

Service Agreement

URLY DIGITAL MARKETING 

SERVICE AGREEMENT

This Agreement, dated June 29th, 2020 (the "Effective Date") for URLy Digital Marketing (the "Agreement") is between Sherisa Adjei, of URLy Digital Marketing ("Consultant"), and Ismaël Dumerlus, of Find Your ID ("Client") (together known as the "Parties"), for the performance of said URLy Digital Marketing and the production of Deliverables, as described in Statement of Work ("SOW"), attached hereto and incorporated herein by reference. The Parties agree as follows:

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 "Statement of work (SOW)" refers to the document within a contract that describes the work requirements for a specific project along with its performance and design expectations attached hereto and incorporated herein by reference.

1.2. "Agreement" means the entire content of this document, the Proposal document(s) (if any), and the SOW, together with any other Supplement, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

1.3 "Client Content" means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.4 "Copyrights" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Canadian laws.

1.5 "Deliverables" means the services and work product, as mutually agreed upon by Client and Consultant, to be delivered by Consultant to Client, in the form and media specified in the SOW.

1.6 "Consultant Tools" means all tools developed and/or used by Consultant 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.

1.7 "Final Work" means all materials developed or created by Consultant, or commissioned by Consultant, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, HTML, CSS, Javascript and other website code, modifications to Client Content, and Consultant's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved and accepted by Client.

1.8 “Final Deliverables” means the final versions of Deliverables provided by Consultant and approved and accepted by Client.

1.9 “Preliminary Works” means all materials including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Consultant and which may or may not be shown and or delivered to Client for consideration.

1.10 “Project” means the scope and purpose of Client’s identified usage of the work product.

1.11 “Services” (or “Consultant’s Services”) means all services and the work product to be provided to Client by Consultant as described and otherwise further defined in the Deliverables.

1.12 “Third Party Materials” means proprietary third party materials which are incorporated into the Final Deliverables, including, but not limited to, stock photography or stock illustrations.

1.13 “Trademarks” means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

2. INTELLECTUAL PROPERTY PROVISIONS

2.1 Client Content. Client Content, including all pre-existing Trademarks and copyright material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to Consultant a nonexclusive, non-transferable license to use, reproduce, and modify the Client Content solely in connection with Consultant’s performance of the Consultant’s Services and the production of the Deliverables.

2.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Consultant shall inform Client of all Third Party Materials that may be required to perform the Marketing Services or otherwise integrated into the Final Work. Under such circumstances, Consultant shall inform Client of any need to license.

2.3 Assignment of Copyrights. Upon completion of the Services and conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Consultant shall assign to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Consultant as part of the Final Work and Final Deliverables for use by Client. Consultant shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence all such assignments of intellectual property.

2.4 Assignment of Final Work. Upon completion of the Marketing Services, and subject to full payment of all fees, costs and expenses due, Consultant hereby assigns to Client all right, title and interest, including without limitation, copyright and other intellectual property rights, in and to the Final Deliverables and the Final Work. Consultant agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

3. FEES

3.1 In consideration of the Services to be performed by Consultant, Client shall pay to Consultant fees in the amounts and according to the Payment Terms and Schedule, as set forth in Provision 12 and/or the SOW, attached hereto and incorporated herein by reference.

3.2 In the process of creating and in order to complete the Final Work, Consultant may need to incur expenses including, but not limited to, font licenses, software licenses, stock photography, or other Third Party Materials. Consultant will make every effort to gain written approval for expenses from Client before incurring them. Unless explicitly specified in SOW, such expenses are not included as part of this Agreement and Consultant may request reimbursement by Client.

4. TIMING AND ACCEPTANCE

4.1 Timing. Consultant shall prioritize performance of the Services as may be necessary or as agreed upon by the Parties, and will undertake commercially reasonable efforts to perform the Services. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve and accept the Deliverables in writing (which will then become the Final Deliverables) or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Consultant.

4.2 Acceptance. Client, within 5 business days of receipt of each Deliverable, shall notify Consultant, in writing, of any failure of such Deliverable to comply with the specifications as agreed upon by the Parties, 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 Consultant shall 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 within said stated time period, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

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

- (a) Coordination of any decision-making with parties other than the Consultant;
- (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation; and,
- (c) Final proofreading pursuant to Provisions 4.1 and 4.2.

6. RECOGNITION

Consultant retains the right to reproduce, publish and display the Final Deliverables in Consultant's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the sole purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other's written approval, may 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, but not limited to, Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold and maintain in strictest 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 pursuant to this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, 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 properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Consultant is an independent contractor, not an employee of Client or any company affiliated with Client. Consultant shall provide the Services under the general direction of Client, but Consultant shall determine 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. Consultant and the Deliverables prepared by Consultant 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 in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

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

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Consultant that

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

(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.

9.2 By Consultant.

(a) Consultant hereby represents, warrants and covenants to Client that Consultant will provide Consultant's Services and produce the Deliverables as identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Consultant further represents, warrants and covenants to Client that

- (i) The Final Deliverables shall be the original work of Consultant; and,
- (ii) To the best of Consultant's knowledge, the Final Work provided by Consultant 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.

10. INDEMNIFICATION

10.1 By Client. Client agrees to indemnify, save and hold harmless Consultant 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 any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, Client shall promptly notify Consultant in writing of any claim or suit. Client has sole control of the defense and all related settlement negotiations. Consultant shall provide Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.

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

11. TERM AND TERMINATION

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

11.2 This Agreement may remain effective for Services requested in the future if both Parties agree to continue using it, until explicitly terminated by either Party according to Provision 11.3, or Agreement is superseded by a new Agreement executed by both Parties. Under this provision, new requests for

Services must be of a Time and Materials nature, or be performed under a new SOW executed by both Parties.

11.3 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, or 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 5 days from receipt of written notice of such breach.

11.4 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. TIME AND MATERIALS

Work requested by Client to be performed by Consultant that is not specifically detailed in SOW may be completed under the terms and clauses of this Agreement as Time and Materials Work. Such Work will be tracked by Consultant by recording time worked in hour increments, to be billed within 3 business days of the Client's request, at a billing rate agreed upon by both parties.

13. PAYMENT

All invoices carry Net 14 payment terms (the net amount outstanding on the invoice is due fourteen calendar days after the date of the invoice).

Unless other payment method is agreed upon by both Parties, payment for invoiced services to Consultant are payable only by Interac e-transfer or cash.

If payment by client exceeds the payment period, the Consultant reserves the right to terminate the agreement as of the fifteenth day after the date of the invoice.

14. GENERAL

14.1 Assignment of Work. Consultant may employ Subcontractors to assist in completing Deliverables. Consultant assumes responsibility for all Work created by said Subcontractors and said Subcontractors are bound by all sections and clauses of this Agreement in a manner consistent with Consultant.

14.2 Modification/Waiver. This Agreement may be modified by the Parties, but any modification of this Agreement must be in writing and executed by both Parties. 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.

14.3 Notices. All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified. Notice shall be effective upon confirmation of receipt.

14.4 No Assignment. Consultant shall not 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 Client.

14.5 Governing Law. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the Canada and Quebec without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.


14.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

14.7 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.

14.8 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.

14.9 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.

15. SIGNED ACKNOWLEDGMENT

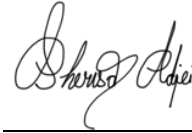


Ismaël Dumerlus

Client

07-02-2020

Date of Signature



Sherisa Adjei

Consultant

06-29-2020

Date of Signature