

These terms & conditions constitute a valid and binding agreement between Evolve Creative Marketing and you, for any services provided or work ordered.

General

The terms of the Proposal or shall be effective for 30 days after delivery to you. In the event you do not execute this proposal within that time, the proposal, together with any related terms, conditions and deliverables, may be subject to amendment, change or substitution.

Payment

A 10% Discount will be applied to all accounts paid in advance; otherwise, a 50% deposit is required to begin work. The remaining balance is due upon completion of project. In the case of ongoing or delayed projects, work is subject to invoicing in stages, if discussed before commencing services.

All charges are estimated based on the discussed requirements of the project. When Evolve Creative Marketing provides a proposal or estimate, it is based on your specifications and therefore, if those specifications or conditions change, the quote or estimate may be subject to change. See 'Changes in Project' and 'Cancellation', below.

We understand and will exercise our right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms. Interest is charged daily at 8% base rate. You shall be responsible for all collection or legal fees necessitated by late or default in payment. Evolve Creative Marketing reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

All deliverables shall be deemed complete once you have signed off the work or indicated satisfaction verbally, in writing, via e-mail, post or other methods. If you fail to communicate with Evolve Creative Marketing for a period of more than 30 days without explanation, the project will be deemed satisfactory and complete.

Input

You acknowledge that you shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than Evolve Creative Marketing;
- (b) Provision of your content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal;
- (c) Final proofreading. In the event that you have approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product; you shall incur the cost of correcting such errors.

Before work begins, you should supply all information required for the project. If further information or clarification is needed, you will provide this information (if available) upon request. If you are unable to provide the required input, Evolve Creative Marketing may need to undertake research, in which case Evolve Creative

Marketing will inform you in advance and make any appropriate arrangements as necessary. Unless anticipated, such fact-finding may represent a change in project.

Changes in Project

If you significantly alter the nature of the project, instructions or input after work has begun, and if such a change requires additional time to be afforded to the project, proportionate compensation for that time is subject to being billed at the rate of \$60.00 per hour.

Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Evolve Creative Marketing may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

If you request or instruct Changes that amount to a revision in or near excess of fifty percent (50%) of the time required to produce the Deliverables, and or the value or scope of the Services, Evolving Minds shall be entitled to submit a new and separate Proposal to you for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Evolving Minds.

You, within five (5) business days of receipt of each Deliverable, shall notify Evolve Creative Marketing, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments you wish made to such Deliverable. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement.

Cancellation

If a project is cancelled for any reason, after you have initiated the commencing of services, a charge will be made based on actual time spent (charged at \$60.00 per hour).

Any modification of this Agreement must be in writing, except that Evolve Creative Marketing invoices may include, and you shall pay, expenses or costs that you authorize by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

Evolve Creative Marketing shall not be deemed in breach of this Agreement if Evolve Creative Marketing is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of Evolve Creative Marketing or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Evolve Creative Marketing's control (collectively, Force Majeure Event). Upon occurrence of any Force Majeure Event, Evolve Creative Marketing shall give notice to you of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

In the event of termination, Evolve Creative Marketing shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c)

hourly fees for work performed by Evolve Creative Marketing or Evolve Creative Marketing agents as of the date of termination, whichever is greater; and you shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

In the event of termination by you and upon full payment of compensation as provided herein, Evolve Creative Marketing grants to you such right and title as provided for in this Agreement with respect to those Deliverables provided to, and accepted by you as of the date of termination.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

Schedule

Work will commence and be completed, upon acceptance of an 'agreement' to Evolve Creative Marketing's terms, quotation or proposal. All assignments are subject to acceptance and scheduled according to availability.

Evolve Creative Marketing will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. You agree to review Deliverables within the time identified for such reviews and to promptly either, (i) Approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify your concerns, objections or corrections to Evolve Creative Marketing. You acknowledge and agree that Evolve Creative Marketing's ability to meet any and all schedules is entirely dependent upon your prompt performance of your obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in your performance or Changes in the Services or Deliverables requested you may delay delivery of the Deliverables. In the event that you, the client, fail to provide Approval, Comments or Corrections sufficient to identify your concerns, or fail to provide the necessary Content, Artwork, Graphics, Video or other copyright materials to Evolve Creative Marketing within the time(s) identified in the Proposal, which may prevent Evolve Creative Marketing from completing the services identified in the Proposal Evolve Creative Marketing shall deem the Project identified in the Proposal as Cancelled.

Revisions

Submitted work should be reviewed as soon as possible and in all cases within 48 hours. Requests for reasonable revision of work is acceptable and will be undertaken without further charge. (Evolve Creative Marketing is only satisfied if the work has been completed to specifications). However, further requests for modification, alteration or any other change may be charged at the normal hourly rate of \$60.00/hour.

Copyright Ownership

Evolve Creative Marketing reserves the right to ownership of all copyright until the work has been accepted and paid for in full. This does not include work that has been submitted for rewriting, rework or restructuring based on original documents or work that you own previous to our agreement.

Your content, including all pre-existing Trademarks, shall remain your sole property or your respective suppliers, and you or your suppliers shall be the sole owner of all rights in connection therewith. You hereby grant to Evolve Creative Marketing a nonexclusive, non-transferable license to use, reproduce, modify, display and publish your content solely in connection with Evolve Creative Marketing's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

All Third Party Materials are the exclusive property of their respective owners. In the event you fail to properly secure or otherwise arrange for any necessary licenses or instruct the use of third party art, you hereby indemnify, save and hold harmless Evolve Creative Marketing from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of your failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

Evolve Creative Marketing retains all rights in and to all Preliminary Works. You shall return all Preliminary Works to Evolve Creative Marketing within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Evolve Creative Marketing.

Evolve Creative Marketing retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. You shall return all original artwork to Evolve Creative Marketing within thirty (30) days of completion of the Services.

Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Evolve Creative Marketing assigns to you all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Evolve Creative Marketing for use by you as a Trademark. You hereby indemnify, save and hold harmless Evolve Creative Marketing from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of your use and/or failure to obtain rights to use or use of the Trademark.

Upon completion of the Services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, Evolve Creative Marketing grants to you the rights in the Final Art as set forth in the proposal Any additional uses not identified herein or reselling of the artwork is not permitted without prior written consent.

Third Party Relationships

Evolve Creative Marketing shall be permitted to engage and/or use third party Evolve Creative Marketing or other service providers as independent contractors in connection with the Services (Design Agents). Notwithstanding, Evolve Creative Marketing shall remain fully responsible for such Design Agents compliance with the various terms and conditions of this Agreement.

Your Liability

Information provided by you, for the purpose of producing work on your behalf, must not knowingly breach any law or regulations or infringe upon or violate the copyright, trademark or other proprietary rights. Information should not be of a confidential nature relating to any third party or violate any right of privacy. You agree to indemnify Evolve Creative Marketing, employees, any contractors, agents, from any and all liability, damages, losses, claims, actions, judgments, and costs arising as a result of infringement upon a third party's rights.

You represent, warrant and covenant to Evolve Creative Marketing that (a) you own all rights, titles, and interest in, or otherwise have full right and authority to permit the use of the content, (b) to the best of your knowledge, the content does not infringe the rights of any third party, and use of the content as well as any Trademarks in connection with the Project do not and will not violate the rights of any third parties, (c) you shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) you shall comply with all laws and regulations as they relate to the Services and Deliverables.

To the best of Evolve Creative Marketing's knowledge, the Final Art provided by Evolve Creative Marketing and Evolve Creative Marketing's subcontractors does not infringe the rights of any party, and in connection with the

Project will not violate the rights of any third parties. In the event that you or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Evolve Creative Marketing shall be void.

You agree to fully indemnify and hold Evolve Creative Marketing free from harm in any and all claims resulting from your not having obtained all the required copyright, and/or any other necessary permission. Any artwork, images, or text supplied or designed by Evolve Creative Marketing on behalf of the customer, will remain the property of Evolve Creative Marketing and/or our suppliers unless otherwise explicitly stated.

Evolve Creative Marketing's Liability

Evolve Creative Marketing's liability shall be limited solely to the fees paid for creative work produced on your behalf and at your request. Evolve Creative Marketing will not be held liable for any consequential or special damages such as loss of profit due to the use of the finished work. As testing is an integral procedure of marketing communications and strategies, anticipated results cannot be guaranteed. Evolve Creative Marketing guarantees only that the work will be completed as specified by you.

You agree to indemnify, save and hold harmless Evolve Creative Marketing from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of your responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Evolve Creative Marketing shall promptly notify you in writing of any claim or suit; (a) you have sole control of the defense and all related settlement negotiations; and (b) Evolve Creative Marketing provides you with commercially reasonable assistance, information and authority necessary to perform your obligations under this section. You will reimburse the reasonable out-of-pocket expenses incurred by Evolve Creative Marketing in providing such assistance.

Subject to the terms, conditions, express representations and warranties provided in this Agreement, Evolve Creative Marketing agrees to indemnify, save and hold you harmless from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Evolve Creative Marketing's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of your gross negligence or misconduct provided that (a) you promptly notify Evolve Creative Marketing in writing of the claim; (b) Evolve Creative Marketing shall have sole control of the defense and all related settlement negotiations; and (c) you shall provide Evolve Creative Marketing with the assistance, information and authority necessary to perform Evolve Creative Marketing's obligations under this section. Notwithstanding the foregoing, Evolve Creative Marketing shall have no obligation to defend or otherwise indemnify you for any claim or adverse finding of fact arising out of or due to your content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Evolve Creative Marketing.

THE SERVICES AND THE WORK PRODUCT OF EVOLVE CREATIVE MARKETING ARE SOLD AS IS. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF EVOLVE CREATIVE MARKETING, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES (EVOLVE CREATIVE MARKETING PARTIES), TO THE CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF EVOLVE CREATIVE MARKETING. IN NO EVENT SHALL EVOLVE CREATIVE MARKETING BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY EVOLVE CREATIVE MARKETING, EVEN IF EVOLVE CREATIVE MARKETING HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Promotional Use

All information provided to Evolve Creative Marketing for the purpose of any project will be treated as confidential and will never be passed on or shared with any third party without your consent. Evolve Creative Marketing respects your privacy.

Evolve Creative Marketing retains the right to reproduce, publish and display the Deliverables in Evolve Creative Marketing's portfolios and Web sites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses after it has been distributed in a public domain, i.e. the internet or other public forum.

Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its Web site and in other promotional materials, and, if not expressly objected to, include a link to the other party's Web site.

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works (Confidential Information). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. By providing deposit and/or payment in full for a Proposal or Project you agree and accept the terms as described here.