



PROJECT TERMS AGREEMENT FOR DESIGNER BUSINESS ACCOUNTS

Client ("Client") is advised to refer to the following terms agreement **before** engaging In Style Exchange ("The Company") on customized business services, product development and manufacturing projects.

INITIAL SCOPE DISCOVERY CONSULTATION FOR NON-IOT, NON-WEARABLE PROJECT

A fee-based consultation is required for us to understand the project's scope. We cannot offer quotes and estimates without an analysis of requirements. The initial consultation is \$500/session with 2-hour on site or Zoom plus up to 4- hour email communication.

WEARABLE, NFT, DIGITAL FASHION & OTHER INNOVATIVE BUSINESS CONCEPT

New account must submit business information, valid tax id to us for account set up. All payment terms subject to credit approval and is in the sole discretion of The Company. **The initial non-refundable project deposit of \$10,000.00 (TEN THOUSAND USD)** to start engagement is required for all new startup businesses or innovative concepts in the start-up stage. For example, if you need a prototype for crowdfunding, the initial non-refundable deposit applies. Deposit must be paid by the Client prior to the start of any work engagement. The non-refundable initial project deposit may cover up to 40-hour of concept analysis and assistance in sourcing to creating a plan. Payments must be made via invoice x QuickBooks. Initial here: _____ [initial]

ACTIVE ACCOUNT STATUS

Client must have an on-going project engagement relationship with us to remain as an ACTIVE account. **60-day of inactivity will result in Client's automatic acknowledgment to forfeit all materials and its ACTIVE status**, Client must reimburse The Company any termination fees if written notice is not given to The Company 60-day in advance before project termination or close-out/pick-up of materials. Deposit made to engage the Company for its services is non-refundable and is NOT eligible for charge back. If the project does not maintain an ACTIVE status, the client account closes automatically after 60-day. A renewal fee of \$500 is required for re-engagement towards project analysis and for new work proposal. All proposals expire in 15 days.

PRODUCT DEVELOPMENT AND PRODUCTION

The cost for product development may include prototypes, which are work-in-progress/proof of concept. Upon the analysis of project scope after the initial consultation, a proposal may be furnished where applicable. Product development is a creative and iterative process, any service fees incurred are non-refundable and **all work-in-progress samples are proof of concept, and they are not final products**. We do not warrant marketability of any concept. Client is responsible for and is a willing participant in materials and time during the engagement period with The Company. Client is responsible to reimburse The Company any additional time, materials and handling fees incurred where applicable for the duration of engagement, and post-termination requests. **Pre-production grading and marking are billable work prior to production** and must be paid in full before production begins. Our minimum stock production quantity varies depending on the complexity of the designs and the target quality and price requirements. All consulting, design, sourcing and product development, pre-production services are billed on a retainer deposit, due in full at the start of each project or phase. **All deposits are non-refundable, fraudulent charge backs will result in debt collection.** All productions require a 75% (if The Company only cuts and sews) or 100% (if The Company buys materials) deposit due upon the acceptance of the Proforma (cost of production invoice) and any remaining balance is due **before** any shipment is dispatched. Upon the receipt of payment on the balance, tracking number(s) will be submitted to Client for record. Client must have adequate business insurance, and must pay for all shipping and handling fees including repairs if items were not defective per industry standard and tolerance.

PROFESSIONAL SERVICES & PROJECT MANAGEMENT

The creative services that require research (R&D), creative design and our project management fees **start** at \$250.00 an hour and up. Based on the Client's requirements, **The Company's team will submit a proposal with estimated work hours and the final deliverables projected**. Once the proposal is approved and accepted, the Client will pay retainer in full prior to the start of each product development project. **Project management fee for each season/collection or each job starts at \$250/hour** per project for material handling, scheduling, and management of quality control. Production markers for cutting are billable items per production and must be paid in full before production. Production is a job order when product inventory is being created.

LEAD TIME/RUSH ORDER

Lead-time for each collection is a minimum 8 to 12-month out for design and product development. Some product development projects may require additional time. On demand and rush surcharges may apply to all rush order requests of a delivery lead-time of less than 12 weeks. Production orders delivery schedule varied based on availability of resources, both materials and labor. Change of project scope will push all timeline out and must be pre-agreed mutually. Please note that it is common for materials to discontinue, to arrive late, please plan accordingly for all orders to be fulfilled for Client's own business schedule. Negotiated partial deliveries are common optional solution and both parties win in the partnership.

SHIPPING, HANDLING, TAXES & SPECIAL PACKING

The Client is responsible and must pay all shipping and handling fees, any applicable taxes, duty, and special packing supplies. Handling fee starts at \$100/hour. All final pick up must be scheduled a minimum of 60-day before any exit date/time could be confirmed. Please initial: _____ [initial]

CHANGE REQUEST & DELAY & EARLY TERMINATION

Client may submit a Change Request, in the form of a well-defined and written email, or approved form of written communication if Client wishes to make any reasonable changes to an ongoing project's specifications. Client should be aware that during product development or production, **any changes will affect the cost of the project, plus delay on delivery time.** Any change requested by the Client must be made no later than 15 business days before the start date of each job or task, and The Company reserves the right to reject or accept any change request by the Client. The Company, in good faith, will alert the Client of any delays or unforeseen changes that are out of our control.

MUTUAL CONFIDENTIALITY/NON-DISCLOSURE

The Company agrees to hold copyrighted, confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes; confidential information shall not be used for any other purpose or disclosed to any third party without consent of each party involved. Each Client's project is inherently treated with equal level of confidentiality by all the members of The Company's team, and Client agrees also to hold all confidential information regarding The Company's proprietary information, and trade secrets in whole and in strict confident.

ACCEPTANCE/TOLERANCE/INSURANCE

All finished goods will be completed within acceptable tolerance of industry practice: 5 to 10 % variance on specifications. Tolerance means that no 2 items will be completely identical in all measurements. **Quality may vary based on materials. The client is advised to follow care instructions recommended where applicable.** Client must understand variations in specifications are part of the manufacturing process. Product development is a creative process. All professional services requested by the Client are non-commodity transactions. Refund requests on work and service performed are prohibited due to the customization nature of projects. Client must sign off all deliveries within 7 business days from their receipt of goods, or lack of. In the absence of communication from the Client means acceptance of deliveries. For production deliverables, the Client has 7 business days to file a claim to dispute any discrepancies, and the Company will work with the Client toward a resolution within a reasonable timeframe. **Client must carry adequate business insurance for Client's own business and shipments. A Certificate of Insurance (COI) may be required of Client before production(s).**

MATERIALS STORAGE & HANDLING

Materials may subject to storage fees at \$750/month not to exceed 8x8 sq. ft or 1500 lbs of materials. No materials from any of The Company's warehouses should be removed without a 60-day advanced written notice to and with the consent of The Company. Lack of or in the absence of communication means The Company can remove all unclaimed materials after 60-day.

SHORTAGES OR OVERAGES

Although we endeavor to get you exactly what you need on your orders, overages are billable, shortages may be replaced.

JURISDICTION

Any disputes between you, the Client and **Green Neurons Design and Technologies d/b/a In Style Exchange** are governed by the laws of the state of Texas, USA.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of third-party subcontractors, and shipping carriers, under this Agreement, provided that, the party experiencing the difficulty in meeting obligations shall give the other party prompt written notice, with full details following the occurrence of the cause of delay or failure.

Client signs and acknowledges the receipt and review of this terms/policy agreement:

COMPANY NAME: _____

PRINT CLIENT NAME: _____

SIGNATURE OF CLIENT: _____ **Title:** _____ **Date:** _____