

PREAMBLE -

- The "Client", "You", "Your", "They", "Their", "He" &/or "She" refers to a person, people, business, company who enters into an agreement with the graphic designer via written or electronic means to undertake graphic design and creative services (whether on a paid or pro-bono basis)
- XCV DESIGN is Sean Wall (principal Graphic Designer), trading as XCV DESIGN.
- "Sean Wall", "XCV DESIGN", "Designer", "Graphic Designer", "Artist" "Us", "We", "Our" and "I" refers to XCV DESIGN.

ABOUT US - XCV DESIGN is a graphic design and creative services business. XCV DESIGN is a registered business within Australia for tax purposes. We offer a range graphic design and creative services on a freelance and sub-contractual basis to the general public within Australia and Worldwide. We utilise industry standard graphic design programs such as Adobe (InDesign, Illustrator, Photoshop), Affinity (Publisher, Designer, Photo) and other computer programs to design and complete our Clients' project work. We design graphic elements, artwork, documents and layouts for print & digital mediums and interpret our Clients' brief to our own style of art and design. As with all art forms, graphic design is subjective and every Graphic Designer in the marketplace has their own style and technical skillset level. XCV DESIGN is no different.

GENERAL WORKING AGREEMENT - This document defines the terms and conditions of our working relationship. At our absolute discretion, XCV DESIGN may accept or decline graphic design project work due to any number of reasons. All projects and services which XCV DESIGN are contracted and/or commissioned to produce, provide or offer to Our Clients are subject to the following criteria:

1. WORKING/BILLING PHASES - XCV DESIGN handles each graphic design project in a logical order. Concept revisions, extensive alterations, and changes in design briefs, marketing objectives and direction can make it difficult to accurately estimate in advance the total cost of a project. Planning design projects, cost estimation and billing in several phases assists Us and the Client to adjust for such revisions and/or stop work before completion if a project changes, is postponed or cancelled. For each project, the Client may receive a quote outlining the project specifications and Our proposed scope of services and if applicable, working/billing phases. Each quote may contain estimated fees for our professional services and any associated costs for anticipated third party service provider charges (printing, manufacturing etc). We will begin work upon the Clients approval of the quote or tax invoice (via written or electronic means).

2. QUOTES, TAX INVOICES & PAYMENTS

- The Client agrees to pay XCV DESIGN in accordance with these terms & conditions. Additional information may be specified in Our quotes/tax invoices.
- We include detailed project information on each quote/tax invoice we issue.
- Our pricing is shown in Australian Dollars and includes Australian GST.
- We accept payment via Australian bank deposit (standard) and cash. Payments via PayPal can be requested (an additional 3% processing fee applies).
- Quotes estimate the cost of our graphic design services and may include third party service providers (ie printers, manufacturers, font/image purchases etc).
- Quotes are valid for 7 days from date of issue.
- Our rates are subject to change at all times (ie changes in scope of work etc).
- Client-initiated changes will be billed additionally and any price changes will be advised to the client directly.
- Tax invoices may be issued either on commencement or completion of projects.
- All balances are payable within 7 days of art/design approval or on completion.
- Any overdue balances will attract a late payment administration fee of AU\$25 (+GST) per week until full payment has been received by Us.
- Where debt collection is required for unpaid invoices, the Client is responsible for any costs incurred (fees/commissions payable to the debt collectors).
- We reserve the right to refuse completion or delivery of any design work (digital files, media, third party provider materials etc) until all outstanding balances have been paid in full. All materials/property belonging to the Client, including any design work performed for the Client, will be retained as security until all just claims against the Client are satisfied (lien).
- Clients are strictly not permitted to use or copy any of our design concepts or project work until full payment for the design project/s have been received.
- Where XCV DESIGN is required in out-of-town locations, we will bill lodgings, meals and transportation at cost. Reimbursement for car 'mileage' (km's) is calculated at current allowable rates. A set fee may be advised.
- Depending on the design project and at our discretion, XCV DESIGN may bill the Client either on a project based rate or using an hourly rate.

3. PAYMENT & BILLING

- (1) **PROJECT RATES:** 50% non-refundable deposit of the total quoted/tax invoiced amount is due prior to any design project work commences. The remainder of the balance is then due on completion of the design project work.
- (2) **HOURLY RATES:** Due to the nature of hourly rates, final balances are always uncertain. Hourly rates are billed in 15 minute increments and the rate amount will be shown on the quote/tax invoice. An up-front, non-refundable deposit will be advised with payment due prior to any design work commencing.
- (3) **THIRD PARTY SERVICE PROVIDERS:** (ie outsourced work etc) require full up-front payment before work commencement (ie printing, manufacturing, font & image purchases etc). Due to this, the Client agrees to pay XCV DESIGN 100% of the third party service item charges as shown on the quote/tax invoice.
- XCV DESIGN reserves the right to charge an administrative fee (ie. mark up) to offset time spent arranging and liaising with third party services providers on the Clients behalf. This fee may be shown separately or included in the total price.

4. REFUNDS - XCV DESIGN will issue refunds or adjust unpaid tax invoices where the graphic design work has not commenced. Where the graphic design work has commenced, the percentage or amount of refund due to a Client will ultimately depend on certain factors. These may include (but not limited to) the following:

- Total number of hours and volume of work completed at the time of notification.
- The number of revisions and versions submitted to the Client.
- Whether the project is in initial concept stage, midway or near/at completion.
- XCV DESIGN reserves the right to decide the level of refund, if any, a Client is due. This will include any non-refundable payments the Client has made.
- For third party service provider refunds where work has not commenced and the provider has not been paid, we will refund this entire amount to the Client.
- Once a third party service provider has been paid and work has commenced, a refund for their charges will be solely dependent on (1) the service provider & (2) at which stage the work/service is at as to whether a refund (if any) is due.
- Written notification (via email or letter) is required from the Client for any changes and/or refund requests. Verbal notifications will not be accepted.

5. THIRD PARTY SERVICE PROVIDERS (ie Outsourced Work) -

XCV DESIGN, at our absolute discretion, may outsource work or arrange certain services on behalf of, or under instruction from, the Client to complete their design project/s. This work or service may include (but is not limited to) the following:

- Printing and manufacturing services (commercial or otherwise)
- Photographic services, (photography, photo editing, deep etching etc)
- Advertising, marketing, multimedia services, publishing (print and/or digital)
- Additional design purchases (such as fonts, illustrations, graphic elements etc)
- Ancillary purchases (such as postal, shipping, courier services etc).

The Client acknowledges and accepts that XCV DESIGN has no control over any third party service provider and as such, cannot be held responsible for any delays, errors or mistakes for which XCV DESIGN has not played any part in (ie design-related faults vs printing mistakes, errors, delays etc). We will do all we can to ensure third party providers provide acceptable products as per their agreement. XCV DESIGN, at their discretion, may also decline to engage with third party service providers on any projects. Where the client arranges their own third party service provider, XCV DESIGN has the option to accept or opt-out of such work.

6. REVISIONS, AMENDMENTS & FINALS - XCV DESIGN includes an allowable number of concepts & revisions for each design project we provide (ie Logo design can include up to 3 concepts + 3 revisions in the logo fee). Additional costs apply where more concepts and/or revisions are requested. Change requests to existing design work after a quote/tax invoice has been issued are considered amendments. Where the project changes/alters from the original scope of work, we will submit a revised/amended quote/tax invoice with additional fees/costs requiring the Clients approval before further work can proceed.

Graphic design and creative service projects are deemed to be at the FINAL artwork stage when the project is complete as per the Clients' design brief. Where a Client requests further changes after the FINAL artwork stage, a new quote/tax invoice will be raised for additional payment for the new design work. These will be billed either on an hourly rate or project rate basis.

7. SCHEDULES - XCV DESIGN operates on a standard weekday time schedule (ie Monday to Friday, 9:00am to 5:00pm AEST). Quotes/invoices are based on this reasonable time schedule and may be revised to accommodate a Clients "Priority Scheduling" or "Rush Job" requests for working overtime, after hours, weekend and on public holidays. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, third party providers can charge a 100-200% mark-up on overtime after 5:00pm on weekdays, weekends and public holidays.

We will make every effort to adhere to our Clients' preferred time frames & deadlines, provided these are seen to be reasonable. All time frames quoted are approximate and are subject to change. The client will not hold Us liable where time frames are out of our control and/or delays occur due to unforeseen circumstances. Where the Client does not adhere to time frames & deadlines, final delivery and completion dates will need to be adjusted accordingly.

8. NATURE OF COPY - The Client agrees to exercise due diligence in its direction to Us regarding the preparation and/or supply of materials and must be able to substantiate all claims and representations. The Client is responsible for all trademark, service mark, licensing, copyright and patent infringement clearances. The Client is also responsible for arranging, prior to publication or project completion, any necessary legal clearance of materials we prepare on their behalf. The cost of purchasing any such trademarks, licences, copyrights etc is borne solely on the Client. Any subsequent costs incurred by XCV DESIGN will be passed onto the Client to reimburse Us as out-of-pocket expenses.

9. ERRORS AND OMISSIONS - Clients are responsible for checking all proofs carefully for accuracy in all respects, including spelling, technical illustrations and layouts. Client approvals are required on all artwork prior to printing and manufacturing. It is important to note that colours can vary widely from viewing projects on computer, smartphone & tablet screens to when seeing the final product. Screen proofing is not indicative of the final piece and printed colours can vary from printer to printer, job to job and even front to back - all due to the nature of different printers & printing processes (cmky vs PMS etc). Printing finishes and even paper trimming can also vary between each printer.

10. COMMUNICATIONS – The Client shall pay all transmission charges at their end. XCV DESIGN is not responsible for any errors, omissions, viruses or extra costs resulting from faults in telephones/mobiles, internet, computers, cables, satellite networks or from incompatibilities between the sending and receiving equipment, including the uploading and downloading of computer files to/from cloud-based storage systems.

11. OVER RUNS AND UNDER RUNS – The Client will accept over runs or under runs not exceeding 10% of the quantity ordered on all jobs. XCV DESIGN will bill for actual quantity delivered within this tolerance. If the Client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation and an increase in quantities will need to be requested by the Client.

12. PROPERTY AND PRIVACY – XCV DESIGN will take all reasonable precautions to safeguard the property and information you entrust to us, adhering to privacy laws, security protocols and general business ethics. In the absence of negligence on our part, we are not responsible for loss, destruction, damage or unauthorised use by others of such property. We will use our best efforts to ensure quality and timely delivery of all items produced (printed offset, digital, manufactured, reproduced items etc.). Although we may use our best efforts to guard against any loss to you through the failure of third party suppliers, vendors, media sources, web/digital sites or others to perform in accordance with your commitments, XCV DESIGN is not responsible for failure on their part. If you select your own third party provider (ie printer, manufacturer etc), other than those recommended or selected by us, you may request us to coordinate this work. If possible, we will attempt to do so at our absolute discretion but cannot be held responsible for quality, price, performance and/or delivery. An administration handling fee may apply for the arrangement of such services on your behalf.

13. FILE FORMATS – Clients may be provided with various file types on completion of a design project (ie. logo files). These files are generally delivered to the client electronically via email or uploaded to a cloud-based file storage system (such as Dropbox etc) for the client to download themselves. We agree to store and retain, whether on computer hardware or via cloud-based storage systems (ie Dropbox etc) any artwork and materials used on your design project/s for 2 (two) weeks beyond job completion. Thereafter, we reserve the right to discard or delete these items. This allows sufficient time for our clients to save these files to their own devices. If a client requires their artwork to be supplied on a USB storage device or burnt to disc, a fee of \$20 (+GST) is payable to cover time and the cost of consumables. Postal/courier charges is an additional cost factor.

14. INTELLECTUAL PROPERTY (IP) & OTHER RIGHTS OF OWNERSHIP
During the design stage and prior to full payment being received, all artwork produced by Us remains the intellectual property of XCV DESIGN, of which the Client has no right to copy or use the artwork, regardless of deadlines or time frames. Once full payment is received, the Client is then permitted to use the completed artwork for its intended use. XCV DESIGN may provide certain files to the client, which form part of the project proposal agreement (ie logo and/or illustration files). All raw (working) artwork files (ie Adobe InDesign, Adobe Illustrator, Adobe Photoshop, some Adobe Acrobat/PDF files etc) remain the intellectual property of XCV DESIGN. In the event that the Client requests to purchase these raw (working) files, and at Our absolute discretion, a Transfer of Rights (Buy Out) may be allowed to be purchased and the applicable release fee must then be paid. Raw artwork files provided by a Client remain the property of that specific client, unless otherwise stated or advised by XCV DESIGN. Any fonts, illustrations, images and any other elements purchased or owned by XCV DESIGN and used to produce graphic design work for a Client, remain the exclusive property of XCV DESIGN, unless purchased by the Client themselves.

A 'buy out' fee of 200% or greater of the project rate needs to be paid in order to own the exclusive rights to the finished raw file/s and/or artwork. Once paid in full, the Client will be assigned the ownership rights to the raw artwork file/s and no future earnings may be sought by the Graphic Designer, XCV DESIGN.

According to the Copyright Law of 1976, the ownership rights to all design and art work, including but not limited to graphic design, photography and illustrations created by a graphic designer (ie XCV DESIGN) and/or purchased through an independent photographer, illustrator or stock agency on the Clients behalf and retained by the Graphic Designer (ie XCV DESIGN), remains exclusively with the individual graphic designer, artist, photographer and/or illustrator. Unless a purchase of "All Rights" (Buy Out) is negotiated with the Graphic Designer (XCV DESIGN) and/or his/her authorised representative, you may not alter, use

or reproduce the design, images or illustrations therein for a purpose other than what it was designed for. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or for an exhibition, you must contact us to arrange the Transfer of Rights (Buy Out) and make payment of any additional fees before proceeding. If printing or other implementation is done through your own vendors, you agree to return to us all of our original mechanicals and artwork (prints, drawings, separations, presentations, files etc.) within two weeks and to provide us with printed samples of each project.

15. LOGOS, ILLUSTRATION & BRANDING - Further IP Rights
Depending on the agreement sought between the Client and XCV DESIGN, IP rights pertaining to logo and illustration designs may/may not be retained (owned) by XCV DESIGN and a buy out fee may/may not be available. In the case where XCV DESIGN allows a buy out fee and where the agreed buy out fee is paid in full, the IP rights will be transferred to the Client. Where the agreed quoted/tax invoiced price of a logo design includes the IP rights (as per written advice from XCV DESIGN), these IP rights will transfer to the Client upon completion of the logo design and full payment has been received.

16. RIGHTS OF MARKETING & PROMOTIONAL USE
The Client extends XCV DESIGN the right to use, photograph, distribute, display and/or publish (via printed and/or digital mediums) any graphic design project work we create for You for our own promotional and marketing requirements. This may include mock-ups, presentations, via websites & social media sites, in portfolios, emails, newsletters, brochures, flyers, signage and other multimedia and digital avenues - all of which we choose to utilise and with no limit of time.

17. TERM AND TERMINATION (CANCELLATIONS) – The term of this agreement will continue for work in progress until terminated by either XCV DESIGN or the Client upon seven (7) days written notice. If you should direct us to cancel, terminate or "put on hold" any previously authorised design work or purchases (whether made by XCV DESIGN or a third party provider), we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon termination of this agreement, XCV DESIGN will transfer to the Client any related property and materials in our control (not including raw/working files owned by XCV DESIGN) and for which have been paid for in full by the Client. The Client will indemnify and hold XCV DESIGN harmless for any loss or expense (including attorney's fees), and agree to defend XCV DESIGN in any actual suit, claim or action arising from our working relationship. This includes, but is not limited to assertions made against the Client for any of its products/services arising from the publication of materials we prepare and you approve before and/or after publication. For refund requests resulting from changes or cancellation, whether work performed by XCV DESIGN or through a third party service provider, please refer to the "REFUNDS" section for more information.

18. ADDITIONAL PROVISIONS – XCV DESIGN reserves the right to update and/or change the information contained within this agreement. We recommended our Clients request the latest version of this agreement before embarking on any new graphic design and/or creative service project with XCV DESIGN. The validity and enforceability of this agreement will be interpreted in accordance with all State and Federal Government laws applicable to agreements entered into and performed within the State of Queensland and the Commonwealth of Australia. Other International laws may also be applicable. If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

XCV DESIGN recommends Our Clients (current and prospective) seek legal advice before entering into this agreement and proceeding with our professional services. Contact us if you should have any questions about these terms and conditions.

By accepting Our quotes and/or tax invoices via electronic or written means and proceeding with Our graphic design services, the Client acknowledges Their full understanding and acceptance of these XCV DESIGN Terms and Conditions (Graphic Designer - Client Agreement).

The Client may also sign, date and return this document to Us and this will also constitute an agreement between XCV DESIGN and the Client.

If you wish to sign this document, please sign, date and return to XCV DESIGN:

- Email: admin@xcvdesign.com.au
- Post: 2 Curlew Street, Upper Kedron QLD 4055 Australia

GRAPHIC DESIGNER

| NAME | BUSINESS NAME | POSITION/TITLE | DATE | SIGNATURE |
|-----------|---------------|------------------|-----------------|-----------|
| Sean Wall | XCV DESIGN | Graphic Designer | DD / MMM / YYYY | |

CLIENT

| NAME | BUSINESS NAME | POSITION/TITLE | DATE | SIGNATURE |
|------|---------------|----------------|-----------------|-----------|
| | | | DD / MMM / YYYY | |