



Client Policies & Procedures

We are so pleased to welcome you as a MotionTemps client! We look forward to assisting you in accomplishing all of your communications, project management and/or marketing needs. We ask that you please take a few moments to review the following policies and procedures. We hope these policies and procedures will aid in creating a working environment conducive for all involved. Should you have additional questions, please don't hesitate to contact MotionTemps by phone or e-mail.

This Agreement is made between **Carolyn D. Davenport-Moncel**, president of **MotionTemps, L.L.C.** (hereafter known as "MotionTemps") and _____ (hereafter, known as the "Client"). The Client desires to retain MotionTemps as an independent contractor to perform administrative and/or consulting duties for the Client. MotionTemps is willing to perform such services as set forth below according to the following terms and conditions:

This contract is on going and shall begin on _____, **2004**.

OFFICE HOURS: MotionTemps operates offices in both Chicago and Paris. For customers in the United States, MotionTemps keeps standard office business hours. The office operates from 7 a.m. – 2 p.m. CST (Chicago), Monday through Friday. There will be times when the MotionTemps office will be unreachable; however, prior notice will be given to the Client. The MotionTemps office will be closed to observe the following Christian and National holidays: New Year's Day, Dr. Martin Luther King Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

For customers in Europe, MotionTemps keeps standard business hours also. The office operates from 9 a.m. – 5 p.m. GMT (Paris), Monday through Friday. Please consult the MotionTemps website to determine holiday closings.

CONTACT INFORMATION: The MotionTemps office will make every attempt to remain available to the Client at all times during business hours. The Client is free to contact MotionTemps by any of the methods below:

Direct Tel/Fax: +011.331.4997.9059

Tel. (U.S.): +877.818.3864

Fax (U.S.): +877.815.0167

Email: motiontemps@hotmail.com or carolyn@motiontemps.com

WORKSTYLE: The MotionTemps work environment is both comfortable and focused. Clients hire MotionTemps to help them stay organized with their projects and/or to assist in the launch and promotion of their products. Therefore, MotionTemps strives to create a working environment where the Client feels comfortable clearly stating the desired service and the anticipated deadline for completion. MotionTemps will make every attempt to meet that deadline in a timely fashion, and MotionTemps will notify the Client if the desired service cannot be completed on time.

Paris:

102-110 Avenue Marceau, #87
92400 Courbevoie FRANCE
tel + (011) (33) (01) 49 97 90 59
fax + (011) (33) (01) 49 97 90 59
e-mail: info@motiontemps.com

Chicago:

11519 South Laflin Street
Chicago, Illinois 60643 U.S.A.
tel + 877 818 3864
fax + 877 815 0167
www.motiontemps.com

RATES: \$25 per hour for basic administrative services. (For prices in Euros please use the [currency converter](#).) Projects deemed outside of administrative services (special projects, marketing or media relations) are proposal-based only and may be subject to higher rates. Please consult the MotionTemps website for additional services and rate packages. Rates are subject to change without notice.

FEES: MotionTemps bills its Clients twice per month – on the 15th and 28th. Payment is due in full within 15 days of receiving the invoice by mail. All overdue amounts will bear an interest rate of one percent (1%) per month. Occasionally during the course of a project, MotionTemps may incur some out-of-pocket expenses. These expenses will be kept to a minimum but the expense will be subject to a 15% mark up on the invoice. Additionally, MotionTemps reserves the right to terminate all further work until all overdue invoices are paid in full. All work completed will be outlined in detail on the invoice. The invoice serves as the Client's receipt. Please make all checks payable and mail to:

MotionTemps, LLC
Attn. Nancy Dshida
NMD & Company
155 Harbor Drive, Suite 5302
Chicago, IL 60601

Clients are also welcome to make payments directly to MotionTemps by visiting the website at http://www.motiontemps.com/make_payment.html.

STATUS: Carolyn D. Davenport-Moncel, president of MotionTemps, works as an independent contractor. She owns MotionTemps, L.L.C., is responsible for her own taxes (federal, state, and local income taxes, FICA, and state unemployment and disability insurance), works from her own office, uses her own equipment, sets her own hours and bills the Client for services performed through MotionTemps. MotionTemps also reserves the right to perform services for other Clients when business conditions permit.

CONFIDENTIALITY: For the duration and after the termination of this Agreement, MotionTemps will not disclose any information relating to the business of the Client. This includes but is not limited to technical data relating to Client products or services. In addition, MotionTemps will not disclose any such information at any time to any person, corporation, association or other entity without the expressed written permission of the Client. Upon the completion or termination of this Agreement, MotionTemps will not take or retain any records, files or other documents, or copies relating to the business operations of the Client.

SECONDARY CONSULTATIONS: MotionTemps is an invaluable resource for completing necessary communications and management projects and much more. On occasion, MotionTemps may not be able to complete the desired service requested by the Client. MotionTemps has compiled a wide network of proven professionals working in complimentary areas. MotionTemps would be delighted to refer the Client to these professionals in the event that a desired service cannot be completed. The Client will still need to make the final decision about whether or not to work with that professional, and the relationship developed between the Client and the professional will exist outside of the relationship maintained between the Client and MotionTemps.

DISCLAIMER -- NOTICE OF LIABILITY: The Client agrees that it shall not hold MotionTemps or its agents or employees liable for incidental or consequential charges that arise from MotionTemps' failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of MotionTemps or a third party.

TERMINATION: MotionTemps' goal is to create a long-lasting relationship with the Client. The Client should feel comfortable speaking with MotionTemps at any time about any problems that may arise before the problem becomes irresolvable. In the event that the Client becomes dissatisfied with the services offered by MotionTemps or the terms of this Agreement, MotionTemps first would appreciate the opportunity to work together with the Client to resolve the matter and keep the working relationship in tact. However, if the working relationship must be terminated, MotionTemps will happily refer the Client to another service or do whatever is necessary to assist the Client in finding a new partner. MotionTemps will even help the new partner get acquainted with existing projects.

AGREEMENT: _____ agrees to become a Client of MotionTemps, L.L.C. The Client has read and agrees to the terms set forth in this Contract.

This is the entire Agreement of the parties and cannot be changed or modified orally. There are no other Agreements, written or verbal, concerning the matters contained herein. This Agreement supersedes any and all previous Agreements between the Client and MotionTemps. This Agreement may be supplemented, amended or revised in writing only by Agreement of the parties.

CLIENT: _____

CONSULTANT: MotionTemps, L.L.C.

By: _____

By:



Name: _____

Carolyn Davenport-Moncel

Title: _____

President

Address: _____

102-110 Avenue Marceau
Suite 87
92400 Courbevoie FRANCE

Contact Phone: _____

E-Mail Address: _____

Date: _____