

Terms and Conditions

Rifle Design & Communications Ltd

Registration No 08263558

Registered Address Rear 1st Floor Office, Jubilee House 5-7 Hill Street, Saffron Walden Essex CB10 1EH United Kingdom Terms and Conditions Version: 1.4
Effective Date: From January 2015

Agreement between Rifle Design & Communications Ltd [Rifle] and individuals or businesses [Client], that are engaging with service offered by the afforementioned

This document defines the terms and conditions of our working relationship. In fulfilment of our proposal or estimate. The parties therefore agree as follows.

Fees and Charges

Fees. In consideration of the Services to be performed by Rifle, Client shall pay to Rifle fees in the amounts and according to the payment schedule agreed in the proposal or estimate, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

Expenses. Client shall pay Rifle's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of- pocket expenses including but not limited to costs of software, services, shipping, courier, presentation materials.

Additional Costs. The Project pricing includes Rifle's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the proposal or estimate.

Invoices. All invoices are payable by the due date stated on invoice, if not specific date is provided then the default payment term for any invoice is 30 days from the date specified on the invoice. A charge of 3% per month is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Rifle reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any licence to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

Changes & Amends

General Changes. Unless otherwise provided in the proposal or estimate, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at the agreed standard hourly rate per hour. Such charges shall be in addition to all other amounts payable under the proposal or estimate, despite any maximum budget, contract price or final price identified therein. Rifle may extend or modify any delivery schedule or deadlines in the proposal or estimate and Deliverables as may be required by such Changes.

Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Rifle shall be entitled to submit a new and separate proposal or estimate to Client for written approval. Work shall not begin on the revised services until the Client confirms approval in writing of revised proposal or estimate and, if required, any additional retainer fees are received by Rifle.

Timing. Rifle will prioritise performance of the Services as may be necessary or as identified in the proposal or estimate, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the proposal or estimate. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or

corrections sufficient to identify the Client's concerns, objections or corrections to Rifle. Rifle shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Rifle's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the proposal or estimate and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables.

Testing and Acceptance. Rifle will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Rifle, in writing, of any failure of such Deliverable to comply with the specifications set forth in the proposal or estimate, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Rifle will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted or signed off.

Client Responsibility

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Rifle;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the proposal or estimate; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors. Rifle is not liable for errors or omissions once final work has been signed off by The Client.

Term & Termination

This Agreement shall commence upon the Effective Date or at the point that Rifle undertake any billable work and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

- (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

In the event of termination, Rifle shall be compensated for the Services performed up to the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Rifle or Rifle's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pocket expenses together with any Additional Costs incurred through and up to, the date of cancellation.

In the event of termination by Client and upon full payment of compensation as provided herein, Rifle grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

General

Urgent Requirements can be requested by the Client at an charged at an Express rate which is available at Rifle's discretion as long as works requested are viable to be completed with the specified time-frame.

Intellectual Property

Client Content. Client Content, including all pre-existing Trademarks, Copyright and design rights, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Rifle a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Rifle's performance of the Services and factual promotional uses relating to the professional Services carried out.

Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Rifle shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Deliverables. Under such circumstances Rifle shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the licence(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licences or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Rifle from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Deliverables.

Preliminary Works. Rifle retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Rifle within 30 days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Rifle.

Original Artwork. Rifle retains all right and title in and to any original artwork comprising Deliverables, including all rights to display or sell such artwork. Client shall return all original artwork to Rifle within 30 days of completion of the Services.

Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of pocket expenses due, Rifle assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Rifle for use by Client. Rifle shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies, saves and holds harmless Rifle from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

Rifle Tools. All Rifle Tools are and shall remain the exclusive property of Rifle. Rifle hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Rifle Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Rifle Tools comprising any software or technology of Rifle. Rifle Tools may also be defined by open source systems or software that has been adapted for the clients purposes.

Confidentiality

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information") and will maintain such information and materials under conditions of confidentiality.