

THE APPLICATION MASTERS, LLC
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into this day by and between The Application Masters, LLC, a Texas limited liability company ("TAM"), and the undersigned responsible party ("Client"), on behalf of the applicant ("Applicant").

TAM offers services assisting with the review and edit of essays, résumés and application materials including, but not limited to, essays for colleges and universities located in the United States. In consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TAM and Client agree as follows:

1. **SERVICES TO BE PROVIDED.** Client hires TAM to provide the services described above (the "Services") for the benefit of the Applicant, with appropriate consultation and authority from Client.

2. **TERM AND TERMINATION.** The term of this Agreement shall begin on the date full payment for the Services is received by TAM (the "Effective Date") and shall continue until the Services provided by TAM have been completed. TAM or Client may terminate this Agreement sooner for any reason by written notice to the other party. Client agrees that if Client terminates this Agreement, TAM's fee is not refundable, unless Services have not been rendered yet.

3. **PRICING AND PAYMENT**

(a) **Service Pricing.** Pricing for TAM's Services depend on what services are purchased. TAM provides the following services:

(i) **Application Check Services**, which includes proof reading for spelling and grammatical errors and missing information only at the price below;

Base Price
\$49.99 per application, not including short answers or essays

(ii) **Essay Edit Services**, which includes reading Applicant's essay or short answer and editing it for spelling, grammar, compelling content and creativity, then making suggestions for improvement or making direct changes to certain words or sentences.

Word Count	Price	Additional Review
1-249 words	\$99.99	\$89.99
250-499 words	\$149.99	\$134.99
500-749 words	\$169.99	\$152.99
750-999 words	\$189.99	\$170.99
1,000-1,499 words	\$199.99	\$179.99
1,500-1,999 words	\$209.99	\$188.99
2,000-2,499 words	\$229.99	\$206.99
2,500-2,999 words	\$249.99	\$224.99

3,000-3,999 words	\$349.99	\$314.99
4,000-4,999 words	\$409.99	\$368.99
5,000+ words	9 cents per word	8 cents per word

The number of words is the number as counted by Microsoft Word software.

(iii) **Cover Letter Repair**, which includes reading Applicant’s cover letter and editing it for spelling, grammar, and content. The Applicant’s achievements and experiences will be highlighted to help the Applicant stand out, expressing why the Applicant wants to work for the company and what makes the Applicant a good fit.

Experience	Price	Additional Review
Less than 2 years	\$79.99	\$71.99
2 years or more	\$119.99	\$106.99
Executive level	\$199.99	\$177.99

(iv) **Resume Edit**, where the Applicant’s resume is redesigned so it will have an attractive layout, font, and any other elements to make it stand out. The best aspects of the Applicant’s resume are selected and crafted in a more effective, well-organized, flawless resume that grabs the employer’s attention, uses active verbs, focuses on the Applicant’s results (not just experiences), and uses keywords that are easily found by search engines.

Experience	Price	Additional Review
Less than 2 years	\$149.99	\$133.99
2 years or more	\$219.99	\$195.99
Executive level	\$329.99	\$293.99

(v) **School Assignment Rescue**, which includes reading Applicant’s school assignment and editing it for spelling, grammar, compelling content and creativity, then making suggestions for improvement or making direct changes to certain words or sentences. **Price is \$60/hr.**

(b) **Pricing for Other Materials.** For items other than college applications / short answers / essays, cover letters, and resumes, the price varies depending on the type of work. The number of words in other documents or materials is the number as counted by Microsoft Word software. Hourly rates may apply.

(c) **Payment.** **FULL PAYMENT MUST BE MADE BEFORE TAM RENDERS THE SERVICES.**

4. **SERVICES MAY BE DECLINED.** TAM renders its services in its sole discretion and reserves the right to decline to render services to Client and/or Applicant after reviewing Applicant's materials. TAM will contact Client immediately if TAM decides not to render services and full payment, if already paid, will be returned to Client.

5. **ASSIGNMENT**. Neither Client nor Applicant may assign this Agreement, and/or any of its rights and obligations hereunder to any other person, without the prior written consent of TAM. If TAM grants its prior written consent, all of the terms, conditions, covenants, and agreements contained in this Agreement shall inure to the benefit of, and be binding upon, any permitted assignees.

6. **RELATIONSHIP**. It is understood and agreed by the parties hereto that TAM shall not, under any circumstances, be considered the employee of the Client or the Applicant. Nothing in this Agreement creates any partnership, joint venture, employment or agency relationship between TAM and the Client or the Applicant.

7. **CONFIDENTIAL INFORMATION**

The Client, the Applicant or TAM may, at its discretion, furnish the other party with certain proprietary or nonpublic information, whether or not marked as "Confidential" or "Proprietary" ("Confidential Information") in order to effectively fulfill the terms of this Agreement. Each party understands that all Confidential Information gained as a result of or in connection with the Services is proprietary to the other party and shall not be copied or disclosed under any circumstances to any third parties except as is necessary and expressly authorized in writing for the performance of the Services.

Because of the confidential nature of the information which may be disclosed to the parties under this Agreement, the parties will not, except as authorized by the other party, disclose any Confidential Information to any other third party. The obligation of confidentiality, however, shall not be applicable with respect to such information which: (i) was known to party receiving the Confidential Information (the "Receiving Party") prior to disclosure; (ii) is or becomes known to the public by general publication without violation of this Agreement; (iii) is given to the Receiving Party by a third party having a right to do so; or (iv) is independently developed by the Receiving Party without the use of information supplied by the party disclosing the Confidential Information under this Agreement.

8. **DISCLAIMERS OF SERVICES**.

(a) **No Guarantee of Interviews, Admission to or Success in any Job, College or University or other Source of Submission of Materials**. TAM does not guarantee interviews, admission to, or success in, any job, school, program or related source of submission. Nothing in this Agreement or TAM's statements to Client or Applicant should be construed as a promise or guarantee about the outcome of any of the Applicant's materials. TAM's comments, edits and recommendations are the expression of opinion only.

(b) **No Fact-Checking**. TAM does not independently fact-check any materials and accepts the facts, statements, dates and sources of an Applicant's materials "as is."

(c) **No "Writing" of Materials**. TAM provides services editing an Applicant's materials. TAM will not write an Applicant's materials, nor will TAM edit an Applicant's materials such that it is not a true depiction of the Applicant's own writing ability.

(d) **No Plagiarism**. Client and Applicant agree that any written essay delivered to you by TAM is intended to be distributed only for purposes of Applicant's submission to jobs, colleges and universities or similar sources. All essays delivered to you by TAM are for reference and research purposes only. TAM does not take part in any act of academic or job-related dishonesty and adheres to copyright laws. Client and Applicant are solely responsible for any disciplinary action arising from the illegal or improper use of essays delivered to you by TAM.

9. **INDEMNIFICATION**. Client agrees to defend, indemnify and hold harmless TAM, its affiliates and its respective managers, members, officers, directors, employees and agents against all liability, losses, damages, obligations, judgments, claims, causes of action and expenses associated therewith (including settlements, judgments, court costs and attorneys' fees) resulting from or arising out of, directly or indirectly, any negligent or intentional act or omission or any failure to perform any obligation undertaken in or any covenant made under this Agreement.

10. **LIMITATIONS ON WARRANTIES AND LIABILITY**. In no event shall TAM be liable for any anticipated or lost profits or for incidental, special, punitive, exemplary, indirect, or consequential damages. TAM's liability, as the case may be, for any claim of any kind for any loss or damage arising out of or in connection with, or resulting from, this Agreement or from the performance or breach thereof shall in no case exceed the amounts paid to TAM hereunder. TAM shall not be liable for penalties of any description. **TAM EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ITS SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. **NOTICES**

All notices to TAM required or permitted by this Agreement shall be in writing and shall be sent by: (i) fax (if the receiving machine confirms receipt through answerback and the sending machine prints a paper copy of the answerback message); (ii) electronic mail, or (iii) certified or registered mail, return receipt requested, postage paid, at the address below:

The Application Masters, LLC

P.O. Box 190136

Dallas, TX 75219

Email: Info@Theapplicationmasters.com

Fax Number: toll-free: 866-535-1608

12. **PUBLIC ANNOUNCEMENTS**. TAM may include Client and/or Applicant as a part of TAM's client and/or referral lists and in other appropriate marketing materials and activities, and Client consents to such action by TAM.

13. **SEVERABILITY**. In the event any part, term or provision of this Agreement is found by any court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement to be illegal or in conflict with applicable law, the validity of the remaining portions or

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, provided that each party shall nevertheless receive the fundamental benefits contemplated by the part, term or provision held invalid.

14. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and the e-mail provided by TAM estimating the cost and turnaround time of the Services constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, either oral or written, between the parties with respect to the subject matter in this Agreement. The price term and services provided in this Agreement may only be modified in a writing signed by TAM and the Client. Other terms may be unilaterally modified by TAM.

15. **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without reference to its conflicts of laws principles or rules.

Client warrants that he/she is at least 18 years of age. Client and Applicant have read The Application Masters Services Agreement and hereby agree to its terms, covenants and conditions.