Address: 2402 E. Business 83, Weslaco, TX 78596

7. <u>TERM; TERMINATION; AND SURVIVAL OF OBLIGATIONS</u>.

This MSA shall commence on the date hereof and continue until either Party terminates this MSA by providing written notice of termination; provided, however, notwithstanding such termination, the provisions of this MSA shall continue to apply to all Service Agreements in effect until the earlier of the (i) completion of all Services under each Service Agreement, or (ii) termination of each applicable Service Agreement.

Agency shall have the right to immediately terminate this MSA and any Service Agreements by written notice to Client if Client shall fail to: (i) Make a payment owed to Agency within thirty (30) days of the due date of a payment; or (ii) Communicate or cooperate with Agency for 10 consecutive business days upon Agency' request. Upon such notice of termination, all remaining responsibilities of Agency under each Service Agreement shall terminate; Client will still be responsible for monies owed under each Service Agreement; and Client will not be entitled to a refund of any monies paid for services already rendered.

8. <u>SUCCESSORS AND ASSIGNS</u>.

Client fully understands that Agency may utilize non-employee contractors to assist Agency with providing the Services. Neither Party shall assign or transfer this MSA or any Service Agreement, in whole or in part, without the prior written consent of the other Party, except pursuit to a change of control of a Party. Any purported assignment in violation of the foregoing shall be null and void.

9. <u>GOVERNING LAW; ARBITRATION</u>.

(a) <u>Governing Law: Venue</u>. This MSA and any Service Agreements shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflict of law provisions. The Parties hereto consent to the jurisdiction and venue of the state and federal courts of Harris County, Texas with respect to all subject matters covered by this MSA, provided however, that the Parties shall first be governed by the binding arbitration provisions as specified below:

(b) <u>Binding Arbitration</u>. Any controversy or claim of every kind arising out of or relating to this MSA or any Service Agreement shall be settled by arbitration administered by the American Arbitration Association pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each Party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this Section, the provisions of this Section 9 shall prevail. The forum for the arbitrators selected from a list of possible arbitrators provided by the AAA. If the Parties are unable to agree on such arbitrator within ten (10) days after the initiation of an arbitration proceeding, the arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in Texas. The award rendered by arbitration shall be final and binding upon the Parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States. Each Party shall bear its own fees and expenses with respect to the arbitrators.

(c) <u>Exceptions to Arbitration</u>. Notwithstanding anything to the contrary, the Parties may seek injunctive or equitable relief from a court of competent jurisdiction in any state or federal court in Houston, Harris County, Texas without first participating in arbitration.

10. <u>SEVERABILITY</u>.

If any provision of this MSA or Service Agreement should be held invalid or unenforceable in a court of law in any jurisdiction, such invalidity or unenforceability shall not affect the enforceability of this MSA, a Service Agreement, or any other provision thereof. In addition, the Parties agree that it is their intention that such provision shall be construed in a manner designed to effectuate the purposes of this MSA and any Service Agreement to the fullest extent enforceable under applicable law. The Parties further agree that such ruling shall not affect the construction of that provision or any other of the provisions in any other jurisdiction.

11. <u>DISCLAIMER OF PARTNERSHIP/AGENCY; NO THIRD PARTY BENEFICIARIES</u>.

Each Party agrees that it is not an agent, joint venturer or partner of the other Party. Neither this MSA nor any Service Agreement shall be construed to constitute or to create a partnership or a joint venture or any other form of legal association that would impose liability upon a Party for the act or failure to act of the other Party or as providing any Party with the right, power or authority (express or implied) to create any duty or obligation on behalf of the other Party. Except as expressly provided to the contrary in this MSA or a Service Agreement, no third party is intended to be, and no third party shall be deemed to be, a beneficiary of any provision of this MSA or a Service Agreement.

12. <u>LIMITATION OF LIABILITY</u>.

Agency cannot and does not guarantee that the functions contained in any client website, web page, template, or other client project will always be error-free. In no event shall Agency be liable to client in connection with this msa or any service agreement, regardless of the form of action or theory of recovery, for any: (i) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages; and/or (ii) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. This limitation of liability from client to Agency includes but is not limited to all such damages arising out of the operation of or inability to operate any client website, web page, template, or project even if client advises Agency of the possibilities of such damages. The foregoing shall not apply to the extent prohibited by applicable law.

13. <u>INDEMNIFICATION</u>.

(a) <u>Agency Indemnity</u>. In performing the Services, Agency agrees not to design, develop, or provide to Client any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If Agency becomes aware of any such possible infringement in the course of performing any Services, Agency shall immediately so notify Client in writing. Agency agrees to indemnify, defend, and hold Client, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement other than Client's responsibilities and Client's Content. This indemnification shall include attorney's fees and expenses, unless Agency defends against the allegations using counsel reasonably acceptable to Client. Agency' total liability under this Agreement shall not exceed the total amount paid to Agency by Client for Services performed under the applicable Service Agreement that the alleged or actual infringement occurred under.

(b) <u>Client Representation and Indemnity</u>. Client represents that all photographs, illustrations, graphics, audio clips, video clips, designs, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Agency for inclusion in a Client website or other project ("Client's Content"), are either owned by Client, or that Client has a license or other permission to publish and use such Client's Content. Client understands and agrees that Agency' incorporation of any of Client's Content in the provision of Agency' Services (including but not limited to Agency' managing or broadcasting of Client's Content on the Client Website or Client's social media accounts) constitutes a publishing by Client and not Agency.

Client shall indemnify and hold harmless Agency (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees)

from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Agency as a result of any claim, judgment, or adjudication against Agency related to or arising from (a) Client's Content, or (b) a claim that Agency' use of Client's Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, Agency must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defense and all related negotiations.

14. ENTIRE AGREEMENT; MODIFICATIONS.

This MSA, and the Service Agreement(s), sets forth the entire agreement and understanding between Agency and Client as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them. There are no representations, warranties or commitments except as set forth in this MSA or any Service Agreement. Neither this MSA no any Service Agreement shall be changed, modified or amended except by a writing signed by both parties. This MSA and any Service Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This MSA, which may be executed in multiple counterparts, is hereby executed by the duly authorized representative of each Party as of the Effective Date.

15. <u>CLIENT COOPERATION</u>.

In order for Agency to timely provide the Services, it is imperative that Client: (i) timely provides Agency with all information necessary, as and when Agency needs it, and in the format Agency requests and requires it in; (ii) timely reviews all work product delivered to Client by Agency, and provides timely approval (or rejection) of such work product; and (iii) Horizon Montessori Public Schools (collectively, "Client Cooperation"). If Client Cooperation does not occur, it could result in a delay of the Services being provided from the agreed to dates in the timelines disclosed in the Services Agreement.

AGENCY:

CLIENT:

Shaly

By:

Sami Khaleeq, President

By:

Horizon Montessori Public Schools

Website Design & Development Services Agreement Addendum to MSA

This Website Design & Development Services Agreement ("Agreement") is entered into by Agency and Client as of March 1, 2019 ("Effective Date") as an addendum to the Master Services Agreement executed between the Parties on March 1, 2019 ("MSA").

1. Incorporation of MSA. The parties agree that all of the terms and conditions of the MSA are incorporated into this Agreement.

2. Website Design & Development Services.

- a. Website Design & Development Services.
 - i. Client hereby engages Agency, and Agency hereby agrees to provide the Website Design & Development Services detailed on the Proposal, attached as Exhibit 1.
 - ii. <u>Non-Exclusive</u>. Client understands that Agency is providing the Website Design & Development Services to Client on a non-exclusive basis, and provides Website Design & Development Services or substantially similar services to other clients.
- b. <u>Client Cooperation</u>. In order for Agency to timely provide the Website Design & Development Services, in addition to Client Cooperation (as defined in the MSA), Client shall:
 - i. Provide all of Client's Content in a digital format, and all other graphic files in an editable, vector digital format that is high resolution.
 - ii. Obtain and provide all licensing rights to all Client's Content not owned by Client, or request that Agency assist Client in obtaining the licensing rights to utilize Client's Content (i.e. stock photos) on the Client Website. Client is responsible for the costs of all licensing fees for use of such Client's Content on the Client Website.

3. Compensation for Agency' Provision of the Website Design & Development Services.

Client understands and agrees to pay Agency pursuant to this Agreement for Services agreed to and provided under the approved Proposal, see Exhibit 1.

- 4. Term and Termination. The Term of this Agreement shall begin on the Effective Date and remain until either Party terminates this Agreement pursuant to this Section 4.
 - a. Please see addendum to MSA Marketing Services Agreement, Section 2d.

- 5. Changes; Revisions; and Additional Services. Fixed-price website design and development contracts often limit clients to their first idea(s) about how something should look, or how it might work. Agency does not seek to limit Client's ability to seek all options or change directions, but the Website Fee is based on the estimated amount of time and skills that will be required to provide the Website Design and Development Services. Agency will not provide services additional to that stated within the Proposal unless Client agrees to pay the Variable Fees for Additional Services which Client requests; or the Parties execute an amended Proposal, addendum, or other agreement.
- 6. Ownership and Assignment of Client Website. Until Agency is paid the Website Fee (and any other monies Client agrees to pay Agency for Services performed) in full, Agency shall maintain ownership and control of the Client Website and all related content. Only upon Client's full payment for Services provided by Agency, Agency will (i) execute an assignment of the copyright to the Client Website stating that Client holds any and all copyrights to the graphics and other visual elements relating to the Client Website; (ii) Provide a copy of all files utilized on the Client Website. Upon Agency providing Client such files, Client shall be fully responsible for storing and securing all such files. Agency will not provide Client with any native source files utilized to create the Client Website files, nor will Agency maintain any such files for Client unless the Parties otherwise agree in an executed proposal.
- 7. HTML and CSS Layout Templates. If the Client Website includes HTML markup and CSS templates, Agency will develop these using valid HTML and CSS code. However, since the landscape of web browsers and devices changes regularly, Agency's approach is to look forward, not backwards and thus will test all HTML markup and CSS in current versions of the following desktop browsers: Microsoft Internet Explorer/Google Chrome/Mozilla Firefox/Apple Safari ("Major Desktop Browsers").
- 8. Third Party; Open Source Software. Once the Client Website is developed, Agency attaches an open source CMS (Content Management System WordPress) to help manage content delivery. Agency advises Client that WordPress is open source content management software and currently powers around 25% of all websites on the Internet. WordPress allows Agency to develop flexible and customizable websites to modern standards and observes web development best practices. Furthermore, the community of web developers that use WordPress reaches far and wide and allows Agency to tap into this collective intelligence and bring that wealth of experience to Client Website. Wordpress is contributed to by tens of thousands of developers all over the world and is growing from strength.

This Website Design & Development Services Agreement, which may be executed in multiple counterparts, is hereby executed by the duly authorized representative of each Party as of the Effective Date.

AGENCY:

CLIENT:

Shaly

By:

Sami Khaleeq, President

By:

Horizon Montessori Public Schools

The Marketing Services Agreement Addendum to MSA

This Marketing Services Agreement ("Agreement") is entered into by Agency and Client as of March 1, 2019 ("Effective Date") as an addendum to the Master Services Agreement executed between the Parties on March 1, 2019 ("MSA").

- 1. Incorporation of MSA. The parties agree that all of the terms and conditions of the MSA are incorporated into this Agreement.
- 2. Whereas, Agency desires to provide and render marketing services to Client for a fee and Client wishes to engage Agency to provide certain marketing services, as set forth in this Agreement.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

a. <u>Engagement</u>. Client hereby retains Agency, and Agency accepts the retention and agrees to render Services to Client, to include the services agreed upon and "detailed" on the Proposal, attached as Exhibit 1.

- b. <u>Payments to Media Entities</u>. Client understands and acknowledges that it is ultimately responsible for payments due to advertisers (Digital ads) or vendors for orders placed by Agency on Client's behalf with Client's approval; provided, however, that once Client provides Agency with the funds necessary to pay the vendors or advertisers (Digital ads), then Agency is responsible for remitting that payment to these entities.
- c. <u>Compensation</u>. Client understands and agrees to pay Agency pursuant to this Agreement for Services agreed to and provided under the approved Proposal, see Exhibit 1.
- d. <u>Termination</u>.
 - i. Website Design and Development Service Client may terminate this Agreement for any reason, or no reason whatsoever, upon written notice to Agency. If Client terminates this Agreement before the delivery of the Client Website, Client will NOT be entitled to the return of any portion of the Website Fee paid to Agency. If Client terminates this Agreement more than 5 days after design signoff or termination after site launch, in both cases client is responsible for 100% of remaining project cost. If Agency is not timely paid on any portion of the Website Fee, Agency is not obligated to store or maintain the Client Website, any Client's Content, or related information on Agency' testing server or continue with designing or developing the Client Website.
 - ii. The SEO service is an annual contract, in which if terminated early, Client is still responsible for 100% of the remaining cost.
- e. Ownership.
 - i. Upon termination, Client agrees that any advertising, merchandising, package, plan or idea prepared by Agency and submitted to Client (whether submitted separately or in conjunction with or as a part of other material) which Client has elected not to utilize, shall remain the property of Agency, unless Client has paid Agency for its services in preparing such item. Client agrees to return to Agency any copy, artwork, plates or other physical remain unpaid and may be in Client's possession at termination of this Agreement.
- f. <u>Client Cooperation</u>. In order for Agency to timely provide the Services, in addition to Client Cooperation (as defined in the MSA), Client shall provide all of Client's Content in a digital format as requested.

3. Changes; Revisions; and Additional Services. Agency will not provide services additional to the Services stated in the Proposal unless Client agrees to pay the Variable Fees for Additional Services which Client requests; or the Parties execute an amended Proposal, addendum, or other agreement.

This Marketing Services Agreement, which may be executed in multiple counterparts, is hereby executed by the duly authorized representative of each Party as of the Effective Date.

AGENCY:

CLIENT:

Sami Khaleeq, President

By:

Horizon Montessori Public Schools

PROPOSAL Exhibit 1 to Website Design & Development and Marketing Services Agreement



CGS DIGITAL MARKETING

WEBSITE AND DIGITAL MARKETING PROPOSAL



Please see below our proposal for a unified digital strategy that will help you capture market share, and rapidly grow revenue with the highest ROI possible. We've taken a good look through your industry and competitors put forth a strategy that combines website, SEO, and Paid Search (Google AdWords) to give you the best ROI possible.

The website, landing pages and funnels we build are; user friendly, easy to navigate, fully mobile responsive, boast the latest CSS features, and have our expert team of veteran designers and online marketers working on them. The result? You get a website that looks stunning and more importantly, converts browsers into leads.

We never suggest being reliant on one single traffic source for inbound leads, but rather a holistic strategy that pulls in profitable traffic from multiple channels. We adjust the allocation of your Paid Traffic budget each month to the channels where you're generating the best results.

Looking at your competition, it's clear they are all heavily investing in digital - In saying that, we're confident we can help you dominate your market online through tactical online marketing. The following information gives you an overview of our service offering, the process and what performance milestones you can expect throughout the course of the campaign.

If you have any questions about anything in this proposal feel free to contact me.

 Submitted to Client:
 Horizon Montessori Public Schools

 Agency Contact:
 Sami Khaleeq | CGS Digital Marketing

This Proposal does not constitute an agreement of the Parties, nor is it binding in any manner until the Parties execute a Master Services Agreement incorporating this Proposal. We appreciate the opportunity to submit the following proposal to Abdul Moosa, MD to provide the following services.

1. GOOGLE MY BUSINESS / DIGITAL PLUMBING 2. WEBSITE 3. DIRECTORIES & CITATIONS 4. SEO / PPC 5. PARENT ACQUISITION CAMPAIGN

Project Details

Google My Business

Getting on Google My Business can increase your chances of showing up in Google's LocalPack, Local Finder, Google Maps, and organic rankings in general.

Additionally, over the past several months, Google has added some great features to Google

I My Business that companies should take advantage of that enhances your Google My

Business listing and helps to grab viewers' attention — and can increase how you rank in local search results.

Many local businesses just claim their GMB listing and forget about it. What most businesses
don't realize is that there are a variety of other features Google gives you that you can use to

I optimize your Google My Business listing.

Digital Plumbing

Track users who have interacted with your content. Don't let conversions slip through the cracks because you didn't have your digital plumbing set up!

- Gather all the Digital media accounts credentials
- I Create Facebook Business Manager
- Create Google Adwords Accounts
- Setup Google Analytics and Google Search Console
- Setup Facebook Pixel and Custom Audience
- Add Adwords Tracking to Landing Page / Website
- Optimize Facebook Business page





Website Development

Let's face it though, first impressions count. We will develop a new beautiful design layout that provides the features your company needs to excel on the web, show your corporate brand image, and attract new business. We live in a world where people Google businesses before they shop, visit online review sites like YELP before they buy, and "check-in" via Facebook throughout the day. We can help take your website to that next level that will help position your business online with a strong, professional destination that gives customers the impression you are looking for and the motivation to want to engage. A great looking site is one thing. But, a functional website is still essential. It must communicate your image online, at the same time your website must be found by your target customers & visitors, and work with your online marketing efforts. Most important allowing customers to find what they need with easy navigation. Thus, the right Content is King.

RAVES

"CGS overflows with creative abilities, thinking outside of boring and obvious and produces ideas that get results." Coolidge

Elements:

Site Pages: Up to 10 Pages

Responsive / Mobile Friendly (Desktop, Mobile, Tablet compatible)

- Visual Builder for easy changes and modifications
- User Friendly and Retina Ready Graphics
- Be written utilizing HTML/CSS

Contain a graphic user interface with design and functionality elements built with your needs and the Website's users in mind;

Capture customer information;

Be compatible with the following mobile operating systems, including incorporating responsive breakpoints for tablet and mobile experience; Be integrated into WordPress Content Management System (CMS) Be tested and debugged;

Also Included:

Landing Page

Content Revision & Loading. Will load content for up to 10 website pages to the Client Website, including content modification to reflect brand. A website page of content is deemed to be content that fits on letter size (8.5x11 inches) page utilizing 12 point Times New Roman font.

Assistance Obtaining Licensing Rights to Client's Content Not Owned by Client. Assist Client in obtaining the licensing rights to utilize Client's Content (i.e. stock photos) on the Client Website. Client is responsible for the costs of all licensing fees for use of such Client's Content on the Client Website.

Dedicated Project Manager

Systems Setup:

Domain / Hosting / SSL

Emails Setup & Integrate existing email marketing tool (If none exists,MailChimp will be used)

WEBSITE DEV TIMELINE:

1. Research (Week 1)

Conduct comprehensive research on the deepest pains, fears, hopes and dreams of your marketplace to identify your ideal customer.

2. Copywriting (Week 1-2)

During this time you will be able to provide the content for your landing page, and we will have it professionally edited by the best direct response copywriters. You will have one round of edits.

3. Design (Week 2)

Once your edits are finalised, you will provide 'sign off' and approval for the build phase.

4. The Build & Launch (Week 3-4)

Citations & Directories

- Submission to Business Directories:
- I Maximize your reach by sending your approved data to the major aggregators, search engines,
- I directories, and apps that matter most to your customers.
- 100+ Directory Submissions
- Acquire Google Business, Bing and Maps and optimize each one

PPC + SEO = BULLET PROOF PLAN

PPC encompasses 20% to 30% of clicks and can be launched on short notice once setup

SEO covers 70% of search audience and can take 90 business days to ramp up and show results

SEO

Initial SEO & Search Engine:

- ۰.
- Initial Basic SEO Setup

Integrate best practices for search engine optimization with search engines like Google and Bing

- Local SEO
- I OnPage SEO
- Green Zone for Google, Mobile, and Desktop Ranking Setup
- .

OnGoing SEO:

- Optimization of your Home page plus up to 20 additional pages and targeting 200 keyword phrases
- Keyword research and analysis to determine the best phrases to target
- I Monthly monitoring of your site to ensure that it stays at 90-95% compliant with current search engine criteria
- Monthly Search Ranking Reports
- SEO Quarterly review meetings

RAVES

"We had incredible transformation with our messaging."

Art

SEO: STRENGTHEN YOUR ORGANIC PRESENCE

Big idea: We develop the keyword phrases together, Our goal is to build a long-term, trusting partnership with you. Located in Houston TX, one of the most competitive local search environments, has allowed us to become extremely successful in providing local SEO services. From business listing management to content optimization, our team of SEO experts can turn your website into a business generating machine. Our Process

STEP 1: ANALYSIS	The analysis of your site means evaluating the page speed, navigation, duplicate content, and user experience. We also evaluate the competition to see how they rank in major search engines (Google, Bing, and Yahoo). Upon analysis, depending on the level of membership, our SEO specialists will troubleshoot your website to reach its highest-working potential.
STEP 2: KEYWORD RESEARCH	Our specialists conduct "keyword" research by studying the patterns and activity of target users, and how they use search engines. We also analyze the other competitors in the industry, and what they're successful with. The idea is not to get just anyone to your website, but the valuable paying-customers. Different levels of membership have different keyword difficulties, which are chances of success.
STEP 3: GENERATE THE CONTENT	This is where you really see the benefit of the keyword research. Our SEO Specialists work closely with our clients by constructing the page titles and content for your website. One of the goals of this process is to convey a clear and concise message.
STEP 4: ADDITIONAL LINKS	Internal links and external links are used to move traffic to and throughout your website. Our Team will provide reference links to your website, which will improve website SEO.
STEP 5: MONITORING AND REPORTING	After the initial optimization, our SEO Specialists will provide all clients with reporting through emails, conference calls, and meetings. The reports will consist of ranking on keyword phrases, website performance, and conversion rates.

PPC

Pay-Per-Click (PPC) advertising is the fastest way to generate leads and sales for
your business. It allows you to target 'wallet out' ready-to-buy customers that are in
hunt mode for your product or service. We offer setup and monthly management to help
you get the most from your available ad budget.

We track lead and sale conversions and optimise the ad campaign daily to get the right people to click.

You might be asking yourself "aren't all Google AdWords providers the same?That's like saying aren't all surgeons the same...

Unfortunately, most PPC agencies have it all wrong! They focus on click through rates
and traffic, not conversions and revenue. Traffic is great, but if those visitors don't
convert into actual dollars, it doesn't matter.

How are we different? We're one of the few agencies that have been awarded as
a Google Premier Partner. We don't just optimise your PPC campaigns for clicks, we
also optimise your website conversion rate to ensure we're converting as many browsers
into buyers as possible – squeezing every last drop of value from your campaign, to
make PPC profitable for your business.

Our strategy is to create you a standalone, high-converting landing page to send
 your PPC traffic to. Using direct-response copywriting and design to ensure this
 hard-working landing page is generating you as many leads and sales as possible.



PPC

SETUP

- Keyword research
- Keyword library build
- Adwords setup
- Single keyword ad group creation
- Google Analytics conversion
 tracking
- AdWords conversion tracking
- Direct response ad copywriting
- Re-marketing

ONGOING

- Manual bid optimisations
- Keyword match type selections
- Quality score improvements
- Keyword refinement/expansion
- Negative keyword additions
- PPC call tracking
- Traffic quality improvements
- ROI conversion tracking
- Analytics improvements
- Bid modifiers
- Geo-targeting improvements
- Day parting improvements
- Ad extension granularity

PPC AD BUDGET

• \$800

Google

Partner

EXAMPLE AD TABLE

- Ad budget \$800
- Click costs \$1.79
- Traffic 446
- Conversion Rate 3%
- Leads / Sales 13 CPA \$61

Google

Landing Page

A HIGH-PERFORMANCE ONE PAGE LEAD GENERATION MACHINE

Sending someone to a website with multiple different paths to a conversion and
numerous distractions along the way, is no a longer profitable exercise for most
businesses.

You see, paying for traffic through channels like AdWords & Facebook and trying to make this a profitable exercise is proving to be next to impossible in today's ruthlessly competitive environment.

Don't fret, there is a new and improved way to turn ice-cold traffic into piping hot leads and itchy to buy prospects.

This is a page where you can gather their contact information usually in the form of a Free Report and then follow up with them through email...and nurture them to the point where they are ready to buy. While this sounds simple, the results are truly profound.

A dead simple way to illustrate this is, the global average conversion rate for a website is between 1-3%, while going through this process frequently skyrockets response rates north of 30%!

•

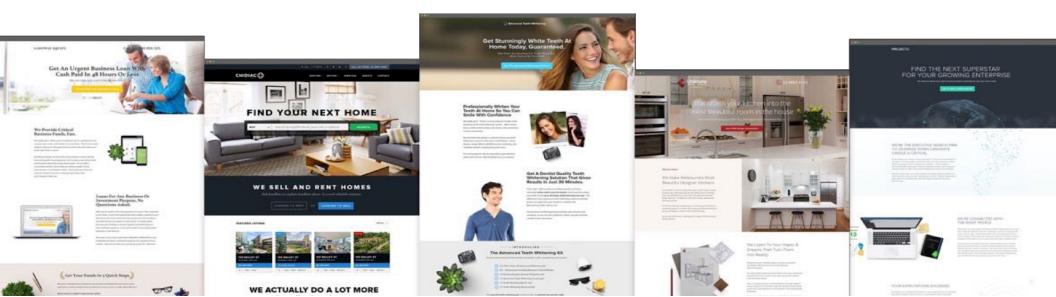
Long-Form Landing Page

Offer Creation and Strategy: We'll brainstorm with you to come up with the most irresistible offer for your market.

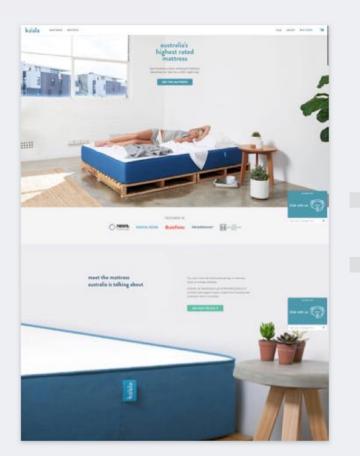
Direct Response Sales Copy: Home page as a long form landing page with high converting, direct response sales copy written by our professional copywriters

Polished Responsive Design: Your home page will be designed by the best web designers to be fully optimised for user experience and conversions

Responsive Pixel Perfect Build: Built on WordPress, the landing page will be responsive on all latest versions of browsers on desktops, mobiles and tablets









PARENT ACQUISITION MARKETING CAMPAIGN

PPC Ads Campaign:

Campaign targeting highly visited Keywords within School Geographic location also targeting other school strategically in the vicinity

Landing Page: PPC will drive traffic to the Long Form designed landing page, Getting parents to fill out a short form requesting more information.

Email Automation Sequence: Custom created Emails will be sent to Parents creating a positive image about the school. Sequence of 7 emails sent Day 1, 3, 5, 10, 15, 30, 60

Retargeted Ads: Once Parents have visited the Landing Page or the Website, they will be retargeted with ads on Facebook creating a awareness campaign to drive them back to school website

Timeline:

Initially this campaign will run till August for First year of the school.

After that Acquisition will run from NOV to JAN and then from May to July

[Estimated Project Timeline for Setup:

Week 1 - 2	Google My BusinessDigital Plumbing
Week 1 - 4	Website Design & Development to Launch
Week 1 - 3 months	• SEO

[Project Team

- 1- Project Manager
- 5- Data Analyst

2- Strategist

6- Content Developer

- 3- Designer
- 4- Developer

[Project Services:

Initial Campaign

\$1500 Google My Business / Map Search Optimization- 1 Location
\$1500 Digital Plumbing
\$1000 Citations/ Directories - 1 Location
\$3500 Website Design & Development
\$650 per/m SEO

Variable Fees for Additional Services: *** The quoted variable Fees for Additional Services are valid for 6 months from the execution of Website Design & Development Services Agreement.

<u>Design Changes.</u> The Website Fee contained herein includes Agency' provision of one main Website Design, and up to two (2) round of revisions before additional charges of \$500 are incurred. Client understands that changes to the Website Design, especially to the layout after Website Design Sign-off, will result in additional fees and affect the Timeline contained herein.

<u>Additional Content Editing and Loading.</u> Any additional pages (over the standard 10 pages provided by Agency as part of the Website Fee) that Client request for Agency to edit and load to the Client Website will be provided by Agency at its standard content input rate of \$100 per website page.

Cost Breakdown

One Time Costs	
Google My Business / Map Search Optimization	\$1500
Digital Plumbing	\$1500
Citations/ Directories	\$1000
Website Design & Development	\$3500
Total One-time	\$7,500

M	onthly Retainer		
SE	EO (begins 5/1/19)	\$650/per mo.	

Payment Schedule

In exchange for CGS providing the Servicesset at below, Client agrees to pay as follows:

- Payment 1, 3/13/19: 50% (\$3,750) will be paid before services begin
- Payment 2, 4/10/19: 50% (\$3,750 will be paid before launch of site (end of week)
- Monthly SEO of \$650 per month begins 5/1/19

This proposal is hereby executed by the duly authorized representative of each Party as of the Effective Date.

CGS | Sami Khaleeq

Horizon Montessori Public Schools

References

Company / Organization	Key Contact	Telephone
National Association of Real Estate Editors	Mary Doyle-Kimball	Ph: 561-391-1983
Microteq - Aerospace and Defense Eng	Sally Dev	Ph: 210-705-0510
City of Houston Mayor Office	Jeff Syptak	Ph: 281-455-5604
Harris County Constable Precinct 2	<u>Chris Diaz</u>	Ph: 713-477-2766
Spoken About	Randall Chesnut	Ph: 281-989-8072
Willis Group of Companies	Mark Willis	Ph: 713-547-4502
Houston Professionals	James Phalen	Ph: 713-256-0256
Realty News Report	Ralph Bivins	Ph: 713-705-9568
Ashland Hospitality	Amir Khan	Ph: 281-831-1878
Miramontes Capital	<u>Sean Dailey</u>	Ph: 949-404-2309