

## General Contract and Agreement

### Parties and Assignment

This Agreement is established between **Bitflow Software Inc.** (the "Client") and **Emily Gonsalves** (the "Designer"). This contract is in regards to professional graphic design services to be provided. This Agreement is effective for any work contracted by the Client to the Designer.

### The parties agree as follows:

#### Work

Designer agrees to produce materials (the "Work") at the request of the Client for fees agreed upon and to deliver the Work by an agreed deadline and submission method.

The Designer agrees that she will be the sole author of the Work unless otherwise agreed. No work will be outsourced without the express consent of the Client. Designer agrees to use reasonable care to ensure that the Work does not infringe upon any copyright or any other right of a third party, but will not be held responsible if the Client has not secured permission to use supplied copyrighted materials.

#### Confidentiality

Designer acknowledges that she may receive or have access to Proprietary Information of the Client, including creative works that are the property of the Client. Designer agrees to preserve and protect the confidentiality of such Proprietary Information, whether disclosed before or after this Agreement is signed. The Designer shall not disclose or publicize the Proprietary Information to any third party without consent and shall not use the Proprietary Information for the benefit of any third party.

#### Copyrights

The Designer retains the right to use any materials created for the Client for portfolio and self-promotional purposes. Copyrighted materials owned by the Client or used with the permission of a third party will remain copyrighted by the applicable party. The Designer retains copyrights to all materials created by the Designer. Copyrights are not transferable to the Client unless the Client pays a premium in addition to the cost for the project, to be agreed upon separately. Materials are supplied to the client for a single intended use only. Additional uses are subject to licensing fees, to be determined at the discretion of the Designer.

#### File Formats

The Client is to specify all required file formats at the beginning of a project. Unless otherwise requested, the Designer will only supply files suitable for the intended method of distribution in addition to proofs. Editable formats, including but not limited to: InDesign files, Photoshop files, and Illustrator files – are available at a non-negotiable premium rate to be determined by the Designer on an as-needed basis.

#### Compensation

Designer will bill for the Work as agreed in the Payment Terms and Client agrees to pay the Designer as per the Payment Terms. The Designer will notify the Client if any rush fees are to be incurred, and the Client will have the option of extending the deadline or accepting to pay the increased amount to maintain the deadline. If the parameters of the Work change, or if it involves more time than estimated, the Designer will inform the Client that extra charges will be incurred and the Client will have the option of modifying the Creative Brief. If the Designer has not received any comments or revisions within a reasonable time frame after submitting a completed proof, the Designer has the option to invoice the Client for services rendered. Additional expenses such as postage, courier service, website hosting, and printing will be paid in separate by the Client for any Work created for the Client.

#### Payment and Collection

Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 5% per month. Client agrees to pay for any cheque returned for insufficient funds, paying the amount as determined by the bank of the Designer. Client agrees to pay all reasonable attorney's fees if any account is placed with an attorney for collection.



## Client Approval

Designer agrees to submit materials to Client within a reasonable time frame for proofing. Designer is not responsible for errors occurring in the Work or projects related to the Work after acceptance and approval of the Work by the Client.

The Designer is not responsible for Client-driven delays. If Client-driven delays are extensive, deadlines will no longer be guaranteed. In order to maintain initial deadlines, the Designer has the right to charge rush fees to compensate for Client-driven delays. If the Client prefers not to pay rush fees, the Client has the option to extend the deadline.

It is not the responsibility of the Designer to repeatedly follow-up with the Client in the event of Client-driven delays. The Designer will only follow up at her discretion. It is the responsibility of the Client to respond in a timely matter and update the Designer with regards to the cause or expected extent of any Client-driven delays.

## Revisions

All revisions are subject to additional charges. The Designer will cooperate with and assist the Client in editing and reviewing the Work prior to publication and/or distribution.

Should any revisions requested by the Client negate any part of the Work already completed, the Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for revisions. Any work not used by the Client is the sole property of the Designer and may be used by the Designer for any purpose.

## Cancellation

Both parties understand that the Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, the Client is responsible for payment for all expenses incurred and any work done toward the completion of any active projects based on the separately agreed Payment Terms. Should the Client cancel a project following its completion, the Client is responsible for full payment as per Payment Terms and all other expenses incurred.

I, **Alexandre Sennett** (Client company representative), assert that I am a person employed by Bitflow Software Inc. (Client), and that I have the authority to promise payment for the services rendered by Emily Gonsalves for the aforementioned Work within 30 days of dated invoice. I assert that I have read, understood, and agree to this Contract and Agreement.

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Client Signature

Date

I, Emily Gonsalves (Designer) assert that I have read, understood and agree to this Contract and Agreement.

*Emily Gonsalves*

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Designer's Signature

December 16, 2008

Date

