

## **CONTRACT FOR NEW MEDIA PRODUCTION SERVICES**

This contract is signed and takes effect from \_\_\_\_\_.

**Between:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter "the Client")

**And:** **Ordre vs Désordre** represented by **Anick Giroux**  
250, boul. Albert-Einstein  
Chateauguay, Quebec,  
J6K 4K7  
514-755-7252 (Hereinafter: "th")

(Hereinafter: "the Service Provider")

## Scope of Services

The client wishes to call upon the expertise of the Service Provider through the development of a website, website recast, the opening of their social media and management of is even web mediums in order to recruit on its behalf a professional. (Hereinafter the "New Media Work")

It is agreed as follows:

The Client retains the Consultant on the project described below (Hereinafter: the Project):

Appendices are an integral part of this contract: **A-B-C-D**.

**Regarding the aforesaid Project, the Consultant will be entitled to a fee calculated as follows:**

1. Everything will be paid upon presentation of the invoice or at the end of the day or each week according or the C Appendix to the contract established between the parties.
2. And includes the costs of:
  - a. Number of GST: **852145432**.
  - b. Number of QST: **1026245059**.
3. Fees Costs: **\$50.00/H**
  - a. Fees are payable by:
    - i. By cheque or Money order payable to: **Ordre vs Désordre**
    - ii. By PayPal to: **[ordrevsdesordre@paypal.com](mailto:ordrevsdesordre@paypal.com)**

A penalty of 3% per month on overdue amounts of an invoice, or the maximum amount allowed by law will be calculated based on the amounts for which settlement is overdue. Payments made by the Customer will then be applied first to accrued interest and then to the rest of the outstanding principal. If payment of bills is not regular, the SUPPLIER may suspend the execution of the work.

Understood that the overdue account temporarily suspends the management or the creation of the New Media Work.

**Special clauses**

1. The CUSTOMER will not allow that the documents and work performed by THE Service Provider by virtue of the contract be used as part of another intervention by any person other than THE Service Provider; unless written notice of THE Service Provider.
2. The CUSTOMER may terminate the contract within **2 days** following the signing of this contract, upon simple written notice, by paying the cost of the services rendered then, but without indemnity or damages for the provider on their activities cancelled.
3. The laws in force in Quebec govern this contract. Judicial district of Salaberry de Valleyfield, Quebec, Canada.
4. **Confidentiality and Non-disclosure:** agrees not to communicate, transmit, exploit or otherwise make use for its own account or for others, the information contained in or relating to the execution of this contract. The obligations do not apply to information already disclosed to the public.
5. **Non-exclusive services:** Services provided by the Service Provider are not exclusive to Customer and cannot limit the Services of the Service Provider to other parties.
6. **Intellectual property:** All rights, titles and interests of intellectual property on technology developed by the Service Provider in connection with the execution of this contract, are owned or become the sole property of the Client at the end of this contract.

## APPROVAL PROCESS AND MODIFICATIONS

1. At the end of each of the development phases indicated in Appendices A and B, the Customer has a period of **two (2) business days** for approval or to make changes:
  1. Add or remove
  2. Change
  3. Error correction, omission,
2. If a change request affects the cost or time required to supply and deliver the Services and Deliverables Products, the Parties will agree to a fair amendment, in whole or in part \*, it must notify the Service Provider within said period by email. Under the Appendices A and B, giving useful information and clarifications necessary for an understanding of the points. Without such notice, the work done by the Service Provider shall be deemed approved and made in accordance with the specifications set out in Appendices A and B, and the Service Provider can continue his work.
  1. \*It is understood that the change in the interface will cause fees:
    1. Purchase cost of the interface
    2. Time is \$ 50.00 / H
  2. \* It is understood that the change of the platform will incur costs:
    1. Included item 2.1 and
    2. Purchase cost of the platform
    3. Time is \$ 50.00 / H

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN \_\_\_\_\_,  
THIS \_\_\_\_\_,

\_\_\_\_\_ (The Service Provider)

\_\_\_\_\_ (The Client)

This contract comes into force on the day of signature below.

## **APPENDIX A**

### **THE CONTRACT OF SERVICES FOR NEW MEDIA PRODUCTION DATED**

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#### **WEB SERVICES (New Media Work)**

##### **1. Web design services or web recast**

###### **a. Creation of an informative website:**

- Selection of an interface for the website
- Selection of the typography
- Selection of the color palette
- Selection of the domain name
- Selection of the working platform
- Page creation:
  1. Home
  2. About
  3. Contact us
  4. Confidentiality

###### **b. Creation of an informative website with a blog:**

- Content of point 1.a
- Plus a blog

###### **c. Creation of a boutique website:**

- Content of point 1.a plus
- Page creation:
  1. Boutique
  2. Grocery cart
  3. My account
  4. Conditions of use
  5. Return policy
  6. Preparation time and delivery
- Setting up:
  1. Tax charter
  2. Transportation
  3. Payment method
- Creation of products:
  1. Name
  2. Description
  3. Prices
  4. Image
  5. Barcodes

###### **d. Creation of a boutique website with blog:**

- Content of point 1.c plus
- Blog

**2. Openings of the social media sites:**

- a. Creating and produce the page setup of:
  - Facebook
  - Twitter
  - Google +
  - Tumblr
  - Pinterest
  - Instagram
  - Flickr
  - Linkedin

**3. Website management:**

- a. Updates:
  - Of price,
  - The taxes
  - Novelties.
- b. Remove or delete:
  - Obsolete products
  - Information
  - Services
- c. Correct or add:
  - Informational pages
  - New products and services.
- d. Render reports:
  - Visibility statistics
  - Sales
  - Etc.

**4. Blog management:**

- a. Produce articles or submit content in the form of a blog.
- b. A blog can be:
  - Informative
  - Formative
  - Personal
  - A mixture of the three

**5. Social networks management:**

- a. Updates of social media on a daily basis. Whether to transmit the information contained in the blog or simply to disclose information for greater web presence.
  - (Facebook, Twitter, Google +, Tumblr, Pinterest, Instagram, Flickr, Linkedin.)

**6. Translation Service:**

- a. Content for the creation of the website, for blog articles or social media.  
French / English.

**7. Training when handing the website:**

- a. Website management
- b. Blog
- c. Social media

## **APPENDIX B**

### **THE CONTRACT OF SERVICES FOR NEW MEDIA PRODUCTION DATED**

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#### **DELIVERABLE PRODUCTS: Timelines of deliveries**

The Services Provider shall deliver the deliverable products to the Customer in \_\_\_\_\_ phased delivery as follows:

<b>Deliverable products</b>	<b>Description</b>	<b>Delivery (day-month-Year)</b>
Platform	Selection of the platform according to the type of site	In the first week
Domain name	Selecting the domain name	In the first week
Interface	Selection of the interface according to the type of site and depending on the platform	In the first week
Typography	Selection of typography	In the first week
Color palette	Selection of the color palette	In the first week

<b>Phase 1 Application for Approval</b>	<b>FR</b>	<b>EN</b>	<b>Following the creation of the site without content</b>	<b>At the end of the first week</b>
About page			Formatting of the page	In the second week
Contact us page			Formatting of the page	In the second week
Privacy page			Formatting of the page	In the second week
Blog page			Formatting of the page	In the second week

<b>Phase 2 Application for Approval</b>	<b>FR</b>	<b>EN</b>	<b>Following the creation of the site with fixed pages</b>	<b>At the end of the second week</b>
Facebook opening			Formatting of the page	Into the 3-4 weeks
Twitter opening			Formatting of the page	Into the 3-4 weeks
Google + opening			Formatting of the page	Into the 3-4 weeks
Tumblr opening			Formatting of the page	Into the 3-4 weeks
Pinterest opening			Formatting of the page	Into the 3-4 weeks
Instagram opening			Formatting of the page	Into the 3-4 weeks
Flickr opening			Formatting of the page	Into the 3-4 weeks
Linkedin opening			Formatting of the page	Into the 3-4 weeks
Shop page			Formatting of the page	Into the 3-4 weeks
Grocery cart page			Formatting of the page	Into the 3-4 weeks
Taxes charter Page			Formatting of the page	Into the 3-4 weeks
Transportation Page			Formatting of the page	Into the 3-4 weeks
Payment method page			Formatting of the page	Into the 3-4 weeks
My account page			Formatting of the page	Into the 3-4 weeks
Conditions of use page			Formatting of the page	Into the 3-4 weeks
Return policy page			Formatting of the page	Into the 3-4 weeks
Preparation time and delivery page			Formatting of the page	Into the 3-4 weeks
<b>Phase 3 Application for Approval</b>			<b>Following the creation of the site with fixed pages, social media and shop</b>	<b>At the end of the 4th week</b>
Product or service page			Formatting of the product or service page	
<b>Phase 4 Application for Approval</b>			<b>Suite à la remise du site</b>	<b>At the end of the project</b>

1. Note: The time will be double duration if translation services are necessary.
2. Note: The time will quadruple in duration if the content is to be composed.

## **APPENDIX C**

### **THE CONTRACT OF SERVICES FOR NEW MEDIA PRODUCTION DATED**

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#### **SERVICES AND PRODUCTS DELIVERABLES: Payment Schedule**

**WHEREAS** the Service Provider and the Client agree to evaluate the Services and Products Deliverables to the total amount of \_\_\_\_\_, excluding applicable taxes;

**WHEREAS** the Client will perform \_\_\_\_\_ payments covering the whole of its commitment to the Service Provider;

Payments will be spread as follows:

<b>Payment date (day-month-Year)</b>	<b>Amount paid (before applicable taxes)</b>
25%	At the contract signing
25%	At the end of the second phase of approval
50%	At the delivery of the website

## **APPENDIX D**

### **THE PRODUCTION OF NEW MEDIA SERVICES AGREEMENT DATED \_\_\_\_\_**

#### **DELIVERABLE PRODUCTS: Timelines of deliveries**

The Customer shall deliver the deliverable products to the Service Provider in \_\_\_\_\_ phased delivery as follows:

<b>Deliverable products</b>	<b>FR</b>	<b>EN</b>	<b>Description</b>	<b>Delivery (d-mth-Yr)</b>
Contents of the home page - English			Picture, photo, slide, particular welcome text, company logo	
Content of about page			Text & image	
Page content contact us			Word of thanks, full address, email address, phone number, fax, contact person	
Content of the Privacy page			Text & image	
Blog Content			Text & image	
Contents of the page conditions of use			Text & image	
Content of the policy return page			Text & image	
Content of the time and delivery page			Text & image	
Page content of the Sales tax chart			Text	
Page content of the transportation			Text	
Page content of the payment method			Text	
Content for the creation of products			Title (product name), description, price, image and barcode.	