MASTER SERVICES AGREEMENT

Website Design and Development Services

This Master Services Agreement ("Agreement") is entered into as of March 3, 2025 (the "Effective Date") by and between Northwind Pastries Inc., a corporation having its principal place of business at 482 Rue Sainte-Catherine, Montreal, Quebec ("Client"), and Brightfox Studio Ltd., a corporation having its principal place of business at 75 King Street West, Toronto, Ontario ("Provider"). The Client and the Provider may each be referred to as a "Party" and collectively as the "Parties."

1. Services

The Provider shall design, develop, and deliver a marketing website for the Client (the "Services"). The deliverables shall include:

(a) a brand and design system, including a color palette, typography, and logo usage guidelines;

(b) a responsive marketing website of up to twelve (12) pages;

(c) a content management system allowing the Client to edit page content without code; and

(d) up to two (2) rounds of revisions per deliverable.

2. Term and Renewal

This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months. It shall automatically renew for successive twelve (12) month terms unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

3. Fees

In consideration of the Services, the Client shall pay the Provider a fixed fee of CAD $24,000 (the "Fee"). A deposit of thirty percent (30%), equal to CAD $7,200, is due upon signing of this Agreement. The remaining balance shall be paid in three (3) equal installments of CAD $5,600 each, invoiced upon delivery of each milestone.

4. Payment Terms

All invoices are payable within thirty (30) days of the invoice date (Net 30). Amounts not paid when due shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower.

5. Expenses

The Client shall reimburse the Provider for reasonable, pre-approved out-of-pocket expenses at cost. The Provider shall not incur expenses exceeding CAD $1,500 in the aggregate without the prior written approval of the Client.

6. Intellectual Property

Upon receipt of full payment, the Provider assigns to the Client all right, title, and interest in the final deliverables created specifically for the Client under this Agreement. The Provider retains ownership of its pre-existing materials, tools, and know-how, and grants the Client a perpetual, non-exclusive license to use such materials solely as incorporated into the deliverables.

7. Confidentiality

Each Party shall keep confidential all non-public information disclosed by the other

Party and shall use it only to perform this Agreement. This obligation survives for three (3) years following termination of this Agreement.

8. Warranties

The Provider warrants that the Services will be performed in a professional and workmanlike manner. The Provider shall correct, at no additional charge, any defect reported in writing within thirty (30) days of delivery of the affected deliverable.

9. Limitation of Liability

Neither Party shall be liable for any indirect, incidental, special, or consequential damages. Each Party's total aggregate liability under this Agreement shall not exceed the total Fees paid by the Client in the twelve (12) months preceding the event giving rise to the claim.

10. Termination

Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within fifteen (15) days of receiving written notice. Upon termination, the Client shall pay the Provider for all Services performed through the termination date.

11. Governing Law

This Agreement is governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict-of-law principles.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions. Any amendment must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For the Client: Northwind Pastries Inc.

Name: _____ Title: _____ Date: _____

For the Provider: Brightfox Studio Ltd.

Name: _____ Title: _____ Date: _____

This is a fictional sample document created for demonstration purposes only. All names, companies, addresses, and figures are invented and do not represent any real agreement.