

- 1) **General.** A signed letter of agreement which refers to the approved proposal, issuance of a purchase order, a retaining payment or payment of invoiced fees for services shall represent acceptance of the Term and Conditions and form an agreement between parties. To the extent that there is any discrepancy between the Kagwerks Standard Terms and Conditions and those contained in the purchase order or other mode of acceptance, the Kagwerks Standard Terms and Conditions shall be binding.
- 2) **Billing.** Invoice terms are net thirty (30) days or prior to further related work unless otherwise specified on the estimate. Estimates do not include any applicable taxes or expenses resulting from changes to the briefing information. The Client will be notified of any items that may result in additional costs.

In case of a disputed billing, the Client will, within fifteen (15) days of receipt of the billing. If such notice is not sent, the bill shall be deemed not disputed. If the bill is disputed, the parties will meet within ten (10) business days to try to resolve the matter. Failure to pay any invoice within ninety (90) days may result in a collection effort. Should this occur, Client shall be responsible for all costs associated with forced collection.
- 3) **Mutual Representations and Warranties.** Both Client and Kagwerks represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

Kagwerks represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.
- 4) **Governing.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Washington, without regarding its conflicts of law provisions.
- 5) **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- 6) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7) **Confidentiality.** Both Client and Kagwerks agree to protect the confidentiality of the either party's proprietary information and all physical forms thereof, whether disclosed to Designer before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Designer can display materials and final work created for Client in designer's portfolio, website, social media, and other mediums for promotion.
- 8) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.
- 9) **Warranty.** Kagwerks' Warranty applies. See "Limited One-Time Warranty"
- 10) **Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 11) **Amendments.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both Parties.
- 12) **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.