

**URBAN!TY**  
**DIGITAL MARKETING SPECIALISTS**

# BUSINESS PLAN

## URBANITY: DIGITAL MARKETING

LORENA MITCHELL  
KELSI RICHTER  
VANESSA ROMAN  
BRANDON PERRY  
ALEX ORTIZ  
LUKE LAPADULA



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# **URBANITY**

**DIGITAL MARKETING SPECIALISTS**



# EXECUTIVE SUMMARY

## PRODUCT

We are a transmedia media marketing company, specializing in multi-platform branding for indie cosmetic and fashion companies. We specialize in cohesive rebranding across multiple types of media, offering distribution services in both bundle and individual pricing structures.

## OUR GOALS

Our main goal is to provide beautiful, unified branding across multiple media platforms to give them an edge in the fashion and cosmetics industries. In addition we aim to increase awareness of transmedia advertising and eventually expand our brand's reach to other locations.

## WHO WE SERVE

We specialize in serving customers in the apparel and cosmetic industries, with a focus towards indie and niche companies.

# OUR COMPANY



## MISSION STATEMENT

Urbanity is a digital marketing agency that provides unified branding across multiple media. We give our clients a competitive edge through quality work and professionalism. We strive to improve our customers' outreach, visibility, brand image, content coherence. We are a team that fosters creativity, encourages exploration, and embraces innovation.

## LEGAL STRUCTURE AND OWNERSHIP

Urbanity is a Limited Liability Company (LLC). Ownership will be divided by percentage, beginning with a distribution of 25% to Lorena Mitchell and 15% to each of the remaining team members. Upon investment, percentages will be redistributed accordingly.





## LORENA MITCHELL

### PRESIDENT

2 years of experience creating  
animated shorts and PSAs  
4 years working as a freelance  
illustrator  
3 years of experience styling retail  
spaces



## KELSI RICHTER

### CREATIVE CONCEPT DIRECTOR

Over ten years in the print industry  
Began in bindery, worked up to prepress  
manager, graphic designer, and digital  
press operator  
Designed layouts for a variety of clients  
from a major statewide grocery chain  
to a worldwide award winning party  
planner  
Winner of multiple design competitions

# OUR TEAM



## **VANESSA ROMAN**

### **DIGITAL MARKETING SPECIALIST**

Production assistant for two years.  
Three years working as a freelance  
photographer including lifestyle  
and product photography.  
Transmedia storytelling specialist



## **BRANDON PERRY**

### **PUBLIC RELATIONS SPECIALIST**

Years of customer service  
experience, including management  
positions

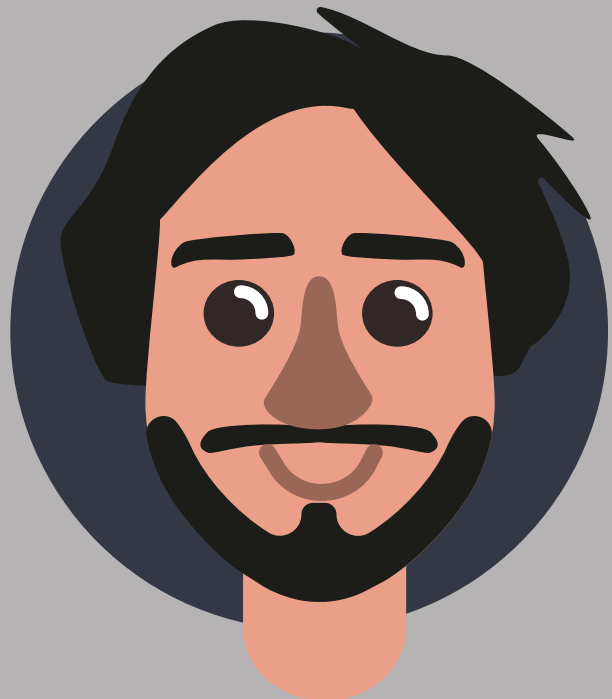




# ALEX ORTIZ

## CREATIVE VIDEO SPECIALIST

4 years of freelance photography  
and videography  
2 years of experience in after  
effects  
Yellow belt in lean six sigma



# LUKE LAPADULA

## TECHNICAL ART DIRECTOR

Proficient in Premier, After Effects &  
Audition  
Experience producing YouTube  
shorts

# MARKET ANALYSIS



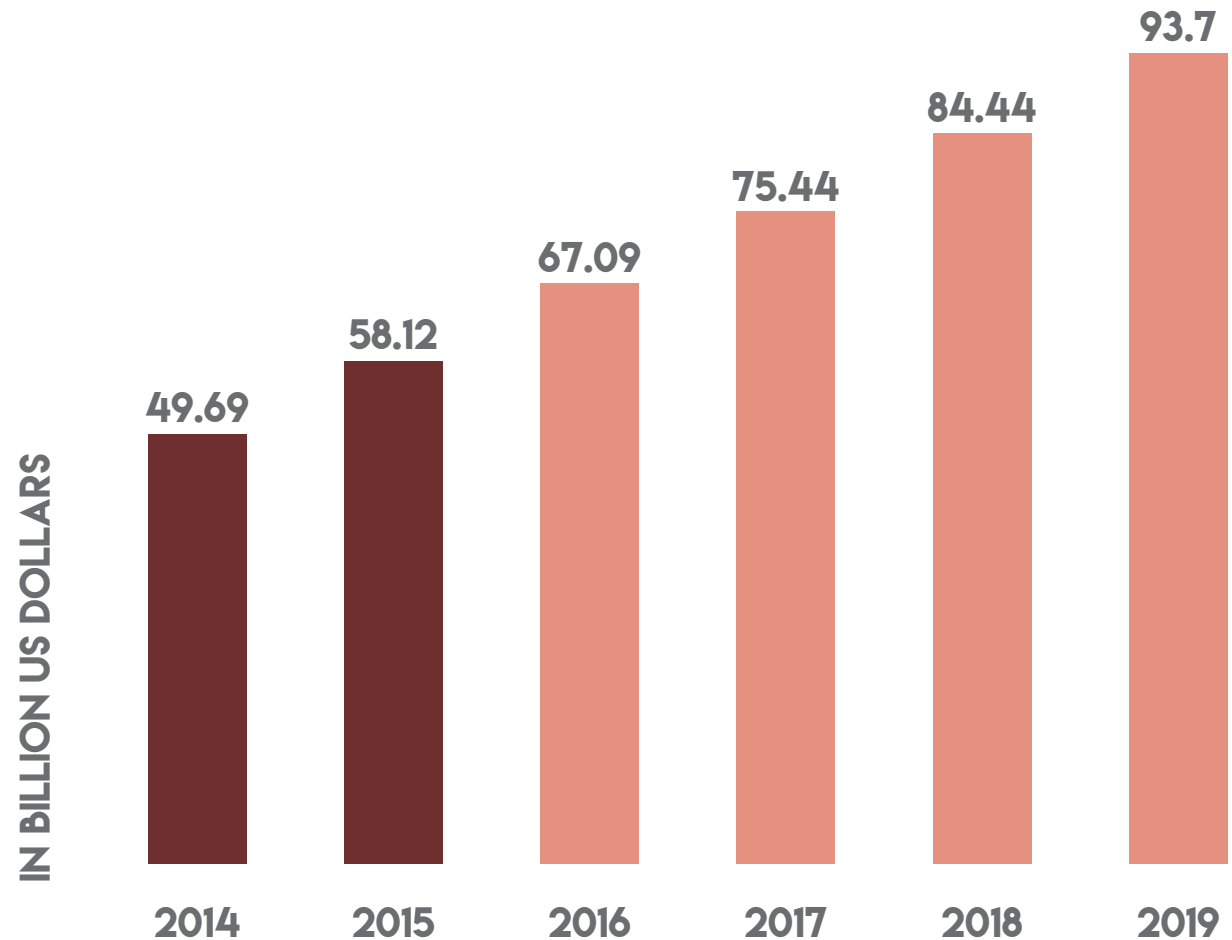
## OUR INDUSTRY

During recent years the advertising industry has proven to be highly profitable market with \$569.7 billion in worldwide revenue during 2015 and a projected amount of \$606.9 for 2016. In the United States, digital advertising saw a jump from \$46.69 billion to \$58.12 billion from 2014 to 2015, with growth projected to reach \$93.7 billion by 2019 (Statista 2016). Moreover, forecasts by ZenithOptimedia predict 4.3% and 4.2% ad spending growth for 2017 and 2018 respectively. Online advertising is also rising but, with new levels of sophistication becoming the norm, traditional ads are becoming less effective and the need to branch out to other forms of media has become crucial.



# REGULATION

Certain regulations apply to Urbanity for being a small business: Employment and Labor law, Foreign Workers and Employees Eligibility law, Workplace Safety and Health law, Finance law, and Advertising and Marketing law. In addition, for being a creative company that will be dealing with content creation constantly the Intellectual Property law and the Privacy law also apply.



DIGITAL ADVERTISING SPENDING IN THE UNITED STATES

SOURCE: STATISTA 2016





## WHO WE SERVE

Our customer base consists of small or indie makeup and fashion business located in the Houston area. We chose to focus on this demographic because the fashion and cosmetic industries are the most fragmented and highly competitive on the market. Furthermore, the nature of these industries requires them to have an especially high level of branding sophistication and execution.

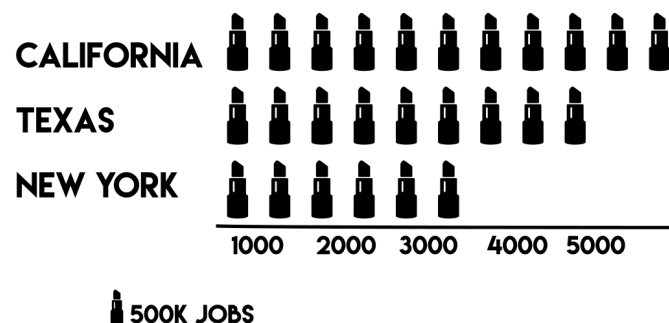
What distinguishes our customers from the average cosmetic or fashion company is their unique need for customer outreach. An indie designer's customer base is not easily won on traditional media outlets, and their buying decisions are particularly dependent upon the feel of a brand. Urbanity gives our customers an edge in their industry by creating beautiful branding and ensuring that the right potential customers are exposed to it.

## THEIR INDUSTRY

One of the most powerful trends that can be seen in the cosmetics and fashion industry is the rise of indie and niche companies. This market is booming with a growth of 19.6% from 2013 to 2014 in the indie cosmetics industry (compared to an only 3% growth to the full cosmetics industry) (Kline Market Research).

The Texas fashion and cosmetics industry is notably strong. According to the US Bureau of Labor Statistics, Texas is second in the nation for cosmetic industry employment and third for fashion industry employment.

### COSMETIC INDUSTRY EMPLOYMENT



FROM THE BUREAU OF LABOR STATISTICS

## COMPETITORS AND OUR ADVANTAGE

Urbanity has three major competitors in the Houston area: Savage, Studio Brand Collective, Brand Extract. However, realistically, Urbanity is competing with all branding and advertising agencies.

Urbanity provides a unique service outside the realms of traditional advertising: a transmedia approach. Transmedia is the technique of telling a story experience across multiple platforms and formats using current digital technologies. This approach allows businesses to manage unique content on their various media platforms, where each component comes together as a part of a whole, rather than the traditional advertising approach of displaying the same content on each platform.

Utilizing a transmedia approach to create cohesive branding across multiple media channels gives us an advantage over competitors. In addition, dedicating our services to the growing fashion and cosmetics industry allows us to provide more personal and specialized products. Our target market is unique in its needs, and our competitors lack the necessary specialization to understand and address those needs.

Our weakness is our lack of collaborative work as a company. While our team members are qualified in their fields, as a new company, we do not yet have a reputation or company wide portfolio.

# COMPANY ORGANIZATION

Our company is comprised of talented individuals, uniquely qualified in their specializations. Each role in the company has been assigned taking this into consideration; however, as a creative company we must be flexible, contributing to projects across all media and encouraging company-wide exploration.

Our company organization is a primarily flat structure rather than a hierarchy. Employees have equal footing in the business, their day to day roles determined by their industry strengths. The exceptions to this is our president and founder, Lorena Mitchell, who will have more decision making power. Business decisions, employee mediation, and accountability will fall to Lorena.

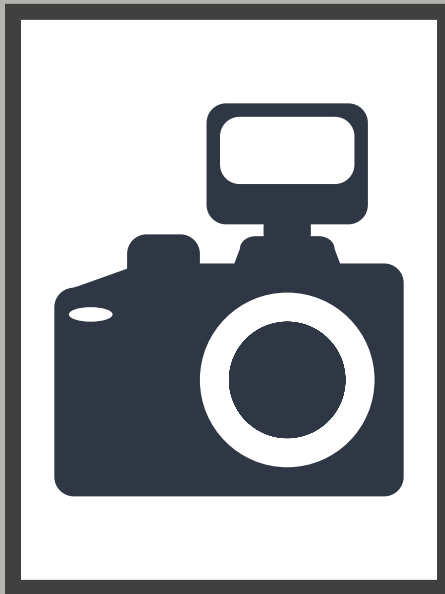


## ORGANIZATION AND MANAGEMENT



## BRANDING RESOURCES

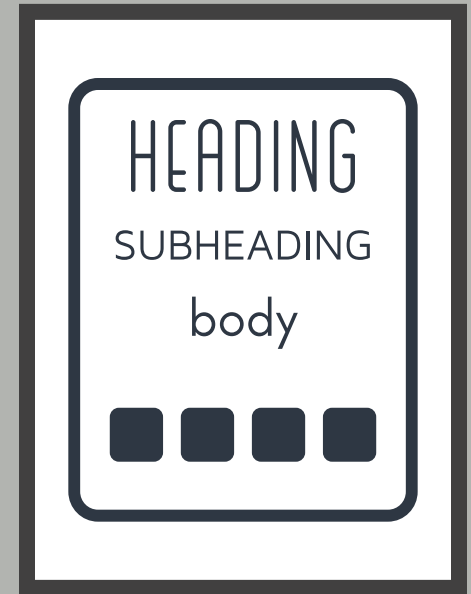
We give our customers a framework of flexible tools and elements created to fit their business. These pieces allow them to easily and consistently maintain their branding across all platforms.



**PHOTOGRAPHY**



**LOGO DESIGN**



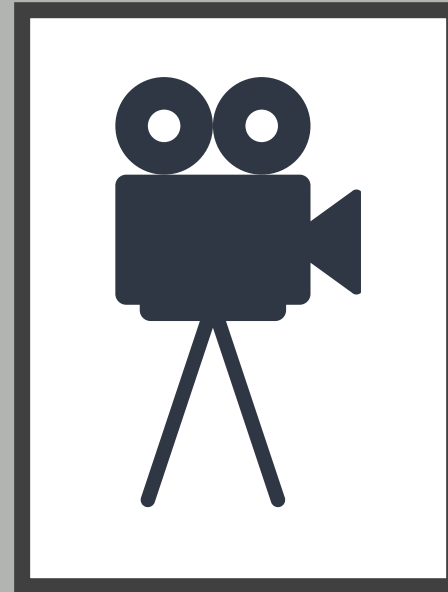
**GRAPHIC  
STANDARDS**

# TRANSMEDIA DISTRIBUTION

Content creation is only half the battle. What makes Urbanity different is our ability and expertise in getting that content to the right customers through different platforms.

# PRICING STRUCTURE

Our primary pricing structure is a tiered bundle structure, with options to fit different companies and their individual customer base. We will also offer services a-la-carte for an up-charge of their bundled value. See page 19 for price list.



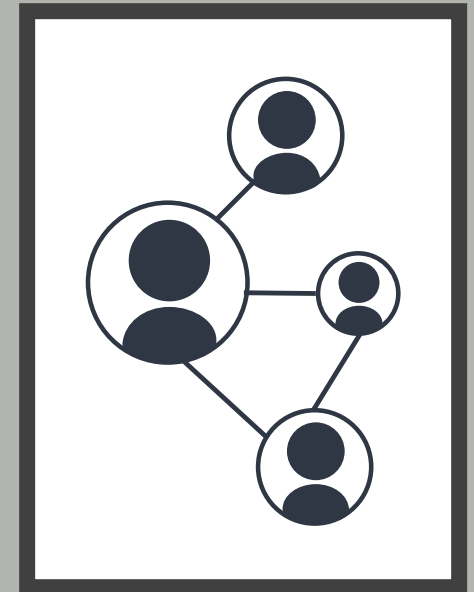
**VIDEO PRODUCTION**



**WEB DESIGN**



**DESIGN FOR PRINT**



**SOCIAL MEDIA**  
ESTABLISHMENT AND  
CLIENT INSTRUCTION

## LIFE CYCLE STAGE ANALYSIS

While it is not a well known term, transmedia is in the growth stage. New technology and a global shift towards non-traditional advertising have caused a revitalization.

## INTELLECTUAL PROPERTY

We have intellectual property rights for our own name and branding. The retention of intellectual property rights for our work will be determined on a case by case basis as per

contract, but in most cases the client will assume full product rights after payment with the condition that Ubanity has the right to display the work as part of business marketing.

## RESEARCH AND DEVELOPMENT

The transmedia strategy that we use for our branding is in a growth phase on the market. We will use this to our advantage by researching the different strategies used by popular and successful cosmetic and fashion

organizations. Then we will develop a customized transmedia brand using these strategies to custom fit the feel of the client's organization.



## SINGLE SERVICES

### **BRAND DEVELOPMENT - \$2000-5000**

Have an existing brand that feels old and tired? You've come the right place. Choose this service for a design overhaul. Typical do-over elements include Logo Design, Brand Identity Development, and Product Launch Campaigns.

### **PHOTOGRAPHY - \$150-750**

Choose our photography service and we'll have you looking like a deity in brilliant rays of sunlight (or an ethereal being in the moonlight). We can also make your products look pretty cool, too.

### **VIDEOGRAPHY - \$370-1250**

Viral videos are pretty great. Try our videography service and we'll make sure that you and your products are a hit.

### **WEB SERVICES - \$295-595**

Every business needs a snazzy website. Choose us for web services and we'll help you with Search Engine Optimization, Content Marketing and Responsive Web Design.

### **SOCIAL MEDIA MARKETING - \$500-1000**

Want to be the next big thing on social media? With our social media marketing service, we'll help you realize the impact that social media has on Brand Awareness, Customer Loyalty, and Increasing Web Traffic.

### **DESIGN FOR PRINT - \$150-685**

Did you know that those annoying little postcards in the mail from businesses you've never heard of are actually one of the most effective forms of marketing? Select our print service and we'll help you become a Master of the Mailbox, too. We'll help you make jazzy Mailers, poppin' Posters, and classy Print Ads.

# PRODUCT PRICE LIST



## BUNDLES

### **SOCIAL BUTTERFLY - \$675-\$1355**

A combination of our Web and Social Media Marketing services.

### **WEB WIZARD - \$1950 - \$4755**

The beautiful marriage of our Web and Brand Development services.

### **THE GUTENBERG - \$1825 - \$4835**

Become a master of marketing campaigns with our Print and Brand Development services.

### **SPIELBERG SPECIAL - \$450 - \$1700**

We'll make you a star with our Videography and Photography package.

### **THE GRAND BAZAAR - \$2950 - \$8000**

The end-all-be-all. The deal to end all deals. The real deal holy feel. This is the ultimate bundle of all of our services.

## OUR PLAN TO GROW THE COMPANY

We plan on growing the company by expanding our client base and establishing connections within the community to create lasting projects that will show our clients and ourselves in a favorable light.

Furthermore, we will highlight how adaptable and unique the services that we provide are to differentiate ourselves from the competition.

## COMMUNICATING WITH CUSTOMERS

We will be flexible when communicating with customers. Consultations will be held in person or via video chat, and follow up communication will be by phone, text, video chat, and email

## PROSPECTS

We will reach clients by advertising on social media through targeted ads that will convey who we are and how we can bring a new edge to our customers branding campaigns.



# PROFIT & LOSS STATEMENT

	YEAR 1	YEAR 2	YEAR 3
Sales	\$600,000.00	\$725,000.00	\$1,150,000.00
Cost of Goods	\$306,400.00	\$367,680.00	\$588,288.00
<b>GROSS PROFIT</b>	<b>\$293,600.00</b>	<b>\$357,320.00</b>	<b>\$561,712.00</b>
<b>OPERATING EXPENSES</b>			
Salary (office & overhead)	\$159,600.00	\$191,520.00	\$306,432.00
Payroll (taxes, etc)	\$50,367.00	\$60,440.40	\$96,704.64
Outside services	-	-	-
Supplies (office & operation)	\$998.00	\$1,197.60	\$1,916.16
Repairs & maintenance	\$2,241.00	\$2,689.20	\$4,302.72
Advertising	\$20,552.00	\$25,012.40	\$39,319.84
Car, delivery & travel			
Accounting & legal	\$4,300.00	\$5,160.00	\$8,256.00
Rent	\$26,334.00	\$31,600.80	\$50,561.28
Telephone	\$1,140.00	\$1,368.00	\$2,188.80
Utilities	\$0.00	\$0.00	\$0.00
Insurance	\$1,893.94	\$2,272.73	\$3,636.36
Taxes (real estate, etc)	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Depreciation	\$12,537.00	\$15,044.40	\$24,071.04
Other expenses	\$1,050.00	\$0.00	\$0.00
<b>TOTAL EXPENSES (\$)</b>	<b>\$281,012.94</b>	<b>\$336,305.53</b>	<b>\$537,388.84</b>
<b>NET PROFIT BEFORE TAXES (\$)</b>	<b>\$12,587.06</b>	<b>\$21,014.47</b>	<b>\$24,323.16</b>
Income taxes	0.00%	0.00%	0.00%
<b>NET PROFIT AFTER TAXES</b>	<b>\$12,587.06</b>	<b>\$21,014.47</b>	<b>\$24,323.16</b>

# ASSUMPTIONS

For our profit and loss spreadsheet, we predicted sales based off of a markup to our estimated cost. We also used data from historical interest rates to predict the rise in costs for upcoming years, estimating at values of 1.2% interest for year 2 and 1.6% interest for year 3.



# WORKFLOW



# OUR LOCATION

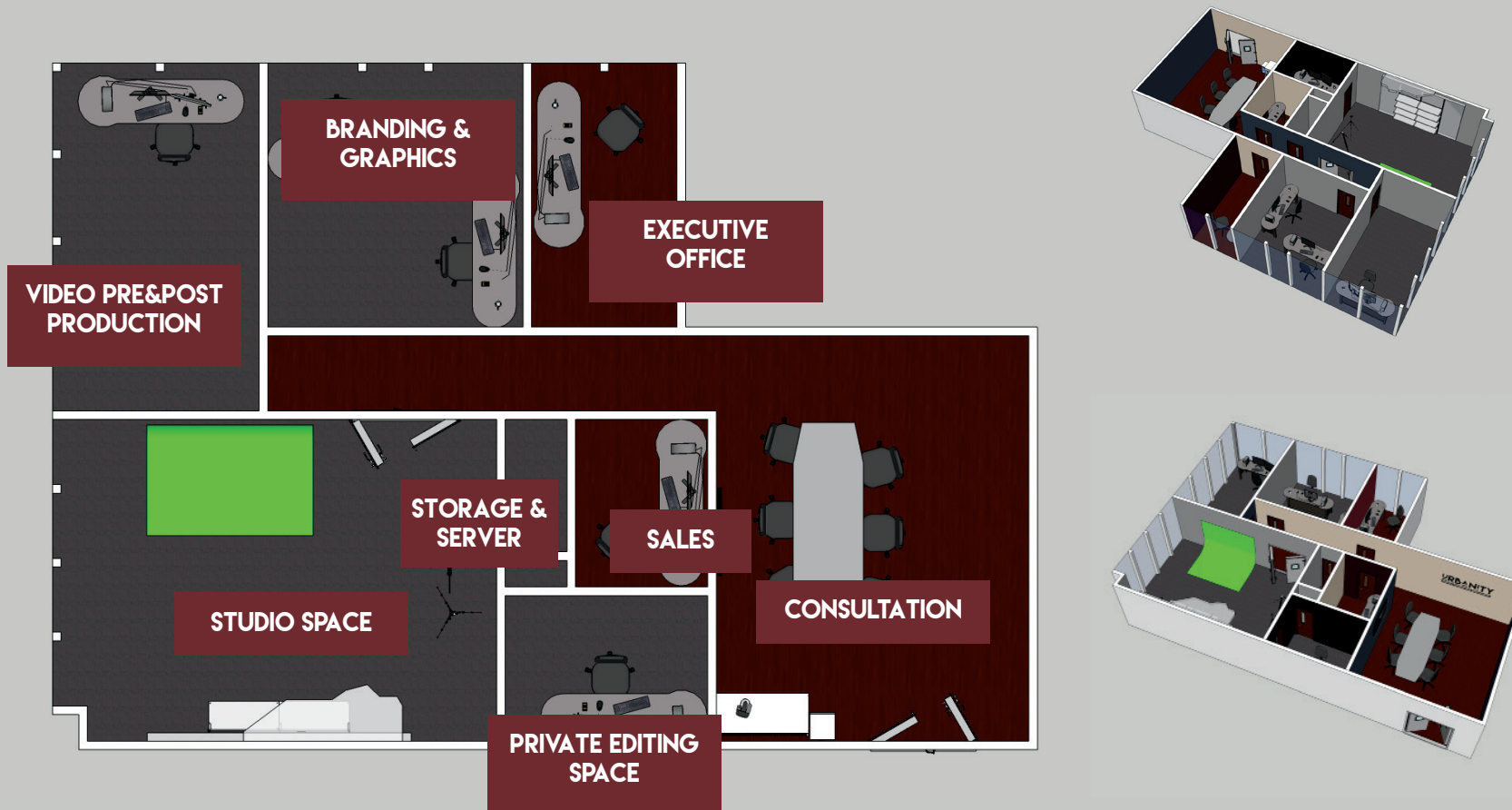
Our location is at 8300 Bissonnet Street in the Galleria area of Houston. The 1881 sqr feet space has all utilities included.

## SQUARE-FOOTAGE DISTRIBUTION

Studio Space - 515.25 sqr feet  
Video Pre and Post - 240 sqr feet  
Branding and Graphics - 262.5 sqr feet  
Private Editing Studio - 108 sqr feet  
Consultation - 447.75 sqr feet  
Sales - 100 sqr feet  
Executive Office - 157.5 sqr feet  
Storage - 42 sqr feet  
Server - 8 sqr feet

Total - 1881 sqr feet

# LOCATION





# EQUIPMENT

EQUIPMENT	PRICE	CENTER	QTY	TOTAL
Desks	\$92.61	Mix	6	\$555.66
HP Z240 Series Tower Workstation	\$1,215.00	Pre-Post Production	2	\$2,430.00
Dell 23.8" Widescreen LED Back-lit IPS Ultra Sharp Monitor	\$209.25	Pre-Post Production	4	\$837.00
HP Z240 Series Tower Workstation	\$1,215.00	Studio Editing Space	1	\$1,215.00
Dell 23.8" Widescreen LED Back-lit IPS Ultra Sharp Monitor	\$209.25	Studio Editing Space	2	\$418.50
Canon XA10 HD Professional Camcorder	\$1,299.00	Video Production	1	\$1,299.00
Magnus VT-4000 Tripod System with Fluid Head	\$159.95	Video Production	2	\$319.90
VariZoom Media Rig	\$349.00	Video Production	1	\$349.00
Genaray SpectroLED Three Light Interview Kit	\$698.78	Video Production	1	\$698.78
Impact Chroma 10 x 12' Green-screen	\$58.95	Video Production	1	\$58.95
Rode NTG2 Kit with Shock Mount and XLR Cable	\$299.95	Video Production	1	\$299.95
Rode WS6 Deluxe Windshield	\$59.00	Video Production	1	\$59.00
Canon EOS Rebel T5 with 18-55mm & 75-300mm Lenses	\$449.00	Video Production	1	\$449.00
Rode VideoMic GO Lightweight On-Camera Microphone	\$99.00	Video Production	1	\$99.00
Apple Mac Mini	\$699	Branding & Graphics	2	\$1,398
Dell 23.8" Widescreen LED Back-lit IPS Ultra Sharp Monitor	\$209.25	Branding & Graphics	2	\$418.50
Task Chairs	\$59.99	Mix	14	\$839.86
Conference Table	\$239.99	Consultation	1	\$239.99
Power Edge T430 Tower Server	\$1,299.00	Mix	1	\$1,299.00
Seagate 4TB Desktop SATA III 3.5 - Server Hard Drive	\$113.99	Mix	2	\$227.98
Blackout Curtains	\$19.99	Studio Editing Space	12	\$239.88
Server RAID	1289.75	Mix	1	1289.75
Small Beverage Refrigerator	128.37	Consultation	1	128.37
Keurig Coffee Maker	257.49	Consultation	1	257.49
50 in Television	360.64	Consultation	1	360.64
White board	210.99	Consultation	1	210.99

**TOTAL \$15,999.19**

## ROLES, TASKS, AND SALARIES

### **LORENA MITCHELL**

#### **PRESIDENT**

Quality Management  
Business Decisions  
Personnel Coordination  
Human Relations

**\$116,000/YEAR**

### **KELSI RICHTER**

#### **CREATIVE CONCEPT DIRECTOR**

Scheduling & Resource Allocation  
Overseer of Branding Concepts  
Page Layout Design  
Print Production & Distribution  
Illustration

**\$83,000/YEAR**

### **VANESSA ROMAN**

#### **DIGITAL MARKETING SPECIALIST**

Customer Research (on behalf of  
clients)  
Social Media Development &  
Training  
Overseer of Web Distribution

**\$61,000/YEAR**

### **BRANDON PERRY**

#### **PUBLIC RELATIONS SPECIALIST**

New Customer Acquisition and  
Outreach  
Company Representation  
Bookkeeping and Finances

**\$59,000/YEAR**

### **ALEX ORTIZ**

#### **CREATIVE VIDEO SPECIALIST**

Video Editing & Special Effects  
Video Recording Equipment  
Operation  
Storyboarding

**\$87,000/YEAR**

### **LUKE LAPADULA**

#### **TECHNICAL ART DIRECTOR**

Video Concept & Direction  
Video Recording Equipment  
Operation  
Script Writing  
Photography

**\$60,000/YEAR**

# BUDGETED HOURLY RATES



## CLIENT CONSULTATION

Consultation					
SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
				447.75	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
				hp: kWhs:	

COMPLEMENT	WAGES-1 SHIFT
Public Relations	\$4,880
Digital Marketing	\$8,850
Technical Art Director	\$4,350
Creative Video	\$3,000
Creative/Concept	\$12,450
President (Sr. Creative)	11600
# Workers Per Shift: 6	Total: \$45,130

BASE COST OF EQUIPMENT:	
	\$1557.42
AUXILIARY EQUIP. COST:	
	0
ESTIMATED INSTALLATION:	
	0
TOTAL INVESTMENT COST:	
	\$1,557.42

HOURLY COSTS: ONE SHIFT - AREA B			
Annual Manned Hours @ 100% Productivity: 2,000			
1. Depreciation.....	20	% (annually)	\$ 311
2. Rent & Heat.....	\$7.00	(per sq. ft. annually)	3,134
3. Fire Insurance.....	\$4.00	(per K of invest.)	8
4. Direct Labor.....	from total wages above		45,130
5. Indirect Labor.....	0	% (of direct labor)	0
6. Pension/401k.....	2	% (of direct labor)	903
7. Welfare Benefits.....	\$67.00	(per wk./per employ.)	20,904
8. Payroll Taxes.....	8.3	% (dir. + indir. labor)	3,746
9. Workers Comp.....	\$30.00	(per \$1,000 of wages)	1,354
10. Power (hp).....	\$0.00	(your cost per kWh)	0
11. Power (kWh).....	\$0.00	(your cost per kWh)	0
12. Direct Supplies.....	\$300	Annually	300
13. Repairs/Maint.....	1	% (of total invest.)	16
14. Sub-total.....	sum of lines 1 through 13		\$ 75,804
15. General Factory.....	1.5	% (of line 14)	1,137
16. Total Manuf. Costs.....	sum of lines 14 + 15		\$ 78,941
17. Admin./Selling Overhead.....	25	% (of line 16)	19,235
18. Total Costs.....	sum of lines 16 + 17		\$ 98,176
19. Manufacturing Hourly Costs @ These Productivity Levels			
	85	%	\$ 45.28
	75	%	51.29
	60	%	64.12
20. All-Inclusive Hourly Costs @ These Productivity Levels			
	85	%	\$ 56.57
	75	%	64.12
	60	%	80.15



# BRANDING, GRAPHICS, AND WEB

Branding & Graphics					
SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		Branding and Graphics		262.5	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
				hp: — kWhs: 0.202	

COMPLEMENT	WAGES-1 SHIFT	BASE COST OF EQUIPMENT:	
Creative Director	\$70,550		1816.5
Digital Marketing	\$50,150	AUXILIARY EQUIP. COST:	6000
		ESTIMATED INSTALLATION:	See Note*
		TOTAL INVESTMENT COST:	\$7,816.5

# Workers Per Shift:	2	Total:	\$120,700
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Equipment  
Shipped F.O.B.: Kansas City, MO

BASE COST ABOVE INCLUDES			
Apple Mac Mini			
Dell U2414H 23.8" Widescreen LED Backlit IPS			
Ultra Sharp Monitor			

AUXILIARY EQUIPMENT INCLUDES			
Server (1/4 item)			
RAID (1/4 item)			

**HOURLY COSTS: ONE SHIFT - AREA B**

Annual Manned Hours @ 100% Productivity: **1,763**

1. Depreciation.....	33.34	% (annually)	\$ 2,608
2. Rent & Heat.....	\$14.00	(per sq. ft. annually)	3,675
3. Fire Insurance.....	\$4.00	(per K of invest.)	31
4. Direct Labor.....	from total wages above		120,700
5. Indirect Labor.....	0	% (of direct labor)	0
6. Pension/401k.....	2	% (of direct labor)	2,414
7. Welfare Benefits.....	\$67.00	(per wk./per employ.)	6,968
8. Payroll Taxes.....	8.3	% (dir. + indir. labor)	10,018
9. Workers Comp.....	\$30.00	(per \$1,000 of wages)	3,621
10. Power (hp).....	\$0.20	(your cost per kWh)	0
11. Power (kWh).....	\$0.20	(your cost per kWh)	43
12. Direct Supplies.....	\$98	Annually	98
13. Repairs/Maint.....	5	% (of total invest.)	391
14. Sub-total.....	sum of lines 1 through 13		\$ 150,585
15. General Factory.....	3	% (of line 14)	4,517
16. Total Manuf. Costs.....	sum of lines 14 + 15		\$ 155,082
17. Admin./Selling Overhead.....	26	% (of line 16)	40,321
18. Total Costs.....	sum of lines 16 + 17		\$ 195,404

19. Manufacturing Hourly Costs @ These Productivity Levels	85 %	\$ 103.52
	75 %	117.32
	60 %	146.65
20. All-Inclusive Hourly Costs @ These Productivity Levels	85 %	\$ 130.43
	75 %	147.82
	60 %	184.78

# VIDEO PRE AND POST PRODUCTION

Pre/Post Production					
SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		Pre-Production		240	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
		Production		hp: — kWhs: .22	

COMPLEMENT	WAGES-1 SHIFT	BASE COST OF EQUIPMENT:	
Technical Art Director	\$87,000		5697
Creative Video Special	\$80,000	AUXILIARY EQUIP. COST:	6000
		ESTIMATED INSTALLATION:	1000
		TOTAL INVESTMENT COST:	\$12,697

# Workers Per Shift:	2	Total:	\$147,000
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Equipment  
Shipped F.O.B.: Kansas City, MO

BASE COST ABOVE INCLUDES			
HP Z270 Tower (2x)			
Dell 23.8 (4x)			

AUXILIARY EQUIPMENT INCLUDES			
Server (1/4th item)			
RAID (1/4th item)			

**HOURLY COSTS: ONE SHIFT - AREA B**

Annual Manned Hours @ 100% Productivity: **1,856**

1. Depreciation.....	33.34	% (annually)	\$ 4,233
2. Rent & Heat.....	\$14.00	(per sq. ft. annually)	3,360
3. Fire Insurance.....	\$4.00	(per K of invest.)	51
4. Direct Labor.....	from total wages above		147,000
5. Indirect Labor.....	0	% (of direct labor)	0
6. Pension/401k.....	2	% (of direct labor)	2,940
7. Welfare Benefits.....	\$67.00	(per wk./per employ.)	6,968
8. Payroll Taxes.....	8.3	% (dir. + indir. labor)	12,201
9. Workers Comp.....	\$30.00	(per \$1,000 of wages)	4,410
10. Power (hp).....	\$0.14	(your cost per kWh)	0
11. Power (kWh).....	\$0.14	(your cost per kWh)	34
12. Direct Supplies.....	\$150	Annually	150
13. Repairs/Maint.....	5	% (of total invest.)	635
14. Sub-total.....	sum of lines 1 through 13		\$ 181,982
15. General Factory.....	3	% (of line 14)	5,459
16. Total Manuf. Costs.....	sum of lines 14 + 15		\$ 187,442
17. Admin./Selling Overhead.....	26	% (of line 16)	48,735
18. Total Costs.....	sum of lines 16 + 17		\$ 236,176

19. Manufacturing Hourly Costs @ These Productivity Levels	75 %	\$ 134.66
	65 %	155.37
	50 %	201.98
20. All-Inclusive Hourly Costs @ These Productivity Levels	75 %	\$ 169.67
	65 %	195.77
	50 %	254.50

# PHOTOGRAPHY AND VIDEO STUDIO

# PRIVATE EDITING STUDIO

In House Video Production					
SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
		In house production	HD	515.25	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
		Pre-production Post-production	10,000 iph	hp: — kWhs: .075	

COMPLEMENT	WAGES-1 SHIFT
Technical Art Director	\$87,000
Creative Vid Specialist	\$80,000

BASE COST OF EQUIPMENT:	
	3652.58
AUXILIARY EQUIP. COST:	6000
ESTIMATED INSTALLATION:	824
TOTAL INVESTMENT COST:	\$10,476.58

# Workers Per Shift:	2	Total:	\$147,000
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Equipment  
Shipped F.O.B.:

BASE COST ABOVE INCLUDES	
Camcorder	
Tripods (2)	
Shoulder Rig	
3 point light kit	
green screen background	
Microphone and shock mount	
windsock	
Canon DSLR	
On camera microphone	
Extension cords	

AUXILIARY EQUIPMENT INCLUDES	
Server (1/4 item)	
RAID System (1/4 item)	

**HOURLY COSTS: ONE SHIFT - AREA B**

Annual Manned Hours @ 100% Productivity: **2,000**

1. Depreciation.....	33.34	% (annually)	\$ 3,493
2. Rent & Heat.....	\$14.00	(per sq. ft. annually)	7,214
3. Fire Insurance.....	\$4.00	(per K of invest.)	42
4. Direct Labor.....	from total wages above		147,000
5. Indirect Labor.....	0	% (of direct labor)	0
6. Pension/401k.....	2	% (of direct labor)	2,940
7. Welfare Benefits.....	\$87.00	(per wk./per employ.)	6,968
8. Payroll Taxes.....	8.3	% (dir. + indir. labor)	12,201
9. Workers Comp.....	\$30.00	(per \$1,000 of wages)	4,410
10. Power (hp).....	\$0.00	(your cost per kWh)	0
11. Power (kWh).....	\$0.00	(your cost per kWh)	0
12. Direct Supplies.....	\$300	Annually	300
13. Repairs/Maint.....	5	% (of total invest.)	524
14. Sub-total.....	sum of lines 1 through 13		\$ 185,091
15. General Factory.....	3	% (of line 14)	5,553
16. Total Manuf. Costs.....	sum of lines 14 + 15		\$ 190,644
17. Admin./Selling Overhead.....	26	% (of line 16)	49,587
18. Total Costs.....	sum of lines 16 + 17		\$ 240,231

19. Manufacturing Hourly Costs @ These Productivity Levels	85 %	\$ 112.14
	75 %	127.10
	60 %	158.87
20. All-Inclusive Hourly Costs @ These Productivity Levels	85 %	\$ 141.30
	75 %	160.14
	60 %	200.18

Private Production Room					
SIZE:	UNITS:	PRODUCT CLASS:	RESOLUTION:	SQ. FT.:	OTHER:
				108	
PERFECTING:	COLORS:	INTERFACES WITH:	MAX. SPEED:	POWER:	
		Pre/Post Production		hp: — kWhs: .103	

COMPLEMENT	WAGES-1 SHIFT
Technical Art Director	\$87,000
Creative Video Speic	\$80,000

BASE COST OF EQUIPMENT:	
	\$6,497
AUXILIARY EQUIP. COST:	\$6,000
ESTIMATED INSTALLATION:	\$1000
TOTAL INVESTMENT COST:	\$13,497

# Workers Per Shift:	1	Total:	\$147,000
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Equipment  
Shipped F.O.B.:

BASE COST ABOVE INCLUDES	
Dell 23.8 Widescreen (4)	
HP Z240 Tower (2)	
12 Pack-Acoustic Panels Studio Foam Wedges(12)	

AUXILIARY EQUIPMENT INCLUDES	
Sever (1/4 item)	

**HOURLY COSTS: ONE SHIFT - AREA B**

Annual Manned Hours @ 100% Productivity: **2,000**

1. Depreciation.....	33.34	% (annually)	\$ 4,500
2. Rent & Heat.....	\$14.00	(per sq. ft. annually)	1,512
3. Fire Insurance.....	\$4.00	(per K of invest.)	54
4. Direct Labor.....	from total wages above		147,000
5. Indirect Labor.....	0	% (of direct labor)	0
6. Pension/401k.....	2	% (of direct labor)	2,940
7. Welfare Benefits.....	\$87.00	(per wk./per employ.)	3,484
8. Payroll Taxes.....	8.3	% (dir. + indir. labor)	12,201
9. Workers Comp.....	\$30.00	(per \$1,000 of wages)	4,410
10. Power (hp).....	\$0.14	(your cost per kWh)	0
11. Power (kWh).....	\$0.14	(your cost per kWh)	17
12. Direct Supplies.....	\$150	Annually	150
13. Repairs/Maint.....	5	% (of total invest.)	675
14. Sub-total.....	sum of lines 1 through 13		\$ 178,943
15. General Factory.....	3	% (of line 14)	5,308
16. Total Manuf. Costs.....	sum of lines 14 + 15		\$ 182,251
17. Admin./Selling Overhead.....	26	% (of line 16)	47,385
18. Total Costs.....	sum of lines 16 + 17		\$ 229,637

19. Manufacturing Hourly Costs @ These Productivity Levels	90 %	\$ 101.25
	80 %	113.91
	65 %	140.19
20. All-Inclusive Hourly Costs @ These Productivity Levels	90 %	\$ 127.58
	80 %	143.52
	65 %	178.64







# TERMS AND CONDITIONS

## DEFINITIONS AND INTERPRETATION

In these terms and conditions the following definitions apply unless otherwise stated:

**BUSINESS DAY** - means any day (other than a Saturday, Sunday or public holiday) when banks in Houston, TX are open for business

**CONTRACT** - means the contract between the Company and the Client for the supply of Services governed by these Terms and the Order.

**CLIENT** - means the individual or business entity who purchases Services from the Company and whose details are set out in the Order.

**FORCE MAJEURE EVENT** - means an event beyond the reasonable control of either party.

**COMPANY** - means Urbanity Digital Marketing

## INTELLECTUAL PROPERTY RIGHTS

- means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

## TERMS AND CONDITIONS

2.1. These Terms shall apply to all agreements concluded between the Company and the Client to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. These Terms and the Order may only be varied by express written agreement between the Company

## THE CONTRACT

3.1. The Order constitutes an offer by the Client to purchase the Services in accordance with these Terms. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

3.2. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, or when the Company has started to provide the Services

3.3. The Order, whichever happens first, at which point the Contract shall come into existence.

3.4. The Contract constitutes the entire agreement between the Company to provide the Services to the Client and for the Client to purchase those Services, in accordance with these Terms.

3.5. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings,

descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's product list or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Company and the Client for the supply of

3.6. A Quotation for the supply of Services given by the Company shall not constitute an offer. A Quotation shall only be valid for a period of 14 Business Days from

## **COMPANY OBLIGATION AND WARRANTIES**

4.1. The Company warrants that it will provide the Services as stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.

4.2. The Company shall use all reasonable endeavors to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. The Company shall not be liable for any delay in delivery of the Services caused by a Force Majeure event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions relevant to the supply of the Services.

4.3. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law.

4.4. The Company shall be entitled to use a Group Company or other subcontractors for the provision of the Services provided always that the Company shall remain liable to the Client for the performance of the Services as if it can.

## **CLIENT'S OBLIGATIONS AND INDEMNITIES**

5.1. The Client shall provide assistance and technical information to the Company, as reasonably required

by the Company in sufficient time to facilitate the execution of an Order in accordance with any estimated delivery dates or milestones. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company and warrants and undertakes to the Company that the Client's employees assisting in the execution of an Order have the necessary skills and authority.

5.2. The Client shall be obliged as quickly as possible and within the agreed deadline to comment on and or approve materials provided under the Services, including (without limitation) advertising copy, search terms and graphic material submitted by the Company. In addition, the Client shall be obliged as quickly as possible and within the agreed deadline to implement changes on websites, in IT systems or where it may otherwise be required by the Company.

5.3. The Client shall be obliged to inform the Company immediately of changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by the Company.

5.4. In the event that the Client fails to undertake those acts or provide those materials required under this clause 5 within any agreed deadline (and at least within 15 Business Days of the date requested by the Company) the Company shall be entitled to invoice for the Services that it has supplied and the remaining Services specified in the Order whether or not the Company has been able to deliver them.

5.5. The Client shall indemnify and keep the Company indemnified fully against all liabilities, costs and expenses whatsoever and howsoever incurred by the Company in respect of any third parties as a result of the provision of the Services in accordance with the Order, Specification, or the content of the Client's advertising or web pages which result in claims or

# TERMS AND CONDITIONS

proceedings against the Company for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.

5.6. As standard across the Services and unless otherwise notified, the Client shall be exclusively responsible for implementing the optimization changes recommended by the Company. As notified by the Company, in certain cases for amendments to existing optimizations, the Client shall allow the Company use of the site's FTP or content management system's user name and password in order to gain access to add in keywords.

5.7. The Company require that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If alterations are made by the Client or a third party to the Client's site(s) search engine placements may be affected and the Company cannot be held responsible.

5.8. The Company advises that regular, fresh content added to the site will help to improve the stability of rankings within search engines and the Client understands that regular, unique content plays an important part in the success of a website and failure to add unique content will lessen the impact of SEO services.

## **PRICES & PAYMENT**

6.1. Unless otherwise expressly stated, all prices shall be in US Dollars. In the event that duties are introduced or changed after

the conclusion of an Order, the Company shall be entitled to adjust the agreed prices accordingly.

6.2. The Client acknowledges that certain Services may involve the licensing of third party Intellectual Property Rights and that the Client may be required to enter into a license directly with such third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including if relevant (but without limitation) pictures and licenses from third party owners and licensors.

6.3. The price stated in the Order shall be a an estimate based on a qualified estimate of the number of hours required to provide the Services. This is an estimate only and Services shall be invoiced in accordance with the actual number of hours spent in accordance with the price set out in the Order or Quotation and in the event that the price is not so stipulated, the Client shall be charged at the hourly rate specified in the Company's then current price list. The Company shall be obliged to update the estimate and budgets on an ongoing basis following, among other things, changes made to an Order.

6.4. Whilst every effort is made to ensure that costing estimates are accurate, the Company reserves the right to amend any estimate, should an error or omission have been made.

6.5. The Company shall invoice the Client monthly, either in advance or following

Services delivered. Before the Company carry out any work Clients are usually asked to provide a non-refundable fees deposit. This deposit is like a rent deposit. It is kept securely and will be offset against the Client's last invoice(s) when the work detailed in an Order has been completed. Also, if the Client does not pay a monthly invoice when it is due the Company shall use the deposit to pay the invoice and will not do any further work until the deposit is replaced.

6.6. The Client shall pay each invoice submitted by the Company within 14 Business Days of the date of the invoice and in cleared funds in accordance with clause 6.7 below. The invoice number shall be stated on all payments and payment by check and bank transfer are accepted.

6.7. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

6.8. Late payment shall be considered as constituting a material breach of the Contract entitling the Company (at its discretion) to cancel the Contract or to affirm the Contract and assert the usual remedies for breach.

6.9. In the event that the Services cannot be delivered either in full or in part due to the Client's failure to assist or delay in assisting in the execution of the Order, the Company shall be entitled to charge to the Client an estimated amount, corresponding to the amount that would have been due had the Services been rendered in accordance with the Order. The Company shall be entitled to payment on the basis of the Company's price

list applicable from time to time for any additional work required because of the Client's failure to assist or delay in assisting.

6.10. If the Client subsequently requires the Company to complete the work within a shorter time frame than specified in the Order the Company reserves the right to apply additional charges to prioritize such projects ahead of per-planned work.

## **DELAYS, COMPLAINT & LIABILITY**

7.1. In the event that the Client proves that the Services are delayed or not in accordance with the Contract, the Company shall be obliged to remedy or redeliver, at its own discretion, without undue delay. In the event that the Services continue to be not in accordance with the Contract after reasonable attempts have been made to remedy this, the Client shall be entitled to cancel the Order in accordance with clause 13.2 a), provided that the breach is material.

7.2. Complaints concerning delays or breach of Contract shall be submitted immediately after the time when the Client became or should have become aware of the matter. If the Client fails to bring the defect (unless by its very nature it is impossible to ascertain within such a period) to the attention of the Company within 48 hours the Client shall be deemed to have accepted the Services and shall not be entitled to assert remedies based on delays or breach of Contract.

7.3. The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('Third Party Services'). The Client acknowledges that the Third Party Services will be governed by that third parties' terms and conditions and that the Company cannot provide any warranties in respect of the Third Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same. Providers of Third Party Services



# TERMS AND CONDITIONS

may provide their own warranties to the Client and the Client must satisfy itself whether or not such warranties (where given) are acceptable for the Client's business purposes or risk management policies.

7.4. The Company's only responsibility in respect of the Third Party Services is to take reasonable care and skill when selecting the providers of the same.

7.5. The Client's exclusive remedies for late delivery or Services not conforming with the Contract are as specified below and, if the remedies set out in these Terms have been exhausted, the Client's final remedy is limited to cancellation of the Contract and the Company's sole liability is to refund any payments for Services not conforming with the Contract, subject to the limitations set out below.

7.6. Except as expressly stated, the Company shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Services or for any claim made against the Client by any third party.

7.7. Without prejudice to the generality of Clause 7.6 above, the Company shall have no liability for any losses or damages which may be suffered by the Client whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories:

Any indirect or consequential loss arising under or in relation to the Contract even though the Company was aware of the circumstances in which such loss could arise;

Loss of profits; loss of anticipated savings; loss of business opportunity or goodwill; Loss of data; and

Fraudulent clicks on any of the Client's accounts managed by the Company.

7.8. To the extent such liability is not excluded by sub-clauses 7.6, 7.7 and clause 7.9 below, the Company's total liability (whether in contract, tort (including negligence or otherwise)) under or in connection with the Contract or based on any claim for indemnity or contribution (including for damage to tangible property) or otherwise will not in any event exceed the total sum invoiced for the Services.

7.9. The Company shall not be liable for downtimes, interference in the form of hacking, virus, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third party. The Company shall use its reasonable efforts to assist in remedial efforts if so requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these Terms or (at the Company's discretion) the Company's price list applicable from time to time.

7.10. The Company shall not be liable for any changes made without notice by the Client or a third party employed by the Client to domain names, websites, links, technical setup etc. Any such changes affecting the Services delivered by the Company. Preceding or subsequent work connected with any adjustments required as

a result of such changes shall be charged to the Client in accordance with these Terms or on the basis of the Company's price list applicable from time to time at the Company's discretion.

7.11. The Company shall use all reasonable endeavors to deliver Services relating to search engine optimization, links, advertisements, banners, pay per click and Google analytics in accordance with the guidelines applicable to the relevant search engines. However, the Company shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond the Company's control and reserves the right to make changes to Services as a result of the same. In addition, the Company shall not be liable for other changes or discontinuation of search engines.

7.12. The Company shall not be liable for Services relating to search engine optimization, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, the Company shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.

7.13. The Company shall not be responsible for URLs dropped or excluded by a search engine for any reason.

7.14. If the Client does not implement some or all of the Company's recommendations, the Company shall not bear any liability for any lack of success experienced by the Client relating to the Services.

## **INTELLECTUAL PROPERTY RIGHTS**

8.1. It is the responsibility of the Client to ensure that they have the right to use any Intellectual Property Rights when they provide any text, image or representation ("Materials") to the Company for

incorporation into the Services and the Client hereby grants or agrees to procure the grant of (as applicable) an irrevocable license to the Company to use such Materials for the purposes of providing the Services for the duration of the Contract.

8.2. The Client shall be responsible for ensuring that the contents of Materials which the Client has contributed or approved are not in contravention of legislation, decency, marketing rules or any other third-party rights. The Company shall be entitled to reject and delete such material without incurring any liability. In addition, the Company shall be entitled to cancel the Order.

8.3. The Client shall indemnify the Company against all damages, losses and expenses suffered or incurred by the Company as a result of the Materials which the Client has contributed or approved being in contravention of legislation, decency, marketing rules or any action that any such Materials infringe any Intellectual Property Rights of a third party.

8.4. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

8.5. Unless expressly stated otherwise in these Terms or in an Order, the Intellectual Property Rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future shall vest in and be the property of the Company or the relevant third party from whom the Company has acquired a right of use with a view to executing the Order. The Client agrees to execute and deliver such documents and perform such acts as may be necessary from time to time to ensure such Intellectual Property Rights vest in the Company.

8.6. If the Company makes software, scripts, ASP services etc. available to the Client as part of the execution of an Order, the Client shall only acquire a

# TERMS AND CONDITIONS

non-exclusive personal non transferable license to use such material until the Services under this agreement cease.

8.7. The Client hereby irrevocably licenses the Company to use and display the Client's name, figure, logo etc. as a reference on the Company's website, other marketing materials or types of media whilst they are a Client of the Company and for 18 months after the Contract terminates. The Client agrees to send the Company its most recent logo or figure as and when it is amended from time to time.

## **CONFIDENTIALITY**

9.1. A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

9.2. During the term of the Contract and for a period ending 5 years from the date of its conclusion, the Company shall take the same care as the Company uses with its own confidential information, to avoid, without the Client's consent, the disclosure to any third party (except a subcontractor working on the Services who is subject to similar undertakings of confidentiality) of any of the Client's business or operational information which the Client has designated as confidential.

9.3. The obligation in Clause 9.2 shall not apply to any information which is or becomes publicly available otherwise than through a breach of this agreement, is already or rightly comes into the Company's possession without an accompanying obligation of confidence, is independently developed by the Company, or which the Company is required to disclose by law.

9.4. During the term of the Contract and for a period ending 5 years from termination thereof, the Client will not disclose to any persons within its organization that do not have a need to know, or to any third party, any information and non Client materials provided by the Company concerning the method or approach the Company uses in providing the Services.

9.5. The Client shall be obliged to indemnify the Company for any loss, including costs incidental to legal proceedings, suffered by the Company as a result of the processing of personal data. The parties shall be obliged to notify the other party without undue delay of

any claims raised against a party as described in the present clause.

## **MISCELLANEOUS**

10.1 The Company reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to the Client and the Company shall not be liable to the Client or any third party for any modification to or discontinuance of these Services save for the return of any prepaid sums in connection with the provision of the Services which are subsequently not provided.

10.2. The Company shall be free to provide its Services to third parties whether during or following the provision of the Services to the Client.

10.3. During the term of the Contract and for a period of 12 months thereafter, the Client agrees not to employ or engage or offer to employ or engage anyone designated by the Company to work on the Services.

10.4. The failure of either party to enforce or to exercise at any time or for any period of time any right pursuant to these Terms does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.

10.5. If any term of these Terms is found illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding on the parties to the Contract.

10.6. Any valid alteration to or variation of these Terms must be in writing signed on behalf of each of the parties by duly authorized officers.

10.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

All notices must be in writing to URBANITY, [INSERT ADDRESS], or such address as is advised by the Company.

## **ENTIRE AGREEMENT**

12.1. The parties acknowledge and agree that the Contract supersedes any prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitute the entire agreement between the Company and the Client relating to these Services. Therefore, except as expressly provided, all other conditions and warranties (implied, statutory or otherwise) are hereby excluded to the fullest extent permitted by law.

## **LAW AND JURISDICTION**

13.1 The Company and the Client shall be obliged to attempt to settle any disputes arising between them including disputes relating to the existence or validity of the Contract through negotiation provided always that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.



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