



GRAPHIC DESIGN CONTRACT

This Contract is between the signers of this Agreement: (the “Client”) and Kate Catlin, a Missouri Sole proprietor DBA 3foldart.co (the “Contractor,” the “Designer”).

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Contractor to do the following: The Designer is being hired to design digital File(s), as detailed in the Invoice to which this Contract was attached and sent by email, and the corresponding Creative Brief, as filled in by the Client.

1.2 Payment. The Client will pay the Designer a flat fee as outlined in the Invoice to which this Contract was attached and sent by email.

1.2b Deposit. The Client will pay the Designer 50% of the total fee outlined in the Invoice to which this Contract was attached and sent by email before the Designer will begin work. The Designer agrees that it is not entitled to any further fees in addition to the Invoice to which this Contract was attached and sent by email from the Client in relation to this project unless otherwise agreed in writing by the Client. This Contract can be ended by either Client or Designer at any time, pursuant to the terms of Section 6, Term and Termination.

1.2c Final Balance. The Designer will invoice the Client for the remaining balance after The Client has signed off on the chosen design(s).

1.3 Deliverables. Only on receipt of the Final Balance will all the client Deliverables, also known as Files, as outlined in the Invoice, be released to the Client along with the Transfer of Copyright.

1.4 Expenses. The Client will reimburse the Designer’s expenses in addition to the amount of the initial Invoice to which this Contract was attached and sent by email. An updated invoice will be sent to reflect any agreed-upon Expenses. Expenses must be pre-approved by the Client. Reimbursement is subject to the following: Additional Expenses are usually in form of new fonts, copy writing, photography, and stock images. If the Designer provides/shows a font that the Client likes, and the Client would like to go ahead and implement that font/typeface in the project, then the Client is obligated to purchase the license for this font/typeface family.

1.6 Support. The Designer will provide support for the Deliverable(s) under the following conditions: The Designer will happily provide support after the Project has ended. However, the type of support required must be discussed, and agreed upon, in a separate Proposal and Contract. The Designer will retain client Files for a minimum of one (1) year from the date of the Final Payment and will provide copies of those files to the Client within seven (7) days of written request (email will be considered a valid written request).

2. OWNERSHIP AND LICENSES.

2.1 Client Owns All Work Product. As 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 that is directly associated with the Client-approved and chosen File, whether before the date of this Contract or after. “Work Product” relates only to the Graphic Design/File idea approved and chosen by the Client. “Work Product” does not cover all previously shown design ideas, concepts, roughs, sketches, mock-ups that the client did not approve, or need for this project. These other ideas remain the intellectual property of the Designer and cannot be claimed by the Client. However, the Client can purchase one or more of the previously shown File Design ideas/concepts for an additional fee. The Designer hereby assigns to the Client this work product once the Client pays for it in full. This means the Designer is giving the Client all of its present and future right, title, and interest 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. Accordingly, the Designer will not register or attempt to register any intellectual property rights in the work product unless requested to do so by the Client. The Designer hereby agrees that any trademark rights embodied in the final, accepted Deliverables are the sole property of the client, and the Designer hereby assigns and agrees to assign to the client, its successors and assigns any and all of the Designer’s right, title and interest in and to any and all such rights, and any trademark or service mark applications or trademark or service mark registrations thereon, whether they be domestic, foreign, or international. This assignment shall be effective immediately upon the receipt by The Designer of Final Payment. The Designer hereby assigns all rights, title, and interest in any and all original works of authorship (and all copyrights therein) created by The Designer and embodied in

the final, accepted Deliverables, to the client. This assignment shall be effective immediately upon the receipt by the Designer of final payment. The Designer further agrees from time to time to execute written transfers to the client of ownership of specific original works of authorship (and all copyrights therein) made by the Designer (solely or jointly with others) in such form as is acceptable to the client in its reasonable discretion. The provisions of this section shall apply in kind to any original works of authorship (and all copyrights therein) which may be registered domestically or pursuant to the laws of any foreign or international entity.

2.2 Contractor's Use of Work Product. Once the Designer assigns 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. The Client gives the Designer permission to use and exhibit the "work product" as part of the Designer's portfolio for advertising, marketing and general promotional reasons, including: 3foldart.co website, in external portfolio galleries, and in other media, so long as it is to showcase the Designer's work and not for any other purpose. The Designer is not allowed to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends. The Designer is allowed to show screenshots, project updates, and social media channels, unless the Client expressly states otherwise before the Contract is signed.

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

2.4 Contractor's/ Designer's Help Securing Ownership. Designer will, at any time during the term of this agreement or thereafter, upon request and without further compensation therefor, but at no expense to the Designer, do all lawful acts, including the execution of papers and oaths and the giving of testimony, that in the opinion of the client, its successors and assigns, may be necessary or desirable for obtaining, securing, perfecting, or enforcing copyrights, trademarks, or other intellectual property rights. The Client will pay any reasonable expenses for this. If the client is unable for any reason whatsoever, including the Designer's mental or physical incapacity, to secure the Designer's signature, or the signature of the appropriate officer of the Designer, to apply for or to pursue any application for any United States or foreign trademark or service mark registrations, or copyright registrations (or on any document transferring ownership thereof) covering trademarks, service marks, or original works of authorship assigned to the client under this agreement, the Designer hereby irrevocably designates and appoints the client and its duly authorized officers and agents as the Designer's agent and attorney in fact, to act for and in the Designer's behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of copyright registrations, or trademark or

service mark registrations, or transfers thereof, with the same legal force and effect as if executed by the Designer. This appointment is coupled with an interest in and to the works of authorship and shall survive the Designer's death, disability, or dissolution. The Designer hereby waives and quitclaims to the client any and all claims, of any nature whatsoever, which the Designer now or may hereafter have for infringement of any patents or copyright resulting from or relating to any such application for trademark or service mark registrations or copyright registrations assigned hereunder to the Client.

2.5 Contractor's IP That Is Not Work Product. During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP," and the parties shall agree during the project what intellectual property constitutes "work product" and what intellectual property constitutes "background IP." The Contractor is not giving the Client this background IP. But, as part of the Contract, the Contractor is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. 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 its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

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

2.7 Moral Rights. The Designer waives any moral rights in the work product to which it is now or may at any future time be entitled under any applicable laws. This means that (unless otherwise stated in this contract) the Designer gives up its right to be acknowledged as the author of the work product and also the right to object to the way the Client uses that work product.

2.8 Change of Name. The Client takes full responsibility for ensuring that the "work product" name is legally available before the Designer starts work. The Client must ensure that the name is not currently in use, and/or infringes on any other existing registered trademark, business name etc.

If a change of name is required during a project, and logo exploration work has already been worked on, then the Client agrees that is reasonable for the Designer to increase the Invoiced dollar amount to account for time and work lost, and allow the Designer to extend the duration of the project as appropriate. The Client may not ask for a refund of the Deposit, and if applicable, any Progress Payment, due to a “work product” name change. In some cases, a “work product” name change can mean having to start from scratch, and as such, this must be considered before signing the Contract.

3. COMPETITIVE ENGAGEMENTS.

The Contractor 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. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the Contractor asks for permission beforehand and the Client agrees to it in writing. If the Contractor uses employees or subcontractors, the Contractor must make sure they follow the obligations in this paragraph, as well.

4. NON-SOLICITATION.

Until this Contract ends, the Contractor 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 Contractor puts out a general ad and someone who happened to work for the Client responds. In that case, the Contractor may hire that candidate. The Contractor 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 Contractor Has Right to Give Client Work Product. The Contractor promises that it owns the work product, that the Contractor is able to give the work product to

the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product.

5.4 Contractor Will Comply with Laws. The Contractor promises that the manner it does this job, its work product, and any background IP it uses comply with all applicable laws and regulations in the territories relevant to the provision or receipt of the services under this contract.

5.5 Work Product Does Not Infringe. The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor 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 Contractor 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 Contractor if the Contractor 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 Contractor 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 Service Standard. The Contractor will perform its work under this contract with all due skill, care and ability.

5.9 Client Premises. To the extent that the Contractor is required to work at the Client's premises, the Contractor shall comply with the health and safety policies and procedures notified to it by the Client.

6. TERM AND TERMINATION.

6.1 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 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 (Non-Solicitation); 5 (Representations); 8 (Confidential Information and Data Protection); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

6.2 Additional Termination Right. Either party may terminate this contract on written notice to the other party, if the other party is in material breach of any of the terms of this contract and fails to remedy that material breach within 7 days after receiving a written notice from the first party requiring it to do so.

If the Client decides to Terminate the project before the Final Payment has been made, and during which the Designer has been working on design ideas, sketches, digital concepts, mock-ups, mind-maps, including verbal and written consultation and advice, then the Designer is permitted to keep the initial Deposit for work carried out up till this point.

If the Client decides to Terminate the project after any Progress Payment has been made, and during which the Designer has been working and showing the Client design ideas, sketches, digital concepts, mock-ups, mind-maps, including verbal and written consultation and advice, then the Designer is permitted to keep both the full Deposit and Progress Payment for work carried out up till this point.

If the Client expresses unhappiness during the early stages of a project, as in 1-4 business days, and expects a full refund this shall not be possible. The Client must allow the Designer adequate and reasonable time to: brainstorm, generate initial thoughts/ideas/concepts, and present these with explanations and reasons. Early sketches, and concepts, within the first few weeks, are not likely to be representative of the Designers portfolio, which consists only of completed work, that has taken on average, 1-12 weeks to complete. Any comparisons of any presented early ideas to the Designers portfolio is not a fair comparison and is not adequate grounds to ask for a full refund.

If the Client has paid the Invoice by PayPal, and makes and attempts to raise a Dispute with Paypal, either or both: "Item not Received", or "Item not as Described", with the intent on trying to get back the Deposit and/or Progress Payment, Full Payment, even after several weeks of the Designer having worked on the project, and shown numerous early ideas and concepts, will be met with a full and detailed legal defense by the Designer, submitted to Paypal for mediation and resolution.

7. INDEPENDENT CONTRACTOR.

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

The Contractor 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 Contractor is responsible for determining when, where, and how it will carry out the work.

The Client will not provide the Contractor with any training.

The Client and the Contractor do not have a partnership, principal-agent or employer-employee relationship.

The Contractor cannot enter into contracts, make promises, or act on behalf of the Client.

The Contractor is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).

The Contractor is responsible for its own taxes.

The Client will not withhold social security national insurance contributions or make payments for disability insurance, unemployment insurance, workers compensation or any similar compensation/insurance for the Contractor or any of the Contractor's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

8.1 Overview. This Contract imposes special restrictions on how the Client and the Contractor 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 is private. The Designer promises to treat 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 lets the Designer use a customer list to send out a newsletter, the Designer cannot use those email 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 is 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.

8.4 Data Protection. Each party shall comply with its relevant obligations under any applicable data protection laws, and associated codes of practice when processing personal data in connection with this contract.

9. LIMITATION OF LIABILITY.

Nothing in this contract shall limit or exclude the liability of either party for death or personal injury caused by the negligence of that party or for fraud. Each party's aggregate liability to the other party under or in connection with this contract shall not exceed the total fee paid or payable to the Contractor under this Contract, provided that each party's liability under Section 2 (Ownership and Licenses) and Section 8 (Confidentiality and Data Protection) shall be unlimited. In addition, neither party shall be liable to the other for any loss of profits, business revenue, goodwill or anticipated savings or for any indirect or consequential loss.

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 Contractor or both. For example, if the Client gets sued for something that the Contractor did, then the Client may require the Contractor to help in its defense and/or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the Contractor 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 or proceeding arising out of: (i) the work the Contractor has done under this Contract; (ii) a breach by the Contractor of its obligations under this Contract; or (iii) a breach by the Contractor of the promises it is making in Section 5 (Representations).

10.3 Contractor Indemnity. In this Contract, the Client agrees to indemnify the Contractor (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 arising out of a breach by the Client of its obligations under this Contract.

10.4 Conduct of Claims. In respect of any indemnity claim pursuant to this Section, the indemnified party shall: (i) promptly notify the indemnifying party of the relevant claim; (ii) not make any admission or otherwise compromise or settle the claim; and (iii) provide the indemnifying party with all such assistance as the indemnifying party may reasonably require in respect of the claim.

11. GENERAL.

11.1 Assignment. This Contract applies only to the Client and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), 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 Contractor'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 Mediation. If a dispute arises about this contract, the parties first must try to settle it through mediation. The parties will agree to the mediator and share the costs of the mediation. Each party agrees to cooperate with the mediator and to try to reach a mutually satisfactory compromise. If the dispute is not resolved in 30 days after one party notifies the other in writing of its desire for mediation, either party may take the matter to court.

11.3 Modification; Waiver. To change anything in this Contract, the Client and the Contractor 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) 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 (CST) on a United States business day at the location specified in the address for that party, or on a day that is not a United States business day, then the notice is considered received at 9:00am (CST) on the next United States 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 Successors. The provisions of this Contract shall inure to the benefit of, and be binding upon, the parties' successors and assigns. However, the Designer may not delegate the Designer's obligations under this Contract without the prior written authorization of the Client, which the Client may decline to provide for any reason or for no reason at all.

11.7 Signatures. The Client and the Contractor must sign this document using Adobe's e-signing system. These electronic signatures count as originals for all purposes.

11.8 Governing Law and Jurisdiction. This Contract and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of Texas, notwithstanding any conflict-of-laws

doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

11.9 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. Nothing in this paragraph excludes either party's liability for fraud.

11.10 Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. ACCEPTANCE OF CONTRACT TERMS



Katherine Catlin


