

Terms & Conditions

Brand in a Box: Brand Foundations

This Contract is between Client (the "Client") and The Branded Agency, a British Columbia corporation (the "Agency").

1. PROJECT AND PAYMENT.

1.1 Project. The Client is hiring the Agency for the services outlined below:

Brand Strategy:

- Project Plan
- Brand Questionnaire

Brand Positioning:

- Problem and Solution
- 4 Brand Pillars
- 4 Key Messages
- Brand Vision
- Purpose Statement
- Internal Brand Positioning Presentation
- Up to 3 hours of revisions across all brand positioning services

Visual Brand Identity:

- 2 Brand Concepts
- 2 Logo/Wordmark Options
- 7 Asset Imagery Palette (sourcing stock images/illustrations)
- Color Palette and Hierarchy
- Typography
- Custom Pattern or Iconography (1 Pattern or 8 Icons)
- **2-Page** Style Guide
- Up to 4 hours of revisions across all Visual Brand Identity services

- **Website and Brand Applications:**

- Website Design Within Shopify/Squarespace Template (**5 pages**) This does not include development, SEO, website fees, or anything beyond working within the provided template.
- Website Copywriting (**5 Pages/1500 words**)
- Design and Art for Branded Applications (**4 Applications**)
- Up to 4 hours of revisions across all brand and brand applications

Any work or deliverables not explicitly specified are not included in the package. Revisions requested that exceed the included revision times will be pre-billed at an hourly rate of \$225 USD.

1.2 Schedule. The Agency will begin work on the Brand in a Box Foundations packages once this agreement has been signed, the brand questionnaire has been completed, and the onboarding call has been booked, and will continue until the work is completed. This Contract can be ended by either Client or Agency at any time, pursuant to the terms of Section 6, Term and Termination.

1.3 Payment. The Client will pay the Agency a flat fee for the package up front. The Client will also pay any applicable taxes.

1.4 Expenses. The Client will reimburse the Agency's expenses. Expenses need to be pre-approved by the Client. Themes, illustrations, assets, and other licensed material are not included in the quote unless specified in writing.

1.5 Refunds If the Client requests a refund after the project has been started, a 50% cancellation fee will be charged. Associated Credit card fees will and the associated cost of work already done will also be deducted from the refund. A project is deemed to be started once the brand questionnaire has been filled out and the first call is booked. Refunds must be requested in writing.

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As part of this job, the Agency is creating "work product" for the Client. To avoid confusion, work product is the finished product which is work presented to and approved by Client. The Agency hereby gives the Client this work product once the Client pays for it in full. This means the Agency 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 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 Agency's Use Of Work Product. Once the Agency gives the work product to the Client, the Agency does not have any rights to it, except those that the Client explicitly gives the Agency here. The Client gives permission to use the work product as part of portfolios and websites, in galleries, on social media, and in other media, so long as it is to showcase the work and not for any other purpose. The Client can not take back this license, even after the Contract ends.

2.3 Licensed Materials. Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

2.4 Agency Tools. The Agency may incorporate certain Agency Tools into the Deliverables. "Agency Tools" means all design tools developed or utilized by Agency in performing the Services, including without limitation: pre-existing and newly developed software, Web authoring tools, type fonts, and application tools. In the event Agency Tools are incorporated into any Final Deliverable. Agency grants Client a royalty-free, perpetual, worldwide, non-exclusive license to use the Agency Tools to the extent necessary to use the Final Deliverables. Agency retains all other rights in the Agency Tools

2.5 Agency's IP That Is Not Work Product. The Agency might include intellectual property that the Agency 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 Agency is not giving the Client this background IP. But, as part of the contract, the Agency 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 Agency 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. It is Client's responsibility to ensure royalty-free licenses,

and other purchased assets not created by Agency are maintained and adhered to over time. Open source components will be used in projects. Agency may assist in licensing, however, all licenses are the responsibility of Client.

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

2.7 Delivery of Work Product Agency will make any and all assets available to client via Notion or google drive or other storage options. Agency will only store clients' assets for 90 days past the conclusion of the contract, or the date pre-purchased hours are completed. It is the sole responsibility of Client to download files to their own computer or owned folders.

3. COMPETITIVE ENGAGEMENTS. The Agency can work for a competitor of the Client at any time. 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.

4. NON-SOLICITATION. Client agrees to never circumvent Agency by hiring or engaging with any employee or contractor directly. This includes all employees or contractors introduced to the Client over the course of the relationship. Client will not : (a) encourage Agency employees or service providers to stop working for the Agency (b) encourage Agency customers or clients to stop doing business with the Agency; or (c) hire anyone who worked for the Agency over the 12-month period before the Contract ended.

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 Agency Has Right To Give Client Work Product. The Agency promises that it owns the work product, that the Agency 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 Agency uses employees or subcontractors, the Agency also promises that these employees and subcontractors have signed contracts with the Agency giving the Agency any rights that the employees or subcontractors have related to the Agency's background IP and work product.

5.4 Agency Will Comply With Laws. The Agency 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 Agency promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Agency 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 Agency 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 Agency if the Agency 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 Agency 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 Agency 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 Agency makes are those that are expressly set out in this Section 5 (Representations)

6. TERM AND 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 Agency must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The Client will pay the Agency for the work done up until when the Contract ends and will reimburse the Agency 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 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

7. INDEPENDENT CONTRACTOR. The Client is hiring the Agency as an independent contractor. The following statements accurately reflect their relationship:

- The Agency 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 Agency is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Agency with any training.
- The Client and the Agency do not have a partnership or employer-employee relationship.
- Neither the Agency nor the Client can enter into contracts, make promises, or act on behalf of the other.
- The Agency is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The Agency is responsible for its own taxes.
- The Client will not withhold income tax or make payments for unemployment insurance or workers compensation for the Agency or any of the Agency's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

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

8.2 The Client's Confidential Information. While working for the Client, the Agency 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 Agency promises to protect the confidentiality of this information as if it is the Agency's own confidential information. The Agency may use this information to do its job under this contract, but not for anything else.

8.3 Third-Party Confidential Information. It's possible the Client and the Agency each have access to confidential information that belongs to third parties. The Client and the Agency 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 Agency 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 Agency 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 Agency or both.

10.2 Client Indemnity. Client agrees to indemnify and hold harmless Agency from any and all damages, claims, liabilities, losses or expenses arising out of any third party claim.

In no event will Agency be liable to Client or any other party for any damages arising from or related to the work provided by Agency.

In no event will Agency's total cumulative liability to Client or any other party for claims, losses, or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising out of or related in any way to this agreement, the services, or the professional services, exceed the actual fees Client paid to Agency for the services during the one (1) month period ending on the date of the cause of action giving rise to the claim, loss, or damage.

Should a dispute arise Agency will attempt to resolve said dispute with the Client. Disputes unable to be resolved amicably will be resolved with mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules. This will be sole remedy.

11. GENERAL.

11.1 Assignment. This Contract applies only to the Client and the Agency. The Agency 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 Agency'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 Agency 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).

(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 received immediately; (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 Agency may sign this document using an 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 Agency 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.