



COOLSCULPTING DIGITAL MARKETING

Website Design + Targeted Marketing

Medstar Media, Inc.

10808 S. River Front Parkway Suite 3020
South Jordan, Utah 84095
United States

6466949450

BILL TO

Laser + Skin Institute

Lisa Breslauer
417 Main Street
Chatham, New Jersey 07928
United States

973-635-5050
lisabreslauer@me.com

Invoice Number: LSI_CS_10_19

Invoice Date: November 1, 2019

Payment Due: November 1, 2019

Amount Due (USD): \$0.00

| Items | Quantity | Price | Amount |
|---|----------|------------|------------|
| <p>Website Design + Development</p> <ul style="list-style-type: none"> • Complete website design and development using the WordPress platform • Install lead capture forms, integrate with autoresponder and set up client & customer notifications • Optimize website for optimal desktop, tablet, mobile and cross-browser usability • Design custom graphics <p>This is an estimate. If we finish in less time you will be credited. If we need more time we will provide you an additional estimate to finish.</p> | 40 | \$200.00 | \$8,000.00 |
| <p>Digital Marketing Set Up Service</p> <p>Set Up Google Adwords pay per click campaigns for CoolSculpting related searches</p> <ul style="list-style-type: none"> • Perform keyword research, create ad groups and ad copy • Set up Facebook/Instagram ad campaigns • Set up conversion tracking, sales funnels and goals: Google Analytics, Google Tag Manager, Google Search Console, Call Tracking, Facebook conversion tracking, etc. <p>----</p> <p>Monthly marketing services commence after completion of ad campaign set up.</p> <p>A monthly base fee of \$1500 will be charged to manage the campaigns monthly. A three-month monthly management term is required.</p> | 1 | \$1,500.00 | \$1,500.00 |

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| | |
|--|------------|
| Total: | \$9,500.00 |
| Payment on November 13, 2019 using  ending in 2641: | \$9,500.00 |

Amount Due (USD): **\$0.00**

Notes

This Marketing Services Agreement (“Agreement”) is being made between Laser + Skin Institute (that’s “You” or “Your”) And Medstar Media, Inc. (that’s “We” or “Us”) may also be referred to as “Party” or together as the “Parties”. This Agreement will become effective (“Effective Date”) on the date of signing and/or payment made.

Services & Fees: The Parties will perform the services (“Services”) listed in the product and service section. The Parties acknowledge that their obligations to perform the Services serve as good and valuable consideration for this Agreement. All websites, content, graphics and assets we create for you are yours forever. You agree to pay us upfront for these services or at the time on invoice receipt.

Cancellation + Refund Policy: You will have access to a full refund within three days of the start of the project. After the three days, the client has access to a partial refund (the total payment minus any billable hours dedicated to the project.) Monthly service fees are not refundable after the monthly service begins.

Term and Termination: The term of this Agreement is three months from the Effective Date. The term for the monthly marketing service(s) begins once we the advertising campaigns commence. The monthly services will auto-renew on a monthly basis. After the term of three months, any party cancel with a 30 day email notice.

Confidentiality + Non-Circumvent: Your secrets are safe with Us. This includes Your proprietary information (trade secrets, client records, or any other confidential information that is not publicly available.) We agree to use the proprietary information only for purposes related to this Agreement. We expect our secrets to be safe with You, too. We are confident we will love your staff but we agree we will not try to recruit them. We hope you love our team too but you agree to not attempt circumvent us and hire staff members outside of this agreement.

Relationship of the Parties: The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party.

Mutual Cooperation: We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us you, your team and needed information pertaining to your digital marketing campaign. You also agree to keep an updated payment method on accounts we use to provide marketing services (Google ads, Facebook, website hosting, etc.)

Limitation of Liability: Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, punitive, exemplary, or special damages. Neither Party will be liable for lost profits or lost business opportunities upon breach of this Agreement.

Earnings Disclaimer: We cannot guarantee you a certain amount of leads, phone calls, customers or revenue. We will do our best to run targeted campaigns and optimize the campaigns monthly. However, your staff is responsible to convert prospects into customers.

Notes

Waiver: Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

Amendments: This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

Assignment: The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

Dispute Resolution: We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation. **Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties. **Litigation:** We hate fights, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of Utah, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the State of Utah. **Attorney's Fees:** The prevailing party, also known as the "winner", will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

Severability: If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

If the Parties agree to the terms of this Agreement, please sign below.

_____ Lisa Breslauer /Laser + Skin Institute/Date

_____ Chris Zelig _____ 11/1/2019 Chris Zelig/ Medstar Media/ Date