**Project Proposal:** Consulting,Branding/Creative & Website Development **Client:** Photographically Touching Souls Deeply (Aaron Mahlon Thomas) **Delivered on:** 3/12/2021 **Submitted by:** ProBizCa+

This Website Design Agreement (the "Agreement") is entered into *March 12<sup>th</sup>, 2021* (the "Effective Date"), by and between *Aaron Thomas*, at *908 Audelia Rd.,Suite 200-177, Richardson, Texas, 75081* (the "Client") and **ProBizCa, at P.O. Box 153237,** Arlington, Texas 76015, (the "Company"), collectively "the Parties."

# **OVERVIEW AND PURPOSE**

Thank you for allowing ProBizCa+ and our team the opportunity to present our creative and digital services to you. We look forward to building a partnership that leads to your great success with "Photographically Touching Souls Deeply" (PTSD).

Through our integrated proposal, we will execute a results-oriented business strategy and will develop your branding to achieve the best results possible for your website's membership and donation efforts. Our agency will effectively become your creative department and website development team. ProBizCa+ will develop and implement the company strategy, develop branding tools and drive positive Return On Investment.

### GOALS

Our primary goals are to redesign current PTSD website and logo to update current branding to create a better, more robust user experience. We will make sure we communicate with company stakeholders appropriately, use existing relevant content, develop a portal that can be maintained by internal team and stay within the discussed budget.

# SCOPE OF SERVICES / OUR DELIVERABLES

### Branding & Creative Development

Redesign current company logo to include positioning, personality, promise and purpose, based on the company mission, vision and values and messaging.

- Create a brand identity including logo design, colors, and fonts & style guidelines for online/offline marketing collateral.
- This will include up to 3 design options.

# Website Design & Programming

Create a new interactive website that will be a user-friendly, online content hub for PTSD that speaks to multiple audiences and stakeholders including potential and current members and supporting donators. Our process will go as follows:

# Our Web Design Process:

- 1. Have proper conversations about website intentions, reach, target audience, callto-action and analytics.
- 2. Assemble our team of a designer, developer(s) and project manager.
- 3. Assess current assets including copy, photographs, graphical images, contact information and anything else relevant for the redesign. (Provide new content if needed). Then evaluate for new plan creation.
- 4. Create design mockups
- 5. Develop content management system (CMS) by using WordPress as the open source framework
- 6. Set up membership application and profile
- 7. Set up shopping cart for teacher classes
- 8. Add donation functionality
- 9. Start implementation after approval
- 10. Test website for quality assurance, usability, vulnerability and traffic issues
- 11. Launch and submit URL to major SEOs

### Web Development will include:

- User Profiles
- Login Capabilities
- Subscription Models
- About Us section
- Advertising areas
- Volunteer Recruitment Posting
- Resource area
- Blog
- Social Media inclusion

### Supporting Web services will include:

- Annual Domain Name Registration
- Annual Website Hosting
- Annual SSL Certificate
- Monthly maintenance including updates & changes

### TIMEFRAME

Phase I (1-15 days)	Phase II (15-45 days)	Phase III (45+ days)
Explore & Envision	Execute	Evaluate & Enhance
Business Strategy & Consulting, Logo design, Domain, Hosting, SSL Certificate	Logo Selection & Revisions, Website Design & Programming	Website Launch & Maintenance

#### YOUR INVESTMENT

Below is our estimated budget based on the scope of services outlined in this proposal. Our fees are based on the time required and services rendered and will be billed at the all inclusive fixed rate for the contract completion period starting from the date of signed contract.

- Business Strategy & Consulting, Domain, Hosting, SSL Certificate
- Branding and Logo Design
- Website Design & Programming
- Annual Website Maintenance

#### Proposed Integrated Consulting, Creative & Digital Development Total:

- \$2,875.00
  - \$875.00 Logo Design
  - \$2,000.00 Website Design/Development
- \$5,375.00
  - \$4,500.00
  - Veterans Form
  - Volunteers Form
  - Donations Form
  - Veterans Membership Portal
  - Ecommerce Service/Merchandise
  - Blog Database
  - Gallery Database
  - Initial Business Consulting
- \$1,875.00
  - ProBizCa Design/Setup and two (2) years of Hosting

\* Expenses for creative, management, report production and analytics are included or will be absorbed by ProBizCa+ Agency. In addition, if there are fees for purchasing tools, assets, labor or resources, we will bring those to PTSD for consideration. We are sensitive to the financial challenges facing a startup, growing business. It is our objective to help shoulder some of this expense by discounting our services & fees and utilizing our extensive resources so together we can build something bigger. We will always use our utmost discretion to keep costs low and still achieve the desired results. There will be times which require new development (extending team, event activities, or other new opportunities that we agree would be beneficial) and in those instances we will work together to determine the most cost effective options to reach optimal return.

**Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Website in its final form. Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

**Ownership Rights.** Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Project. Designer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Designer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

#### **Representations and Warranties.**

<u>Designer</u>. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

<u>Client</u>. Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

**Disclaimer of Warranties.** Designer shall create a Website for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).

**Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

**Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

**Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"
Signed:
Ву:
Date:
"Company" (ProBizCa)
Signed:
Ву:
Date: