

Evoda Agreement

This document (the "Agreement") states the terms and conditions under which (The "Vendor") has been hired to provide marketing, branding, e-commerce, and/or web development services for your organization (The "Client").

Agreement

This "Agreement" is based on services rendered between your organization the "client" and Evoda Marketing group the "vendor." Service prices are guaranteed for the project outlined within the Letter of intent. Additional services are available upon request. This Agreement will be binding upon and ensure to the benefit of the [heirs, executors, administrators,] successors and permitted assigns of the parties.

Governing Law

The terms of this Agreement shall be Governed by the Laws of British Columbia and any dispute arising as such will be subject to the exclusive jurisdiction of the British Columbia Supreme Court located in Vancouver Canada.

Confidentiality

The parties agree to keep all the work Confidential including any Business process and/or system and/or method and/or information used, such as Customer Lists and Proprietary Information. Further Confidentiality will continue for three more year after the end and/or severance of this agreement by both parties.

Further Assurances

The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement. The Parties agree to use all reasonable measures to carry out this Agreement.

Scope of Work, Outline of project

The vendor has been contracted to provide Graphics/programming for the client as described in the letter of intent. Evoda warrants that the all services provided by Evoda personnel will be rendered by competent professionals who possess the skills required to perform the services with the degree of skill and care that is required by current good and sound professional procedures and practices.

Evoda Marketing Group Incorporated.

Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

Payment Policy

We accept Visa, or MasterCard, or direct deposit payable in Canadian dollars for one-time charges such as setup or custom artwork, and recurring charges such as monthly Account Services. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities.

- 50% upfront payment is due upon agreement of terms before services offered.
- Remaining balance is due upon completion of project, or 90 days from start date.

Late Payment Policy

Evoda Marketing Group requires payment on the first of each month. Accounts will be notified of any past due payments via telephone, and email.

15 days past due: 2% monthly late penalty will be charged on balance

30 days past due: \$35 one-time Late fee plus 2% penalty will be charged

Refunds, Cancellations, and Terminations

All notices of cancellation and termination of agreement must be sent by mail with 30 days notice required. All payments made to Evoda group are non-refundable, or transferrable. Monthly agreements will be charged the remaining months balance immediately upon notice. The client will be responsible for any outstanding balance for hours of service that have not been covered by payments previously made at the agreed hourly rate, or standard rate of \$75.00 CAD per hour. Any Credit Card disputes prior to attempted resolution with Evoda Group personnel will result in cancellation of agreement with full balance due.

Limitation of Liability

In no event will Evoda Marketing Group be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with services offered, any information received from Evoda Marketing Group, or affiliates. Evoda Marketing Group will not be held liable for any legal action taken against our clients for any reason including services offered by Evoda Marketing Group.

Evoda Marketing Group Incorporated.

Intellectual Property

All copyrights, and registered trademarks are the **property of their respective owners**. Work completed by Evoda Marketing Group will remain the property of “Evoda Marketing Group Incorporated” until all payments have been received. Payment of services defines transfer of **all** Intellectual property produced during the course of services provided be transferred to client ownership irrevocably. During active service clients agree to grant Evoda Marketing Group, and its affiliates a royalty-free, license to use, reproduce, modify, or publish for the purposes of services rendered. Clients grant Evoda Group the right to include an Evoda Group link at the bottom of the website for design credits. Clients also grand Evoda Marketing Group royalty-free license to use services rendered in marketing material such as “Portfolio” for graphical work, and written mention for programming services.

Confirmation of agreement

Clients that provide Evoda Group credit card details over the phone agree to all above terms of service and warrant that they have the authority to enter into this license agreement and that they are the holder of any rights, including moral rights in such content, trademarks and copyrights. The owner of such content, trademarks and copyrighted material submitted to Evoda Marketing Group retains any and all rights that may exist in such content, trademarks and copyrighted material.