

DarPro Media

Media Management Proposal

1. INTRODUCTION

At DarPro Media, we understand the power of media as a driving force for businesses, building communities, fostering relationships, and sparking meaningful conversations. Our vision is to create a platform that transcends boundaries, empowers creativity, and amplifies voices from all around the globe, mainly using social media platforms with engaging content to project your brand.

The business and online space is filled with redundant and low-quality content, making it challenging for businesses to stand out. Despite the millions of write-ups on social media, the overall content standard could be much higher. If your posts get little engagement and customers, it's a clear sign that your content needs more quality and you need to spend more time interacting with others. This is a crucial aspect that requires immediate attention.

With a team of passionate creators, strategists, and tech enthusiasts, we are committed to delivering a user-centric experience beyond the ordinary. From cutting-edge features to personalised content curation, we strive to provide a space where authenticity, diversity, and inclusivity thrive.

Join us on this exciting journey as we pave the way for a new era of social media—one that celebrates individuality, fuels inspiration, and cultivates genuine connections. Together, let's shape online interaction's future and redefine how we connect in the digital age.

Let's create, connect, and inspire together.

2. IMPLEMENTING A DISTINCT STRATEGY

A unique approach to enhancing your business's presence in media exists. Rather than following the typical practices, we propose the following:

- One-off branding services based on your business or client
- Customised social media cover images with text and personalised profile pictures.
- Thoughtfully crafted page descriptions based on your unique selling points.
- Daily or more frequent posts.
- Creating original content paired with relevant imagery.

The strategy aims to attract customers and followers, generate comments and likes, and enhance your online reputation. This is the pathway through which you can receive sales inquiries via social media.

3. OUR COMMITMENT

Choosing the right words and images is crucial. Defining content and presenting it in alignment with your brand's voice requires expertise. With DarPro Media, we can develop this effectively. Prices are bespoke based on your requirements, starting from £149.

Breakdown of the Minimum Services Offered

- A 30-minute monthly strategy session (in-person, depending on location, or via video call) to review the previous month's performance and plan for the upcoming month.
- A detailed concept for a 2-week or 4-week social media campaign.
- Sample posts created, designed, and presented for your review at the start of the month within two days of receipt.
- An online proposal outlining the content for the next month's posts, subject to your approval within five days of receipt.
- Posting of approved graphics on 1-3 of your social media platforms three times a week throughout the month.
- Bi-monthly check-in calls/emails to ensure we meet our goals and stay aligned.
- Monthly Email Newsletter.
- £8 extra on extra channel

Planning Call:

- Review of the previous month's performance.
- Discuss upcoming events, promotions or developments in your business for the month.
- Exploration of new promotional opportunities.
- Setting clear objectives and critical highlights.
- Planning any special offer for the month.

Additional Services (priced according to requirement):

- Video services/ video content (one of the best social media content).
- Photography services.
- Virtual assistance.
- InMail and Messages management.
- Community management (actively engaging with your audience).
- Crisis management.
- Website development.

If you only require some of our minimum services, please contact us to discuss your requirements.

Our agreements require a **minimum term of 6 months** because it takes commitment over this period to accomplish the results we aim for together. Allowing cancellations at any time may hinder long-term thinking, essential for achieving significant results.

4. CASE STUDY

Problem: Company A's social media accounts were experiencing a significant decrease in sales. Despite posting on social media, the content failed to resonate with the audience, leading to decreased followers, interactions, and sales. This posed a challenge as the brand's online presence is crucial for customer growth, retention, and sales.

Goal: The primary goal of the new content strategy was to increase engagement, improve reach, and drive meaningful interactions with the target audience, ultimately leading to more sales. The social media manager boosted follower growth, enhanced brand loyalty, and drove traffic to the company's website or physical stores, aiding business sales.

Solution: The social media manager conducted a comprehensive audit of the company's social media accounts to identify areas for improvement in creating targeted, customised images. They analysed previous posts, audience demographics, and engagement metrics to understand what content performs well and what doesn't. Based on this data, the social media manager devised a new content strategy focused on creating visually appealing and interactive posts, leveraging user-generated content, and incorporating storytelling elements to enhance the brand narrative.

Outcome: After implementing the new content strategy, the company sees a notable improvement in social media performance and sales. Engagement metrics such as likes, comments, and shares significantly increased, indicating that the audience responded positively to the revamped content approach. Follower growth accelerates, and the brand experiences higher visibility and awareness on social media platforms. As a result, website traffic from social media sources rises, leading to an uptick in sales. Overall, the outcome demonstrates the effectiveness of adapting the social media strategy to align with audience preferences and business objectives.

5. OUR TIMELINE

| Day | Activities |
|-----------|--|
| Day 1-4 | <ul style="list-style-type: none">▪ Getting started is quick and easy.▪ Once you've signed our proposal and set up the monthly payment via direct debit, we'll schedule our first introductory/initial call without delay. |
| Day 5-8 | <ul style="list-style-type: none">▪ Draft and submit initial posts for your approval.▪ Coordinate the start date for our scheduled social media month. Share the first content on the social media platforms of your choice on your behalf. |
| Day 27-30 | <ul style="list-style-type: none">▪ Review, strategise, and execute.▪ Emphasise successful strategies and repeat them▪ Eliminate ineffective ones▪ Enjoy the benefits |

6. NEXT STEPS

We are excited to begin working with you as a client. But before we proceed, please read our terms and conditions and sign the proposal document.

To get Started:

- Type in your name in the box below and sign
- We will send an invoice for your first month, which you will pay immediately upon receipt
- We will schedule the first initial strategy meeting

We are excited to begin delivering results as soon as possible, reaffirming that you have made the right decision.

I,, agree to the terms of this agreement and that my typed name below can be used as a digital representation of my signature.

To accept, type your name in bold below:

This Agreement for design services is between DarPro Media ("Designer") and Client Name (Client) for the performance of the services described in the proposal sent to Client on the delivery date ("Proposal"). The parties, therefore, agree as follows:

BASIC TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The Agreement refers to the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, any other Supplements designated below, and any exhibits or schedules hereto.

1.2 Client Content includes all materials, information, photography, writings, and other creative content provided by the Client for use in preparing and/or incorporating the Deliverables.

1.3 Copyrights refer to the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under [UK] Copyright Law.

1.4 Deliverables include the services and work product specified in the Proposal to be delivered by DarPro Media to the Client in the form and media specified in the Proposal.

1.5 DarPro Media Tools include all design tools developed and utilised by DarPro Media in performing the Services, including, without limitation, pre-existing and newly developed software, including source code, web authoring tools, type fonts, and application tools, together with any other software or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 Final Art refers to all creative content developed or created by DarPro Media, or commissioned by DarPro Media, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, and by way of example, not limitation, any photography, visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and DarPro Media's selection, arrangement and coordination of such elements together with Client Content and Third Party Materials.

1.7 Final Deliverables refer to the final versions of Deliverables provided by DarPro Media and accepted by the Client.

1.8 Preliminary Works include all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by DarPro Media and which may or may not be shown and or delivered to the Client for consideration but do not form part of the Final Art.

1.9 Project refers to the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 Services refer to all services and the work product to be provided to the Client by DarPro Media as described and otherwise further defined in the Proposal.

1.11 Third-party Materials refer to proprietary third-party materials incorporated into the Final Deliverables, including, without limitation, stock photography or illustration.

1.12 Trademarks refer to trade names, words, symbols, designs, logos, or other devices or designs used in the Final Deliverables to designate the origin or source of the Client's goods or services.

2. PROPOSAL

The terms of the Proposal shall be practical for 14 days after presentation to the Client. Suppose this Agreement is executed by someone other than the Client within the time identified. In that case, the Proposal and any related terms and conditions and deliverables may be subject to amendment, change, or substitution.

3. FEES AND CHARGES

3.1 Fees. Considering the Services to be performed by DarPro Media, the Client shall pay fees to DarPro Media based on the amounts and payment schedule outlined in the Proposal, along with all applicable sales, use, or value-added taxes, even if calculated or assessed after the payment schedule.

3.2 Expenses. The Client shall pay DarPro Media's expenses incurred in connection with this Agreement, including incidental and out-of-pocket expenses such as costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees, and tolls. Additionally, expenses such as travel expenses, including transportation, meals, and lodging, were incurred by DarPro Media with the Client's prior approval.

3.3 Additional Costs. The Project pricing includes the DarPro Media fee only. Any outside costs including, but not limited to, equipment rental, photographer's costs and expenses, photography and artwork licenses, prototype production costs, talent fees, music licenses, and online access or hosting fees, will be billed to the Client unless expressly otherwise provided for in the Proposal.

3.4 Invoices. All invoices are payable within 14 days of receipt. A monthly service charge of [INTEREST]% is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. The Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. DarPro Media reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not settled.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client outside the scope of the Services on a time and materials basis at DarPro Media's standard hourly rate of DarPro Media

Hourly Rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. DarPro Media may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If the 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, DarPro Media shall be entitled to submit a new and separate Proposal to the Client for written approval. Work shall not begin on the revised services until DarPro Media receives a fully signed revised Proposal and, if required, any additional retainer fees.

4.3 Timing. DarPro Media will prioritise the Services' performance as necessary or as identified in the Proposal. It will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. 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 corrections sufficient to identify the Client's concerns, objections or corrections to Designer. DarPro Media shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that DarPro Media's ability to meet any schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and instructions under the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or DarPro Media's obligations under this Agreement.

4.4 Testing and Acceptance. DarPro Media will exercise commercially reasonable efforts to test deliverables requiring testing and make all necessary corrections before providing deliverables to the client. Client, within five business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications outlined in the Proposal or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any written notice shall be sufficient to identify any objection, correction, change, or amendment, and DarPro Media will undertake to make the same commercially timely. Any objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. Without such notice from the Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

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 DarPro Media;
- (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; and

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and copyright notice in DarPro

Media name in the form, size and location as incorporated by DarPro Media in the Deliverables or as otherwise directed by DarPro Media. DarPro Media retains the right to reproduce, publish and display the Deliverables in DarPro Media portfolios and websites and galleries, design periodicals and other media or exhibits for recognition of creative excellence or professional advancement and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in the Project and, if applicable, the services provided to the other party on its website and in other promotional materials and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

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"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the preceding, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party or is otherwise correctly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. DarPro Media is an independent contractor, not an employee of the Client or any company affiliated with the Client. DarPro Media shall provide the Services under the general direction of the Client. Still, DarPro Media shall determine, in DarPro Media's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture, and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. DarPro Media and the work product or Deliverables prepared by DarPro Media shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 DarPro Media Agents. DarPro Media shall be permitted to engage and use third-party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, DarPro Media shall remain fully responsible for such DarPro Media Agents' compliance with this Agreement's various terms and conditions.

8.3 No Solicitation. During the term of this Agreement, and for six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any DarPro Media, employee or Agent of DarPro Media, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that DarPro Media shall be entitled to an agency commission to be the greater of either (a) 25 per cent of said person's starting salary with Client or (b) 25 per cent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, commission payment will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor

performed services for the Client. DarPro Media shall be entitled to seek all remedies under law and equity in the event of nonpayment and in connection with this section.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship. The client is free to engage others to perform services of the same or similar nature to those provided by DarPro Media, and DarPro Media shall be entitled to offer and provide design services to others, solicit other clients, and otherwise advertise the services offered by DarPro Media.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to DarPro Media that

(a) Client owns all rights, title, and interests in, or otherwise has full right and authority to permit the use of the Client Content,

(b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content, as well as any Trademarks in connection with the Project, does not and will not violate the rights of any third parties,

(c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and

(d) Client shall comply with all laws and regulations related to the Services and Deliverables.

9.2 By DarPro Media

(a) DarPro Media represents warrants and covenants to the Client that It will provide the Services identified in the Agreement in a professional and workmanlike manner and accordance with all reasonable professional standards for such services.

(b) DarPro Media further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of DarPro Media and its independent contractors, (ii) if the Final Deliverables include the work of independent contractors commissioned for the Project by DarPro Media, DarPro Media shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for DarPro Media to grant the intellectual property rights provided in this Agreement, and (iii) to the best of DarPro Media's knowledge, the Final Art provided by DarPro Media and DarPro Media's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope

Or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of DarPro Media shall be void.

(c) Except for the express representations and warranties stated in this agreement, DarPro Media makes no warranties whatsoever and explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a

particular purpose or compliance with laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless DarPro Media from any damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, DarPro Media shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defence and all related settlement negotiations; and

(b) DarPro Media provides the Client with commercially reasonable assistance, information, and authority necessary to perform the Client's obligations under this section. The client will reimburse DarPro Media for the reasonable out-of-pocket expenses incurred in providing such assistance.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, DarPro Media agrees to indemnify, save and hold harmless Client from any damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with DarPro Media's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arising directly as a result of gross negligence or misconduct of Client provided that

(a) The Client promptly notifies DarPro Media in writing of the claim;

(b) DarPro Media shall have sole control of the defence and all related settlement negotiations and

(c) The Client shall provide DarPro Media with the assistance, information, and authority necessary to fulfil DarPro Media's obligations under this section. Notwithstanding the preceding, DarPro Media shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorised content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. The services and work products of DarPro Media are sold "as is." In all circumstances, the maximum liability of the designer, its directors, officers, employees, design agents and affiliates ("DarPro Media Parties") to the client for damages for any causes whatsoever, and the client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall DarPro Media be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if DarPro Media has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and remain effective until the Services are completed and delivered.

11.2 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 ten days from receipt of written notice of such breach.

11.3 In the event of termination, DarPro Media shall be compensated for the Services performed through 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 DarPro Media or DarPro Media's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of Client termination and upon total compensation as provided herein, DarPro Media grants to Client such right and title as provided for in Schedule A of this Agreement concerning those Deliverables provided to and accepted by Client as of the termination date.

11.5 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.

12. GENERAL

12.1 Modification/Waiver. The parties may modify this Agreement. Any modification of this Agreement must be in writing, except that DarPro Media's invoices may include, and Client shall pay, expenses or costs that Client authorises by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing, either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below unless notification of a change of address is given in writing. Notice shall be effective upon receipt or, in the case of fax or email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise without the prior written consent of the other party.

12.4 Force Majeure. DarPro Media shall not be deemed in breach of this Agreement if DarPro Media is unable to complete the Services or any portion thereof because of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of DarPro Media or any local, state, federal, national or international law, governmental order or regulation or any other event beyond DarPro Media's control (collectively, "Force Majeure Event"). Upon any Force Majeure Event, DarPro Media

shall notify Client of its inability to perform or of delay in completing the Services. It shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be by the laws of the [United States/United Kingdom/EU] and [JURISDICTION] without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they cannot resolve the dispute, either party may commence mediation and binding arbitration through any forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. At this moment, the parties waive any jurisdictional or venue defences available to them and further consent to service of process by mail. Client acknowledges that DarPro Media will have no adequate remedy at law if Client uses the deliverables in any way not permitted hereunder and, at this moment, agrees that DarPro Media shall be entitled to equitable relief through a temporary and permanent injunction. Such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any other remedies provided herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. Still, if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect, and a valid or enforceable provision shall replace the invalid or unenforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the Proposal's terms shall be controlled. This Agreement comprises the Basic Terms and Conditions document and the Proposal and Schedule [A/B/C] below.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

SCHEDULE A: INTELLECTUAL PROPERTY PROVISIONS

1. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

1.1 Client Content. Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers. Client or its suppliers shall be the sole owner of all rights in connection with that. In addition to that, Client hereby grants to DarPro Media a nonexclusive, nontransferable license to use, reproduce, modify, display, and publish the Client

Content solely in connection with DarPro Media's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

1.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. DarPro Media shall inform the Client of all Third Party Materials required to perform the Services or otherwise integrated into the Final Art. Under such circumstances, DarPro Media shall inform Client of any need to license at Client's expense. Unless otherwise provided for by Client, Client shall obtain the license(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 secure or otherwise arrange for any necessary licenses properly or instructs the use of Third Party Materials, Client at this moment indemnifies, saves and holds harmless DarPro Media from any 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 concerning materials included in the Final Art.

1.3 Preliminary Works. DarPro Media retains all rights in and to all Preliminary Works. The client shall return all Preliminary Works to DarPro Media within 30 days of completing the Services, and all rights in and to any Preliminary Works shall remain the exclusive property of the Designer.

1.4 Original Artwork. DarPro Media retains all rights and titles in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to DarPro Media within 30 days of completion of the Services.

1.5 Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, DarPro Media assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by DarPro Media for use by Client as a Trademark. DarPro Media shall cooperate with Client and execute any additional documents reasonably requested by Client to prove 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, at this moment, indemnifies, saves and holds harmless DarPro Media from any 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 failure to obtain rights to use or use of the Trademark.

1.6 DarPro Media Tools. All DarPro Media Tools are and shall remain the exclusive property of the Designer. DarPro Media at this moment grants to Client a non-exclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the DarPro Media Tools solely to the extent necessary with the Final Deliverables for the Project. The client may not, directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works, or otherwise disassemble or modify any DarPro Media Tools comprising any software or technology of the Designer.

2. RIGHTS TO FINAL ART

2. A (1) (a) License for limited usage, no modification rights:

2.1 For print and online/interactive and three-dimensional media: Upon completion of the Services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, DarPro Media grants to Client the rights in the Final Art as set forth below. Any additional uses not identified herein require an additional license and may require an extra fee. The Designer expressly reserves all other rights. The rights granted to the Client are only for using the Final Art in its original form. The client may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works, extract portions, or, in any other manner, alter the Final Art.

Category of use

Medium of use

Duration of use

Geographic territory

Initial press run

Concerning such usage, the Client shall have the following:

Exclusive or Non-exclusive rights

OR

2.A (1)(b) Exclusive license, no modification rights:

2.2 For print and online/interactive and three-dimensional media: DarPro Media at this moment grants to Client the exclusive, perpetual and worldwide proper and license to use, reproduce and display the Final Art solely in connection with the Project as defined in the Proposal and by the various terms and conditions of this Agreement. The rights granted to the Client are only for using the Final Art in its original form. Client may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works, or extract portions or in any other manner alter the Final Art.

OR

2.A (1) (c) Exclusive license, with modification rights:

2.3 For print, online/interactive, and three-dimensional media: DarPro Media hereby grants to the Client the exclusive, perpetual, and worldwide right and license to use, reproduce, adapt, modify, and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement.

2.A (2) Liquidation for unlicensed use:

Client's use of the Final Art shall be limited to the usage rights granted herein for the Project only. Use of the Final Art, Deliverables or any derivative works by Client at any other time or location, or for another project or outside the scope of the rights granted herein, require an additional fee.

Darpro Media shall be entitled to further compensation equal to Extra Compensation% of the original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, DarPro Media shall be entitled to pursue all remedies under law and equity.

OR

2.B Assignment:

Upon completion of the Services and expressly subject to full payment of all fees, costs, and expenses due, DarPro Media assigns to Client all right, title, and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. DarPro Media agrees to cooperate with Client reasonably and shall execute any additional documents necessary to prove such assignment.

Supplement 1: Print-specific Terms and Conditions

1. Samples. The client shall provide DarPro Media with several samples of each printed or published form of the Final Deliverables for use in DarPro Media's portfolio and other self- promotional uses. Such samples shall be representative of the highest quality of the work produced.

2. Finished Work. The printed work and the arrangement or brokering of the print services by Designer shall be deemed in compliance with this Agreement if the final printed product is within the acceptable variations as to kind, quantity, and price by current or standard trade practices identified by the supplier of the print and print-related services. Whenever commercially reasonable and if available, DarPro Media shall provide copies of the current or standard trade practices to the Client. Notwithstanding, DarPro Media shall have no responsibility or obligation to negotiate changes or amendments to the current or standard trade practices.

SUPPLEMENT 2: INTERACTIVE-SPECIFIC TERMS AND CONDITIONS

1. SUPPORT SERVICES

1.1 Warranty Period. "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first months covered by the Warranty months following the expiration of this Agreement ("Warranty Period"), if any, DarPro Media shall provide up to Hours covered by Warranty hours of Support Services at no additional cost to the Client. Extra time shall be billed at DarPro Media's regular hourly rate, then in effect upon the date of the request for additional support.

1.2 Maintenance Period. Upon expiration of the Warranty Period and at Client's option, DarPro Media will provide Support Services for the following Months covered by Maintenance months (the "Maintenance Period") for a monthly fee of [Monthly Maintenance Fee]. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

2. ENHANCEMENTS

During the Maintenance Period, the Client may request that DarPro Media develop enhancements to

the Deliverables. DarPro Media shall exercise commercially reasonable efforts to prioritise its resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at DarPro Media's then-in-effect price for such services.

3. ADDITIONAL WARRANTIES AND REPRESENTATIONS

3.1 Deficiencies. Subject to the representations and warranties of Client in connection with Client Content, DarPro Media represents and warrants that the Final Deliverables will be free from Deficiencies. For this Agreement, "Deficiency" shall mean a failure to comply with the specifications outlined in the Proposal in any material respect but shall not include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third-party applications such as Web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and DarPro Media's sole liability for a breach of this Section is the obligation of DarPro Media to correct any Deficiency identified within the Warranty Period. If a Deficiency is caused by Third Party Materials provided or specified by Designer, Designers sole obligation shall be to substitute alternative Third Party Materials.

3.2 DarPro Media Tools. Subject to the representations and warranties of the Client in connection with the materials supplied by the Client, DarPro Media represents and warrants that, to the best of DarPro Media's knowledge, the DarPro Media Tools do not knowingly infringe the rights of any third party. Use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.

4. COMPLIANCE WITH LAWS

DarPro Media shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the known relevant rules and regulations. Upon acceptance of the Deliverables, the client shall be responsible for conforming to all laws relating to the transfer of software and technology.

SUPPLEMENT 3: ENVIRONMENTAL-SPECIFIC TERMS AND CONDITIONS

1. PHOTOGRAPHS OF THE PROJECT

By Section 6 of the Basic Terms and Conditions of this Agreement, DarPro Media shall have the right to document, photograph, or otherwise record all completed designs or installations of the Project and to reproduce, publish, and display such documentation, photographs or records for DarPro Media's promotional purposes.

2. ADDITIONAL CLIENT RESPONSIBILITIES

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

(a) Communication of administrative or operational decisions if they affect the design or production of Deliverables, and coordination of required public approvals and meetings;

(b) Provision of accurate and complete information and materials requested by DarPro Media, such as by way of example, not limitation, site plans, building plans and elevations, utility locations, colour/material samples and all applicable codes, rules and regulation information;

(c) Provision of approved naming nomenclature; securing approvals and correct copy from third parties such as, by way of example, not limitation, end users or donors as may be necessary;

(d) Final proofreading and written approval of all project documents, including, by way of example, not limitation, artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. If Client has approved work containing errors or omissions, such as, by way of example, not limitation, typographic errors or misspellings, Client shall incur the cost of correcting such errors;

(e) Arranging for the documentation, permissions, licensing and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign manufacture and installation with other trades; and

(f) Bid solicitation and contract negotiation; sourcing; establishing final pricing and contract terms directly with fabricators or vendors.

3. ENGINEERING

The Services shall include the selection and specifications for materials and construction details described in the Proposal. However, Client acknowledges and agrees [that DarPro Media is not a licensed engineer or architect, and] that responsibility for the interpretation of design drawings and] the design and engineering of all work performed under this Agreement (“Engineering”) is the sole responsibility of Client and its architect, engineer or fabricator.

4. IMPLEMENTATION

Client expressly acknowledges and agrees that the estimates provided in the Proposal, at any time during the project for implementation charges such as, including, but not limited to, fabrication or installation, are for planning purposes only. Such estimates represent the best judgment of DarPro Media or

Its consultants at the time of the Proposal shall not be considered a representation or guarantee that project bids or costs will not vary. Client shall contract and pay those parties directly responsible for implementation services such as fabrication or installation (“Implementation”). DarPro Media shall not be responsible for the quality or timeliness of the third-party Implementation services, irrespective of whether DarPro Media assists or advises Client in evaluating, selecting or monitoring the provider of such services.

5. COMPLIANCE WITH LAWS

DarPro Media shall use commercially reasonable efforts to ensure that all Final Deliverables . DarPro Media shall use commercially reasonable efforts to ensure the suitability and conformance of the Final Deliverables.

6. CLIENT INSURANCE

Client shall maintain, during the term of this Agreement, at its sole expense, construction and maintenance liability, product liability, general business liability and advertising injury insurance from a recognised insurance carrier in the amount of at least \$Minimum Insurance per occurrence. Such insurance shall name DarPro Media individually as an additional named insured. Client shall provide a copy of said insurance policy to DarPro Media at DarPro Media's request.