



# OUTLOOK CONSULTANTS

This Website Development and/or Marketing Contract ("AGREEMENT") is entered into on 06/24/2024 (hereafter the "EFFECTIVE DATE") by and between Outlook Consultants LLC (hereafter the "COMPANY") and Michael Ketcham (hereafter referred to as "YOU", "YOUR", and "CLIENT").

We look forward to working with YOU and want YOU to know about the services we are going to provide. This AGREEMENT sets forth the COMPANY's obligations to YOU, and YOUR obligations to the COMPANY. Please read this AGREEMENT fully and carefully and keep a copy for YOUR records.

This AGREEMENT is binding and is entered into on the date YOU sign the AGREEMENT and provide all amounts initially due, under this AGREEMENT (hereafter the "Effective Date"). An exception to payment-in-full may be a down-payment for the total amount due, under this AGREEMENT (hereafter the "Effective Date").

THIS AGREEMENT GOVERNS THE BUSINESS RELATIONSHIP BETWEEN YOU AND the COMPANY. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY REPRESENTATIONS OR PROMISES THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT. IF YOU BELIEVE PROMISES OR REPRESENTATIONS WERE MADE THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT, YOUR SOLE OPTION IS TO REFUSE TO EXECUTE THIS AGREEMENT. YOUR USE OR ATTEMPTED USE OF ANY OF THE PRODUCTS OR SERVICES PROVIDED BY THE COMPANY CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT SIGN THE AGREEMENT AND DO NOT USE OR ATTEMPT TO USE THE COMPANY'S PRODUCTS OR SERVICES.

## 1. Description of Services

The services (hereafter "SERVICES") YOU are purchasing from the COMPANY consist of the following:

By signing this AGREEMENT, YOU acknowledge and agree that other than the SERVICES described above, YOU are not purchasing, and the COMPANY has no obligation to provide YOU with any other goods, products or services that are not described in this AGREEMENT.

## 2. Limitations of Services

**THE COMPANY DOES NOT REPRESENT OR GUARANTEE THAT IF YOU USE ITS SERVICES YOU WILL RECEIVE SALES, REVENUES, PROFITS, OR SUCCESS. THE COMPANY ALSO DOES NOT GUARANTEE ANY PARTICULAR SEARCH ENGINE RANKING, TRAFFIC, AND/OR PLACEMENT IN ANY SEARCH ENGINES.**

YOU agree that YOU have been and will remain responsible for making all decisions regarding YOUR business, including the name of YOUR business, the products and product lines YOU offer and sell as part of YOUR business, the listing and pricing of products on YOUR website, the return policies YOU offer, and the drop shippers (if any) that YOU have decided to work with as part of YOUR business. YOU acknowledge and agree that to the extent the COMPANY assists YOU in identifying product lines or drop shippers for YOUR business or website, whether YOU choose to contract and work with such drop shippers and/or the extent to which YOU choose to contract and work with such drop shippers is YOUR decision alone.

## 3. Price

The charge for these website development SERVICES is \$5,000.00 . The price set forth herein govern the parties' AGREEMENT notwithstanding any prices listed elsewhere, including in literature, on web pages, or any oral representation made by any person or party to this AGREEMENT.

## 4. Payment Terms

Unless otherwise agreed, payment is due in full as of the date and time YOU electronically sign this AGREEMENT. YOU understand that all discounts offered to YOU for services under this AGREEMENT are made as consideration for YOUR full payment pursuant to the terms set forth in this AGREEMENT. To avoid interruption of SERVICES, payment for monthly web hosting fees, if any, will be billed 31 days following the introductory payment. If payment is not received in a timely manner, including any pending amounts owed under this agreement, the COMPANY may, at its sole discretion, cease all services, including, but not limited to, shutting down YOUR website and/or terminating this AGREEMENT.

## 5. Acknowledgement that the COMPANY Did Not Offer a "Business Opportunity"

YOU acknowledge and agree that YOU already developed or were developing an online commercial retail business prior to contact or receiving any SERVICES from the COMPANY. YOU also acknowledge and agree that the COMPANY did not offer YOU a "Home Based Business" or "Business Opportunity" as those terms are used by the Federal Trade Commission, or by any other state or federal governmental entity.

## 6. Disclaimer of Warranty

The COMPANY does not warrant that the services it performs or the products it provides under this AGREEMENT will meet YOUR requirements or that the services it performs or the products it provides will be uninterrupted or error-free.

The COMPANY assumes no responsibility for the results achieved by YOU from using the COMPANY's services. The COMPANY does not exercise any control whatsoever over the content of the information passing through the network used by YOU. The COMPANY makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. The COMPANY also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that YOU may suffer. YOUR use of any information obtained from the COMPANY is at the YOUR own risk, and the COMPANY specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Although the COMPANY or a fulfillment partner will commence work on YOUR services as soon as possible after the EFFECTIVE DATE, the COMPANY's ability to complete the project is dependent upon a number of factors including, but not limited to YOUR prompt and full completion of the Marketing and/or Design Questionnaire provided by the COMPANY. Accordingly, the COMPANY does not guarantee that YOUR SERVICES will be completed on or by any specific date. Except as is specifically set forth in writing in this AGREEMENT, the COMPANY disclaims any representations that YOUR website will be completed by any specific date.

YOU acknowledge and agree to either fully and completely complete the Marketing and/or Design Questionnaire within fourteen (14) days of the date it was delivered by the COMPANY, and/or respond by email to COMPANY feedback, decision, or approval requests regarding YOUR services. If YOU do not return the completed Marketing and/or Design Questionnaire within fourteen (14) days of the date it was delivered to YOU, and/or if you do not reasonably respond to COMPANY feedback, decision, or approval requests regarding YOUR services, then the COMPANY reserves the right to complete the SERVICES using the COMPANY's reasonable judgment.

In no event will the COMPANY be liable to YOU or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate any of the products or services supplied under this AGREEMENT, including but not limited to the web pages or website, even if the COMPANY has been advised of the possibility of such damages.

## 7. Termination

a. YOU may "cancel" this AGREEMENT within three business days of the date that CLIENT electronically signs this AGREEMENT by providing written notice to the COMPANY through any of the following means: (1) USPS certified mail, return receipt requested; (2) email; or (3) facsimile. With respect to written notice as used in this paragraph 7.a, notice will be

deemed to be effective on the date YOU place it in the mail to the COMPANY.

b. After the three day cancellation period YOU may only "terminate" this AGREEMENT by paying the COMPANY all amounts under this AGREEMENT, including but not limited to the INITIAL SETUP AMOUNT and all MONTHLY FEES to be paid under this AGREEMENT, and by providing THE COMPANY with written notice through any of the following means: (1) USPS certified mail, return receipt requested; (2) email; or (3) facsimile. If the CLIENT terminates this AGREEMENT, the CLIENT acknowledges and understands that all amounts paid to the company will not be returned because of cancelling the AGREEMENT. With respect to written notice as used in this paragraph 7.b, notice will be deemed to be effective on the date it is received by THE COMPANY. To be effective, such notice of termination under this paragraph 7.b the CLIENT must provide (30) days' written notice to the COMPANY.

c. This AGREEMENT provides the sole means for terminating this AGREEMENT and any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the COMPANY inconsistent with the terms of this AGREEMENT is ineffective, invalid, and unenforceable. If YOU initiate any effort to cancel, chargeback, reverse, or otherwise recoup any payment made or owed to the COMPANY inconsistent with the terms of this AGREEMENT, the COMPANY reserves the right, at its sole discretion to discontinue service and/or cancel this AGREEMENT and YOU agree to be liable to the COMPANY for the cost of responding to such effort, including but not limited to court costs and reasonable attorney fees, regardless of the outcome of such efforts.

d. NO EXCEPTIONS TO THE TERMINATION PROVISIONS IN THIS AGREEMENT WILL BE ALLOWED.

YOUR Initials:     MK      
MK

## 8. Prohibited Practices

a. YOU may not use or allow the services to be used in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, or that could cause damage to the COMPANY or its customers.

b. YOU agree that YOU will not make any statement that could reasonably be foreseen to, embarrass, criticize, damage, or adversely affect the COMPANY or its customers.

c. If YOU violate this section, YOU agree to pay the COMPANY liquidated damages in an amount not less than ten (10) times the fee for all services to which this AGREEMENT applies. YOU further agree that this liquidated damages provision is a reasonable estimate of the damage that would be caused to the COMPANY due to a violation of this section.

## 9. Intellectual Property Rights

a. YOU represent to the COMPANY and unconditionally warrant and guarantee that all materials furnished to the COMPANY for inclusion in its web pages, including any and all elements of text, graphics, photos, designs, trademarks, or other artwork are owned by

YOU, or that YOU have permission from the rightful owner to use each of these elements on an e-commerce website or for the purpose of marketing an e-commerce website. YOU warrant that YOU have the right to use any and all materials provided to the COMPANY, including and that it has obtained any and all necessary permissions from third parties to license such licensed materials, and that use of the licensed materials in accordance with the terms of this AGREEMENT shall not infringe the intellectual property rights of any third party. YOU shall indemnify and hold the COMPANY harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the third-party materials by the COMPANY in accordance with the terms of this AGREEMENT. This indemnity shall survive the termination of this AGREEMENT. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

b. YOU acknowledge and agree that the intellectual property rights to the finished assembled works developed by the COMPANY, including but not limited to all copyrights, trade secrets, proprietary information, and patent rights, are owned by the COMPANY. Upon termination of the AGREEMENT and full and final payment of all amounts due and owing, the COMPANY may, at its sole discretion, grant YOU a non-exclusive license to use the intellectual property rights to the works developed by the COMPANY. After completion and subject to restrictions on use of third-party material, YOU shall have the right to modify the works developed by the COMPANY subject to all applicable licenses. If either party makes any improvements, modifications or other alterations to the works developed by the COMPANY, all rights in such new material shall be owned by the COMPANY in the same manner described above.

c. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the YOU and remain the property of their respective owners. the COMPANY and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. If YOU use elements of the works for any purposes not so connected with the website, the parties shall negotiate further licenses to accommodate the request at market value.

d. Notwithstanding any other term of this AGREEMENT, CLIENT acknowledges and agrees that upon any unauthorized breach of this AGREEMENT by YOU, the COMPANY owns all rights associated with any website developed by the COMPANY.

## 10. Communications

By checking the box, YOU acknowledge and understand that YOU are "Opting in" and consenting to all forms of communication from the COMPANY, its general affiliates, contractors, and any other entity that may be reasonably associated with this transaction. This includes but is not limited to auto-dialed

telephone calls, automated telephone messages, text messages, SMS, MMS, email, online meetings, and phone calls for the purpose of recurring automated promotional and personalized marketing text messages, appointment reminders, and customer service-related communication with the COMPANY and its affiliates. YOU understand that if you unsubscribe by texting, emailing, or verbally saying the word "Unsubscribe", the COMPANY is not responsible for unfulfilled services that by reasonable assumption, would require communication from YOU to execute.

By checking the box, YOU acknowledge and understand that YOU are "Opting in" and consenting to all forms of communication from Pur Design LLC, and any other entity that may be reasonably associated with them. This includes but is not limited to auto-dialed telephone calls, automated telephone messages, text messages, SMS, MMS, email, online meetings, and phone calls for the purpose of recurring automated promotional and personalized marketing text messages, appointment reminders, and customer service-related communication with the Pur Design LLC and its affiliates. YOU understand that if you unsubscribe by texting, emailing, or verbally saying the word "Unsubscribe", the COMPANY and Pur Design LLC is not responsible for unfulfilled services that by reasonable assumption, would require communication from YOU to execute.

#### 11. Trade Secrets

The COMPANY will treat with complete confidence all trade secrets supplied by the YOU to the COMPANY. This clause shall not prevent the disclosure of trade secrets if such disclosure: a) is required by a court of competent jurisdiction, b) is necessary for the proper performance of the COMPANY's duties under the terms of this AGREEMENT; or c) if such information has come into the public domain otherwise than through unauthorized disclosure by the COMPANY.

#### 12. Non-Solicitation of Employees

YOU and the COMPANY agree that the parties shall not entice, solicit, engage, or employ any person who was an employee or consultant or otherwise engaged by the other during the term of this, if any.

#### 13. Laws Affecting Electronic Commerce

From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. YOU agree that YOU are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the COMPANY and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the YOUR exercise of Internet electronic commerce.

#### 14. Non-Assignment

YOUR rights and obligations under this AGREEMENT may not be assigned without the written consent of the COMPANY. To the extent the COMPANY agrees in writing to an

assignment of YOUR rights and obligations under this AGREEMENT, the original parties to this contract remain obligated hereunder until termination of the AGREEMENT.

#### 15. Six Month Period to Raise Disputes

**NOTWITHSTANDING THE "DISCOVERY RULE", ANY APPLICABLE STATUTE OF LIMITATIONS, OR ANY OTHER APPLICABLE LAW, RULE OR STATUTE, YOU AGREE TO CONTACT THE COMPANY DIRECTLY WITH ANY CLAIM OR DISPUTE YOU MAY HAVE REGARDING THIS AGREEMENT, THE SERVICES, OR THE RELATIONSHIP BETWEEN THE PARTIES WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE. YOU AGREE TO WAIVE THE RIGHT TO PURSUE ANY CLAIM OR DISPUTE THAT YOU HAVE NOT DIRECTLY INFORMED THE COMPANY ABOUT WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE.**

If and to the extent YOU dispute this AGREEMENT or the services provided by the COMPANY by, amongst other things, filing a chargeback with YOUR credit card company and/or filing a negative review with any governmental entity or review or accreditation entity, the COMPANY may, at its sole discretion, cease all services, including, but not limited to, shutting down YOUR website and/or terminating this AGREEMENT.

#### 16. Arbitration

In the event a dispute shall arise between the parties to this AGREEMENT, it is hereby agreed that the sole means of resolving the dispute shall be through binding arbitration at Judicial Dispute Resolution (JDR) in Seattle, Washington or at another alternate service agreed to by the parties for arbitration in accordance with the American Arbitration Association's "Commercial Arbitration Rules". The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The parties agree that for purposes of venue, this contract was entered into in King County, Washington, and any dispute will be arbitrated applying the laws of the State of Washington.

#### 17. Severability

If any provision of this AGREEMENT shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this AGREEMENT and shall not affect the validity and enforceability of any remaining provisions.

#### 18. Conditions Beyond Control Of The Parties

Neither party shall be liable for any failure or delay in performance under this AGREEMENT

(other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this AGREEMENT, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

#### 19. Enforceability After Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this AGREEMENT be construed as a continuing waiver of other breaches of the same or other provisions of this AGREEMENT.

#### 20. Relationship to Other Entities

YOU acknowledge and understand that through YOUR business relationship with the COMPANY, YOU may or may not be offered other services from the COMPANY or other businesses that YOU are free to accept or reject under YOUR own free will. YOU further acknowledge and understand that the COMPANY, under its sole discretion, may contract to have another entity fulfill some or all of its SERVICE obligations under this AGREEMENT.

YOU acknowledge and understand that if and to the extent the COMPANY assists YOU in obtaining credit to finance YOUR purchase from the COMPANY, the COMPANY has no business relationship with the entity providing financing. YOU are solely responsible for the decision to obtain financing and YOU are solely responsible for payment of all amounts owed related to the financing. YOU further understand and agree that YOU are solely responsible for any and all information provided to the entity providing financing related to any application for financing. YOU acknowledge and agree that any such information YOU provide to an entity providing credit for YOUR purchase will be truthful and accurate.

#### 21. Effect of Electronic Signature and Verification

YOU acknowledge and understand that under controlling federal and state law electronically signing this AGREEMENT has the same legal and equitable force and effect as if YOU signed this AGREEMENT with their handwritten signature. By electronically signing this AGREEMENT, YOU agree to be bound by the terms contained in this AGREEMENT.

For the safety and security of our clients, the COMPANY uses internet tracking technologies that allow us to better verify the identity and location of the individual agreeing to the terms of this contract.

#### 22. Sole Agreement



a. Any additional work not specified in this AGREEMENT must be authorized by a written change order. All prices specified in this contract will be honored for twenty-four (24) months after both parties sign this contract. Continued services after that time will require a new agreement.

b. This AGREEMENT constitutes the sole contract between the COMPANY and YOU regarding the subject of this AGREEMENT. The terms contained within this written AGREEMENT are the exclusive obligations to which the parties are bound. By signing and accepting this AGREEMENT, YOU acknowledge and agree that this written AGREEMENT contains all promises that were made to YOU regarding the subject of this AGREEMENT.

If you have any questions regarding this matter, please email us at [support@outlookconsultants.biz](mailto:support@outlookconsultants.biz)

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

Date: 06/24/2024

Client Signature: Michael Ketcham  
Michael Ketcham (Jun 24, 2024 16:33 MDT)

