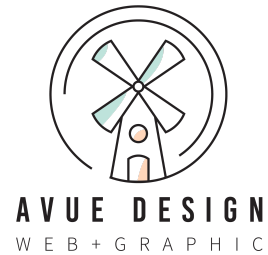


Terms & Conditions

These Standard Terms and Conditions provide the basis for a good working relationship between Avue Design (“**Avue Design**”) and you (the “**Client**”). These terms form an integral part of the agreement between Avue Design and the Client.



COPYRIGHT AND OWNERSHIP

1. Except for the retained rights described in the paragraph below, all services provided and all materials Avue Design produces on your behalf will become your property upon full payment of our invoices.
2. Avue Design retains the right to:
 - a. use work produced for the Client as part of its portfolio materials in both its online and offline portfolios;
 - b. add your firm to our client list; and
 - c. use your work in design competitions, publications, exhibitions, or other promotional purposes.
3. Any material or ideas prepared or submitted to you that you choose not to produce or for which you have not paid our invoices, within 60 days of submission to you, will remain Avue Design’s property (regardless of whether the physical embodiment of creative work is in your possession in the form of copy, artwork, plates, recordings, films, tapes, etc.) and may be submitted to other clients for their use, provided that such submission or use does not involve the release of any confidential information regarding your business or methods of operation.

AUTHORITY

4. The Client and Avue Design each represent that they have full power and authority to enter into this agreement and that this agreement is binding upon the Client and Avue Design, and enforceable in accordance with its terms.

ENTIRE AGREEMENT

5. This agreement represents the entire agreement between the Client and Avue Design, and may only be changed or modified in writing and with the approval of both parties.

ASSIGNMENT

6. Neither the Client nor Avue Design may assign or transfer their interest in this agreement without the written consent of the other.

TIMELINES

7. Schedules or time estimates are subject to change upon notification in writing by either party. Unless otherwise stated, the amount of written notice to be given by either party shall be two weeks.

DISBURSEMENTS

8. In addition to our fees, you agree to pay either Avue Design or the provider directly for third party charges we incur to complete the projects defined under Marketing Services. Third party charges will be treated as disbursements and will be billed separately.

FEES & ALTERATIONS

9. Any revisions, additions, or alterations to the project modifying the terms of the agreement as the Services to be performed and not included in any fee specified, shall be billed as additional services. Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of

the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork.

RUSHED OR PROLONGED WORK

10. Any work required in advance of an agreed schedule or timetable, any shortening of the contract period, or additional fees and expenses incurred during a project due to Client delays or extensions shall be charged and paid for at an additional rate of 50% of Avue Design's hourly rate.

CLIENT APPROVAL

11. The Client will appoint a single representative of the Client with full authority to provide necessary information required by Avue Design and to provide approvals.
12. The Client will be required to proofread and approve all elements of final designs. Approval must be provided before production can continue and artwork is released. Corrections, if required, will be identified on proofs, artwork, facsimiles, or digital proofs and submitted for Avue Design to revise and resubmit for client approval. Final approval is required on every project and must be marked "Approved" with the name or initials of the individual who is authorized by the Client to approve artwork for release and production.
13. Email authorization from you will constitute authorization and approval to carry out work defined in the Marketing Services.

QUALITY OF SOURCE MATERIALS PROVIDED BY THE CLIENT

14. Additional charges will apply when materials are submitted by the Client in a form that prevents them from being readily used and applied at recognized professional standards. An example would be to recreate a low-resolution logo image file into a vector file.

PRODUCTION

15. In those instances where the Client assumes responsibility for production, printed proofs, copies, prototypes and mock-ups must be approved by Avue Design prior to use. Avue Design shall be available at reasonable times to provide advice during the production period and for approval of minor modifications of the project (hourly rates will apply).
16. When Avue Design is engaged in a supervisory function and assumes responsibility for production on behalf of the Client, the Client agrees to abide by the decisions made by Avue Design.

GRAPHIC DESIGN PAYMENT SCHEDULE

17. Unless otherwise noted, the Client's payment schedule is tied to the project's milestones as per below:
 - a. 30% deposit upon contract acceptance
 - b. 70% balance due upon delivery of the final design

WEBSITE PAYMENT SCHEDULE

18. Unless otherwise noted, the Client's payment schedule is tied to the project's milestones as per below:
 - a. 30% deposit upon contract acceptance
 - b. 30% on approval of Photoshop document of final design
 - c. 30% on approval of HTML/CSS files of final website
 - d. 10% balance due when site goes live

DELAYED PAYMENTS

19. Avue Design's accounts will include taxes on fees and disbursements that are applicable by law and our accounts are due and payable upon receipt. If our accounts are not paid

within **30 days** of their receipt, interest will be charged on the outstanding balance at the monthly rate of 5%, compounded monthly, until they are paid.

DESIGN CREDITS

20. The Client agrees that Avue Design is entitled to claim authorship of the design, and will be permitted editorial credits to Avue Design on all published or manufactured work. The Client must obtain Avue Design's consent in writing before Avue Design's name is reproduced in any finished product or other published material by the Client.

SAMPLES AND COPIES

21. The Client may provide Avue Design with a number of samples or photographs of each printed or manufactured design. These samples will represent the highest quality of work produced.

TERMINATION

22. This agreement may be terminated in writing if either the Client or Avue Design commits a breach and fails to remedy the breach within 14 days of receiving written notification from the other party specifying the breach and requiring its remedy.
23. This agreement may be terminated by any reason by either the Client or Avue Design, if a written notification is provided within 30 days.
24. On termination of this project, or any part of it, for any reason, the Client will pay Avue Design for the work completed to date, along with all expenses incurred on the project. Any advance of fees provided will be credited against the amount due.
25. In the event of termination, Avue Design will retain all copyright even if the fees agreed to in advance have included the assignment of the copyright.

INDEMNITY

26. The Client will provide accurate and complete information and materials to Avue Design, and warrants and guarantees that all materials are owned by the Client or that the Client has all necessary rights (including copyright and waiver or moral rights) in such materials, to allow Avue Design to use them for the project.
27. We will use our reasonable best efforts to guard against any loss to you caused by the failure of media, suppliers, or others to perform in accordance with their commitments, but we will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of your property.
28. Avue Design is not responsible for errors or omissions in any work produced as per the Client's approval, and no financial responsibility is assumed by Avue Design for errors or damages resulting from such errors.
29. Avue Design will not be responsible for delays in delivery caused by acts of God, strikes, fires, floods, or any other similar circumstances beyond Avue Design's control.
30. You agree to indemnify Avue Design, its employees, contractors and agents against all third-party claims (including, without limitation, reasonable lawyers' fees) arising from or relating to any content or materials provided to Avue Design by you or in relation to the use by you, or anyone else, of materials produced by Avue Design at your request.
31. All indemnification obligations shall survive the termination of our services or the termination or expiration of the Marketing Services Retainer.

APPLICABLE LAW

32. This agreement and all terms and conditions will be governed and construed in accordance with the laws of British Columbia.