

BADGIRL

Branding



THE CONTRACT

WHERE BUSINESS MEETS BRILLIANCE

2023

105 — 301 Main St,
Penticton BC. V2A 5B7

accounts@badgirlbranding.com

www.badgirlbranding.com

+01 250 488 7761

LET'S GET STARTED

Well, well, well, looks like we're ready to roll up our sleeves and get this project underway! I've got the contract right here, jam-packed with all the important terms and conditions that'll keep us on track and moving forward. And let's not forget about the cherry on top - your invoice information, all set and ready to keep the financials in order. So let's stop dragging our feet and s

tart making some headway, because time is money, and we're not here to waste either one! Let's do this thing!

WHATS INCLUDED:

TERMS & CONDITIONS

ADDITIONAL FEES




PROJECT TIMELINE & SCOPE

THE CONTRACT



PROJECT TIMELINE

Now, let's talk about timelines, shall we? The average project takes a certain amount of time to complete, but of course, we'll always tailor it to meet your specific needs. So, while the timeline may vary based on the scope of your project, we'll work together to ensure that everything is completed on time and to your satisfaction.

						
Weeks	1	2	3	4	5	6
• Graphic Design	████████████████████					
• Web Design				████████████████████		

GRAPHIC DESIGN 1 - 3 W

WEB DESIGN 4 - 6 W

Foundation

Brand Strategy & Research through discovery calls & questionnaires.

UX Design

We will wireframe and plan out the content and layout of your website.

Design

We will create a visual brand identity that aligns with your brand strategy.

Development

We will build your branded website, and optimize it for all devices.

Delivery

We will create a brand guide, and deliver all necessary files & assets.

Launch

We will publish your site, index it with Search Engines, and apply SEO.

TERMS & CONDITIONS

Please take a moment to review our standard terms of service for design projects. If you have any concerns or questions, please let us know before we begin the project, and we can discuss any necessary adjustments that may be required to meet your specific needs.

PAYMENTS

Deposits, Final Payments and Delivery

We reserve the right to a 50% deposit prior to starting work on your project. If a deposit is requested, an invoice will be generated and delivered to you via email and payment is expected within 30 days of issue. By remitting deposit funds you are accepting these Terms of Service and entering a contract with Badgirl Branding Ltd. We will invoice for the remaining cost of the project and associated services prior to the release of any logo files or final exports. We reserve the right to withhold delivery until payment has been received in full.

We reserve the right to invoice prior to the time detailed if you have been uncontactable/unresponsive for more than 30 days.

You may reserve the right to request a payment plan which may be accepted at my discretion. All payment plans must be agreed to by both parties in writing.

All payments are to be made within 30 days of issue. We reserve the right to charge you for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.

CANCELLATION

Cancellation during project

If you choose to cancel the project midway through, where ideas and proposals have been submitted, a refund of previous payment is not possible. However, depending on the scope of the project, we reserve the right to charge a cancellation fee which is equal to 20% of the total project cost.

If we fall ill, or are unable to complete the project due to unforeseen circumstances, a portion of the overall budget will be returned. In most cases, the complete amount will be refunded. If any works, completed at that time can be picked up by another designer, then a percentage will be refunded based on work completed. Any other reasonable suggestion will be considered.

Project Suspension

We reserve the right to suspend any project if: there is interference with excessive micromanaging; a continued lack of trust and inability to move forward after showing more than a reasonable number of unique logo ideas are shown; and/or showing a reluctance in remitting the final payment.

Fair notice will be given with fair chance to remedy the situation without resorting to project suspension or termination. No refund will be given in the event of any suspension or termination, and all designs and work thus developed remain the full property of Badgirl Branding Ltd.

Force Majeure

In the event we fail to perform any obligation pursuant to these Terms of Service due to an "act of God" or an act of any government, terrorism, riot, war, accident or any deficiency in materials or transportation or any other cause of any nature beyond my control, such failure shall not be deemed to be a breach of these Terms of Service, provided that you are notified of the existence and nature of the reason for my nonperformance and delay, and we resume performance immediately upon the conclusion of the relevant force majeure.

PAYMENTS

Missed Deadlines

If the client fails to adhere to the agreed-upon timeline and causes the project to exceed the agreed-upon completion date, we reserve the right to charge a 10% fee of their total bill, for each month they are dormant. If the client wishes to reactivate the project at a later date, This fee must be paid before we reinstate the project status to active. This fee is necessary to compensate for the additional resources and time required to complete the project outside of the initial timeline.

RESTRICTIONS

Restrictions to the signing of this agreement

These Terms of Service do not give you the rights or permission to use/modify/alter/replicate or borrow any of the previous ideas/concepts/sketches that we present. All original preparation materials, sketches, visuals and unused ideas shown and considered will remain the property of Badgirl Branding Ltd.

We are free to use these unused and previous ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished logo, we shall repurpose and style so that the end design is sufficiently different so as to not cause conflict.

Unless otherwise agreed and arranged, we reserve the right to showcase the finished logo and associated designs in my portfolio and in any number of online galleries/portfolio/showcases/awards, as well as in printed literature including books and magazines, now and in the future. Associated designs and artwork can include commercial print design/business card/stationery design/signage/desktop icons/mobile phone and other portable device application icons and imagery.

ANY supporting artwork and designs required by this project can be used as indicated by myself for personal and professional reasons.

Your use of, or reliance on, any information or materials I produce, amend or design is entirely at your own risk, for which we shall not be liable.

LIMITATION OF LIABILITY

Loss or damage

You agree and accept that Badgirl Branding Ltd is not legally responsible for any loss or damage suffered or incurred related to use of any of my services, whether from amendments, errors or omissions in documents, designs, information or any goods or services offered by myself. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials we produce, amends or designs is entirely at your own risk, for which we shall not be liable.

You acknowledge that such information and materials may contain inaccuracies or errors and expressly exclude liability of Badgirl Branding Ltd for any such inaccuracies or errors to the fullest extent permitted by law.

I affirm that all designs presented to you will be original and to the best of my knowledge will not infringe/plagiarize any other work. I will perform limited checks to ensure that my work has not unintentionally infringed on another's design, including limited checks against the WIPO database and reverse-image checks across search engines. However, we assume no legal responsibility for any loss or damage suffered or incurred related to legal issues regarding the originality or authenticity of my work. You agree to perform your own checks and due diligence regarding plagiarism and originality. Should you have any concerns, please discuss this item with me prior to commencing work.

FONTS & TYPEFACES

Licensing of any used fonts or typefaces Any fonts/ typefaces that are purchased for the final logo, and/ or supporting brand identity assets, are subject to commercial licensing laws. A font/typeface licence gives only the owner full rights to use the font/ typeface as necessary.

In our initial presentation of concepts, we will provide information on the typefaces used and where they can be acquired. It is the responsibility of the client to acquire any necessary font licences (paid or unpaid), so please bear this in mind when approving designs. It is against the law for us to provide any client with a 'copy' of any font/typeface that we own, and have personally purchased.

If you would like to use a copy of a font/typeface that I have purchased, to be used commercially, you must purchase the respective font/typeface licence, and register it in your name. Typically, a font used in a logo will not need to be licensed, as the graphics are converted to vector artwork and can no longer be edited. However, should you require a font to use in your own artwork for editing purposes, such as on a website or a print presentation, then you will need your own licence through a desktop-licence purchase.

Final payment ensures that ONLY the agreed logo design becomes your property. Any previous ideas/concepts remain mine, unless any prior agreement has been made.

TRADEMARK & COPYRIGHT



Due to the lengthy and often costly procedures required to initiate any form of Trademark, Copyright and legal name search, we are unable to provide any practical help with this. If you require the logo to be registered as a trademark, then you must seek your own legal advice.

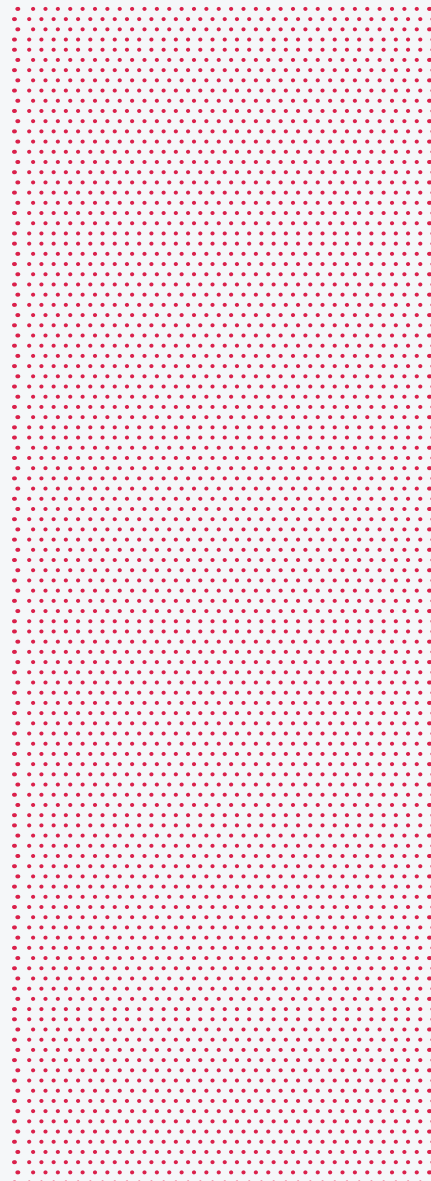
OWNERSHIP & COPYRIGHT

All preparation materials, sketches, visuals, including the electronic files used to create the project, remain the property of Badgirl Branding Ltd. The final artwork/digital files will become your property ONLY upon final payment of the project.

If final payment is NOT received as agreed, all designs and concepts will remain the property of Badgirl Branding Ltd until payment is received.

If there are issues with final payment, I reserve the right to reuse or amend any of these ideas for other clients, or to be used freely as concepts in my portfolio. Should the client attempt to use/modify/alter/replicate or steal any of our ideas without making agreed final payment, I will take immediate legal action.

Badgirl Branding Ltd reserves the right to show any artwork, ideas, sketches created for this project in a portfolio as examples of client work. This is typically reserved for, but not limited to the completion of the project. If you have any specific 'secrecy/stealth mode' or NDA requirements, please mention this before agreeing to the proposal.



THE CONTRACT

1. Project & Payment

1.1 Project. The Client is hiring the Designer to do the following:

I am hired to create digital assets and video footage for the Client's marketing purposes.

1.2 Schedule. The Designer will begin work on the design project proposed in the Project Proposal that was approved by the client. The designer will continue to work until the project is completed. This Contract can be ended by either Client or Designer at any time, pursuant to the terms of Section 6, Terms and Termination.

1.3 Payment. The Client will pay the Designer the predetermined project cost.

The Client will also pay all applicable taxes, other than the Designer's income tax.

1.4 Expenses. The Client will reimburse the Designer's expenses. Expenses do need to be pre-approved by the Client.

1.5 Invoices. The Designer will invoice the Client based upon the project proposal. The Client agrees to pay the amount owed within 15 days of receiving the invoice. Payment after that date will incur a late fee of 10.0% per month on the outstanding amount.

2. Ownership & Licenses

2.1 The Client owns all work product. As a part of this job, the Designer is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Designer works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part

of this project, whether before the date of this Contract or after. The Designer hereby gives the Client this work product once the Client pays for it in full. This means the Designer is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Designer also waives its moral right to the integrity of the work product. The Client can use the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Designer's Use Of Work Product. Once the Designer gives the work product to the Client, the Designer does not have any rights to it, except those that the Client explicitly gives the Designer here.

2.3 Credit For The Work Product. The Client is under no obligation to give credit to the Designer each time it publishes the work product.

2.4 Designer's Help Securing Ownership. In the future, the Client may need the Designer's help to show that the Client owns the work product or to complete the transfer. The Designer agrees to help with that. For example, the Designer may have to sign a patent application. The Client will pay any required expenses for this. If the Client can't find the Designer, the Designer agrees that the Client can act on the

Designer's behalf to accomplish the same thing. The following language gives the Client that right: if the Client can't find the Designer after spending reasonable effort trying to do so, the Designer hereby irrevocably designates and appoints the Client as the Designer's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Designer and on the Designer's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.5 Designer's IP That Is Not Work Product. The Designer might include intellectual property that the Designer owns or has licensed from a third party in the deliverable(s), but because this intellectual property was not created for the Client, it does not qualify as "work product."

This is called “background IP.” The Designer is not giving the Client this background IP. But, as part of the contract, the Designer is giving the Client a right to use and license (with the right to sublicense) the background IP as part of the deliverable(s) in which it is included. Once the Client pays the Designer in full, the Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from the deliverable(s) in which it is included. The Designer cannot take back this grant, and this grant does not end when the contract is over.

2.6 Designer’s Right To Use Client IP. The Designer may need to use the Client’s intellectual property to do its job. For example, if the Client is hiring the Designer to build a website, the Designer may have to use the Client’s logo. The Client agrees to let the Designer use the Client’s intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Designer’s job. Beyond that, the Client is not giving the Designer any intellectual property rights, unless specifically stated otherwise in this Contract.

3. Competitive Engagements

The Designer won’t work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client’s products or services, within the territory in which the Client sells its products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Designer asks for permission beforehand and the Client agrees to it in writing. If the Designer uses employees or subcontractors, the Designer must make sure they follow the obligations in this paragraph, as well.

4. Non-Solicitation

Until this Contract ends, the Designer won’t: (a) encourage Client employees or service providers

to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Designer puts out a general ad and someone who happened to work for the Client responds. In that case, the Designer may hire that candidate. The Designer promises that it won’t do anything in this paragraph on behalf of itself or a third party.

5. Representations

5.1 Overview. This section contains important promises between the parties.

5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Designer Has Right To Give Client Work Product. The Designer promises that it owns the work product, that the Designer is able to give the work product to the Client, and that no other party will have a valid claim that it owns the work product. If the Designer uses employees or subcontractors, the Designer also promises that these employees and subcontractors have signed contracts with the Designer giving the Designer any rights that the employees or subcontractors have related to the Designer’s background IP and work product.

5.4 Designer Will Comply With Laws. The Designer promises that the manner it does this job, its work product, and any background IP it uses comply with applicable Canadian and foreign laws and regulations.

5.5 Work Product Does Not Infringe. The Designer promises that its work product does not and will not infringe on someone else’s intellectual property rights, that the Designer has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Designer has entered into or will enter into with someone else.

5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Designer if the Designer has questions regarding this project, and to provide timely feedback and decisions.

5.7 Client-Supplied Material Does Not Infringe. If the Client provides the Designer with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

5.8 Disclaimer. The Designer disclaims all implied warranties, representations and conditions, including those that may be implied by statute, a course of dealing or a usage of trade. The only warranties, representations and conditions that the Designer makes are those that are expressly set out in this Section 5 (Representations).

6. Term & Termination

This Contract is ongoing until the work is completed. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The Designer must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Designer for the work done up until when the Contract ends and will reimburse the Designer for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (NonSolicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

7. Independent Contractor

The Client is hiring the Designer as an independent contractor. The following statements accurately reflect their relationship:

- The Designer will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Designer is responsible for determining when, where, and how it will carry out the work.
- The client will not enter into any other contract or verbal agreement with any competing industry professionals until this agreement is resolved. This includes agencies, freelance designers, website designers, marketing agencies, social media marketers. Any agreements the client would like to enter must be discussed with the designer.
- The Client will not provide the Designer with any training.
- The Client and the Designer do not have a partnership or employer-employee relationship.
- Neither the Designer nor the Client can enter into contracts, make promises, or act on behalf of the other.
- The Designer is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Designer is responsible for its own taxes.
- The Client will not withhold income tax or make payments for unemployment insurance or workers compensation for the Designer or any of the Designer's employees or subcontractors.

8. Confidential Information

8.1 Overview. This Contract imposes special restrictions on how the Client and the Designer must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for the Client, the Designer may come across, or be given, Client information that is confidential. This is information like customer

lists, business strategies, research & development notes, statistics about a website, and other information that a reasonable person would understand to be private. The Designer promises to protect the confidentiality of this information as if it is the Designer's own confidential information. The Designer may use this information to do its job under this contract, but not for anything else. For example, if the Client gives the Designer a customer list to use in sending out a newsletter, the Designer cannot use those addresses for any other purpose. The one exception to this is if the Client gives the Designer written permission to use the information for another purpose, the Designer may use the information for that purpose, as well. When this Contract ends, the Designer must give back or destroy all confidential information, and confirm that it has done so. The Designer promises that it will not share confidential information with a third party, unless the Client gives the Designer written permission first. The Designer must continue to follow these obligations, even after the Contract ends. The Designer's responsibilities only stop if the Designer can show any of the following: (i) that the information was already public when the Designer came across it; (ii) the information became public after the Designer came across it, but not because of anything the Designer did or didn't do; (iii) the Designer already knew the information when the Designer came across it and the Designer didn't have any obligation to keep it secret; (iv) a third party provided the Designer with the information without requiring that the Designer keep it a secret; or (v) the Designer created the information on its own, without using anything belonging to the Client.

8.3 Third-Party Confidential Information. It's possible the Client and the Designer each have access to confidential information that belongs to third parties. The Client and the Designer each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Designer is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

9. Limitation of Liability

Except for damages that result from a breach of Section 8 (Confidential Information), neither

party is liable for the other party's lost profits, lost savings or lost business, or for other for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this contract. Except where a party breaches Section 8 (Confidential Information) or where a party indemnifies the other as described in Section 10 (Indemnity), neither party will be liable to the other, for breach of contract, negligence or otherwise, in an amount that is more than the Client is obligated to pay the Designer under this contract.

10. Indemnity

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the Designer or both. For example, if the Client gets sued for something that the Designer did, then the Designer may promise to come to the Client's defense or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the Designer agrees to indemnify the Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim that the work product or background IP infringes the third party's intellectual property rights.

10.4 Designer Indemnity. In this Contract, the Client agrees to indemnify the Designer (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding that any material provided by the Client to incorporate into the work product infringes the third party's intellectual property rights.

11. General

11.1 Assignment. This Contract applies only to the Client and the Designer. The Designer cannot assign its rights or delegate its obligations under this Contract to a third-party without first receiving the Client's written permission. In contrast, the

Client may assign its rights and delegate its obligations under this Contract without the Designer's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

11.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this contract, a party may demand that the dispute be resolved by alternative dispute resolution administered by the ADR Institute of Canada in accordance with the ADRIIC Arbitration Rules.

11.3 Modification; Waiver. To change anything in this Contract, the Client and the Designer must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

11.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered.

If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

11.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

11.6 Signatures. The Client and the Designer may sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes.

11.7 Governing Law. The laws in force in the province of British Columbia govern the rights and obligations of the Client and the Designer under this Contract, without regard to conflict of law principles of that province.

11.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

11.9 File Storage. This Designer will agree to store all work products created for a maximum of 2 years from the date of signing of this contract. The Client has a right to ask for a copy of their work product at any time during the 2-year duration. After the 2 years, the responsibility for the storage and retention of the work product remains with the Client, and the Designer is no longer liable for any loss of, or damages to the work files.



THANK YOU FOR BEING BAD
WITH US.



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105 — 301 Main St, Penticton BC. V2A 5B7

accounts@badgirlbranding.com

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+01 250 488 7761

