

SERVICE AGREEMENT

Parties to the Agreement

- Hiilite Creative Group Inc., a company registered in the Province of British Columbia ("HIILITE")

- AND _____, a company registered or principal ("CLIENT").

Scope of Work & Project Fees

The parties to this agreement hereby agree to a contract for professional services whereby HIILITE will perform professional services on behalf of CLIENT.

The scope of work shall be as detailed in proposals and estimates and other written communications between the parties.

Estimates provided for projects with a value of \$1000 or more shall be considered fixed price quotations for the scope of work detailed. 50% of project must be paid as a non-refundable deposit prior to start of project with the remaining amount to be paid in full at the launch of project.

Estimates provided for other projects and tasks shall be non-binding and billing shall reflect time worked on such projects and tasks. The billing rate applicable shall be a 'blended rate' of \$150/hour for time spent working on behalf of client by HIILITE's directors, employees and sub-contractors.

Such work may include: concepts and consultation; design and implementation; project management including meeting attendance; production management; programming; writing, training & documentation.

Payment Schedule

In general HIILITE shall invoice for work performed on a monthly basis. An alternative payment schedule may be detailed in estimates.

Regardless of such payment schedules, HIILITE reserves the right to issue progress invoices at any time to reflect work performed to that date. Progress invoices may be based on time worked or achievement of project milestones.

Late payments will be charged a 5% late penalty every 30 days. Please pay your bills on time.

Disbursements

After approved disbursement amount is agreed upon by CLIENT, HIILITE is then authorized to make purchases on behalf of CLIENT as they relate to the completion of projects. Disbursements for such purchases are not included in our fees.

Such disbursements shall be detailed separately in estimates and are subject to variance due to changes in supplier prices, exchange rates etc.

Disbursements may include printing, stock photography, custom photography, media (advertising) purchases, code libraries etc.

Invoices for disbursements in excess of \$500 will be issued in advance of, or immediately upon such purchases and will be due upon receipt.

Disbursements, when paid by HIILITE on behalf of CLIENT are subject to a 10% administrative fee. CLIENT shall have the option to be billed directly by suppliers, and settle such accounts directly with suppliers.

Disbursements paid by HIILITE in a foreign currency will be converted at the applicable 'cash rate' which is the Interbank rate

Taxes

Applicable taxes such as GST shall be added to our fees and are not included in estimates unless noted otherwise

Travel

When required and authorized by CLIENT travel shall be billed to CLIENT at \$0.53/kilometer for road travel and at-cost for air travel, Travel time will be billed at 50% of hourly rates. Per-diem shall be a maximum of \$100. CLIENT shall provide hotel accommodation in the event of overnight stay being required.

Authorizations and Approvals

As part of this agreement HIILITE will produce electronic files for production as per instructions from CLIENT. While we will endeavor to avoid errors and bring to CLIENT's attention any errors that we notice, CLIENT is responsible for approval of proofs, proof reading and errors.

All work delivered to CLIENT should be considered accepted unless the CLIENT notifies HIILITE to the contrary within 48 hours.

Indemnity

HIILITE shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights are infringed.

CLIENT warrants that all content and other materials provided by CLIENT to HIILITE for use in fulfilling this agreement are provided legally and without infringement on third party intellectual property rights. CLIENT shall indemnify HIILITE against any claims resulting from such infringements.

Intellectual Property

Intellectual property (IP) in all work created by HIILITE and accepted by CLIENT is hereby assigned to CLIENT upon settlement of relevant accounts. Such IP remains the property of HIILITE until such time. HIILITE retains all IP in unused concepts and designs. HIILITE will provide electronic files for any and all work created for CLIENT upon request subject to their account being in good standing. HIILITE reserves the right to charge a de-archiving fee for the retrieval of electronic files from archives over 1 year old. It is understood by CLIENT that HIILITE is unable to assign intellectual property in items that HIILITE uses under license. Such items may include stock photography, illustrations, fonts and code libraries.

Moral Rights

HIILITE retains its moral rights as author of all works created under this agreement and as such may use work created under this agreement for its own promotional purposes (e.g. in its portfolio).

Dispute & Governing Jurisdiction

This agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Confidentiality

The parties will treat as confidential and will not, without the prior written consent of the other party, publish, release or disclose or permit to be published, released or disclosed, either before or after the expiration or termination of this Agreement, any confidential information supplied to, obtained by, or which comes to the knowledge of either party as a result of this Agreement.

Termination

CLIENT may terminate this Agreement at any time by giving notice in writing to HIILITE as a 30 day notice to stop services. HIILITE may terminate this Agreement at any time by giving notice in writing to CLIENT. Upon termination of this Agreement, HIILITE shall cease to deliver any further services.

CLIENT shall be under no obligation to HIILITE other than to pay HIILITE, upon receipt of an invoice, for work completed to the date of termination. HIILITE shall be under no obligation to CLIENT other than to provide electronic files after the settlement of relevant accounts. If CLIENT chooses to terminate the agreement early, CLIENT is still responsible for payment of any work completed by HIILITE. CLIENT should be aware that if a payment schedule has been agreed upon, the CLIENT is still responsible for full payment.

Non-Solicitation

The CLIENT undertakes that is shall not directly or indirectly, for the Term and for twelve (12) months after the date of termination of this Agreement, solicit any HIILITE employee for the purposes of offering employment, unless expressly approved by HIILITE in writing.

Automatic Credit Card Billing Authorization

All Hiilite clients are required to setup automatic credit card billing. Complete the Credit Card Information section below. All requested information is required. Upon approval, we will automatically bill your credit card for the amounts indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

CREDIT CARD INFORMATION

CARD TYPE: VISA MASTERCARD

CARDHOLDER NAME: _____

CARD NUMBER: _____

EXPIRATION DATE (MM/YY): _____

SECURITY NUMBER (CVV): _____

CREDIT CARD BILLING ADDRESS:

CARDHOLDER POSTAL CODE: _____

Miscellaneous

This Agreement may be modified by mutual consent. This Agreement shall supersede any previous arrangements of any kind between the parties, and such agreements are hereby terminated.

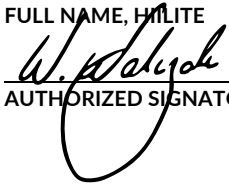
AGREED ON THIS DAY, _____

FULL NAME, CLIENT

COMPANY NAME, CLIENT

AUTHORIZED SIGNATORY, CLIENT

W. Walczak, CEO
FULL NAME, HIILITE


AUTHORIZED SIGNATORY, HIILITE