

TAO PUBLISHING  
TAO MEADOWS  
TAO PRECISION  
TAO LEARNING  
TAO LOGISTICS  
TAO FINANCES  
TAO GETAWAY  
TAO LIFESTYLE  
TAO MENTOR  
TAO DREAMS  
TAO STUDIO  
TAO SPACES  
TAO GOODS  
TAO MEDIA  
TAO MUSIC  
TAO CYBER  
TAO LEGAL  
TAO LOGIC  
TAO STAFF  
TAO MGT.

**TAO**  
**MEDIA.**

NEW YORK  
CREATIVE  
AGENCY

DESIGN PROPOSAL  
ADVERTISING AND  
MEDIA PRODUCTION

VALID UNTIL  
SUMMER 2019



WE ARE  
**MASTER STORYTELLERS**

The solution brands seek when they want to make a difference in the world.

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OVER 20 YEARS  
EXPERIENCE

TAO MEDIA.



AIRIKAI  
*Sacred Arts*

# POWERFUL MEDIA ANALYTICS



**RICH DASHBOARDS**  
EMBED DATA FROM MULTIPLE SOURCES  
FOR A DYNAMIC COCKPIT SHOWCASING  
YOUR MEDIA  
*STRATEGY AND IMPACT*

We curate the entire big data experience by creating funnels to track engagement, collect data, and manage statistical visualizations.

We then embed this data into rich user interfaces that automatically update seamlessly. You can securely embed this data directly into your existing operations interface or rely on us to deliver measurements along with on-going consulting.

We customize your dashboards for each sales target and can create a personalized dashboard with endless possibilities.

Combined with artificial intelligence and machine learning, our dashboard solutions keep your operations ahead of the competition and on budget.

## SEAMLESS INTEGRATION

Our platform integrates easily with your existing business environment allowing you to adopt analytics and reporting capabilities. Tao Media consultants can also help you in leveraging our intuitive tools to embed interactive visuals in your applications easily.

## BUSINESS INTELLIGENCE

LUIS AI INTEGRATION

MARISA BOT FRAMEWORK

ERP REPORTING

SECURE PUBLISHING

HIGHLY SCALABLE AND DYNAMIC

# GOVERNMENT IDENTITY SERVICES



## CIVIL DESIGN Energy Planning & Ideation

Tao Media approaches cities with a vast perspective of energy consumption across all mediums. We visualize the fabric of society and guide it in a new direction with our strategic planning department by forecasting 100 year marketing plans.



## FISCAL IDENTITY Federal Financial Strategy

Our fiscal department has relations in the design, printing, and strategic branding of currencies and the social structure they rely on. We provide full identity packages with strong social adoption for citizens with our innovative approach to this sector.



## RECEPTION OF PRESS Political Media Relations

With over 15 years of experience in Political Identity, we personify patriotism through traditional media along with impactful viral campaign tactics for deep market penetration and effective social integration.



## CULTURE & TOURISM International 8K Production

Tao Media creates all media needed across audio, visual, and tactile experiences. We bring a brand to life with our international teams with award-winning designs and state of the art equipment.

# OUR EXPERIENCE

IN ASSOCIATION WITH



**MATTHEW HACKNEY**  
Chief Executive Officer

A renaissance style entrepreneur and influencer who has created engagement campaigns for corporations and startups alike.

He spends his time curating team development and has a client portfolio exceeding \$150 billion in assets.



**ZAIN SULTANI**  
Chief Marketing Officer

A leader in discovery, development, and operations who not only advises on the scope of work, but executes and delivers for a global market.

Mr Sultani oversees client relations and our administrative duties.



**SAM CHAUDHRY**  
Creative Director

Over 10 years leading dozens of teams while shaping international corporations.

He is an award-winning visionary. Sam is a futurist and a shaman of design with a specialty in fiscal identity and enterprise brand strategy.

# CASE STUDY: STATE OF OHIO



## FIND IT HERE CAMPAIGN

During 2015-16, the State of Ohio worked in unison with Tao Media to create a new branding campaign. We handled audio and video production across the state, brand identity, and storyboarding for a state-wide campaign to be launched a year later. The results speak for themselves.

## CITY CAMPAIGNS

During 2016, we traveled across the state of Ohio to film dozens of cities in partnership with NLC, NACo, and other political organizations.

We rebranded entire communities to give visitors and locals a reason to interact and appreciate the surroundings by turning a city into a story and a community into a family.

## RECORD GROWTH

Ohio attracted a record 212 million visits in 2016.

Visits to the state in 2016 increased 2.4% over the year before.

Direct visitor spending also increased, to an estimated \$34 billion in 2016, **an increase of \$1 billion from 2015.**

Mary Cusick, director of TourismOhio, attributed part of the visitation growth to the state's new branding and advertising campaign, which launched in March 2016. The \$5 million campaign promoted the new "Find It Here" brand developed in unison with Tao Media during 2015.

We have years of experience filming beautiful locations on an international basis and changing the community impact possible.





We reverse the roles in life to allow the inexperienced to experience. To allow the student to teach. Forget schedules, forget deadlines, and focus on the side of a learning, creativity, and development where you embrace mistakes, blend cultures, and thrive together.

Each business partner owns a focus hive with an open invitation for you to participate on a remote international team, managed by industry leaders. Contribute your strengths, watch hives grow, and cheer on others while they tackle tasks in a fail-safe environment.

WORK IS OUR PASSION  
LIVE BY THE BUSHIDO CODE  
HARD WORK IS A HABIT  
HAPPINESS IS OUR CULTURE  
HIVE MENTALITY

Yes, everyone has used office before, but not like this! Get access to all the tools and work directly with masters of the software. This will boost your productivity and show you how large companies can be so successful.

We are innovative with Office and you can join



Hive Masters as they create artificial intelligence, Power BI dynamic charts, machine learning algorithms, or simple harmony across the entire app suite for business success.

Focus Hive has assignments, quizzes, reading material, and software all in the cloud where you really enhance your remote working experience and ability to automate redundant tasks.

Work is a lifestyle for us. We have flexible schedules, though we find satisfaction in quality craftsmanship, excellency in our products, and collaborating with those who go above and beyond to deliver amazing results.



FOCUS HIVE

# CORPORATE IDENTITY SERVICES



## CONSUMER INFLUENCE

## GLOBAL BRANDING INITIATIVE

Master storytellers and influencers, we are the solution brands seek when they want to make a difference in the world. We consult and create for top brands in digital branding, event strategies, and social engagement. Our diverse skills allow us to oversee entire marketing departments in-house or as a partnered agency for hire.



## COLLABORATIVE DESIGN

## SOCIAL ENGINEERING SPECIALISTS

We blend all types of media together for an immersive experience across web, film, audio, print, billboard, trade booth, and any other type of format our clients can think up. We love to bring art to the business space whether we are designing for enterprises or startups.

We are partnered with media influencers around the world and engage in exciting events, and interactive strategies to expand companies in multiple markets. With our unique approach of combining the tactile world with the digital, we are able to influence many demographics on an international scale.

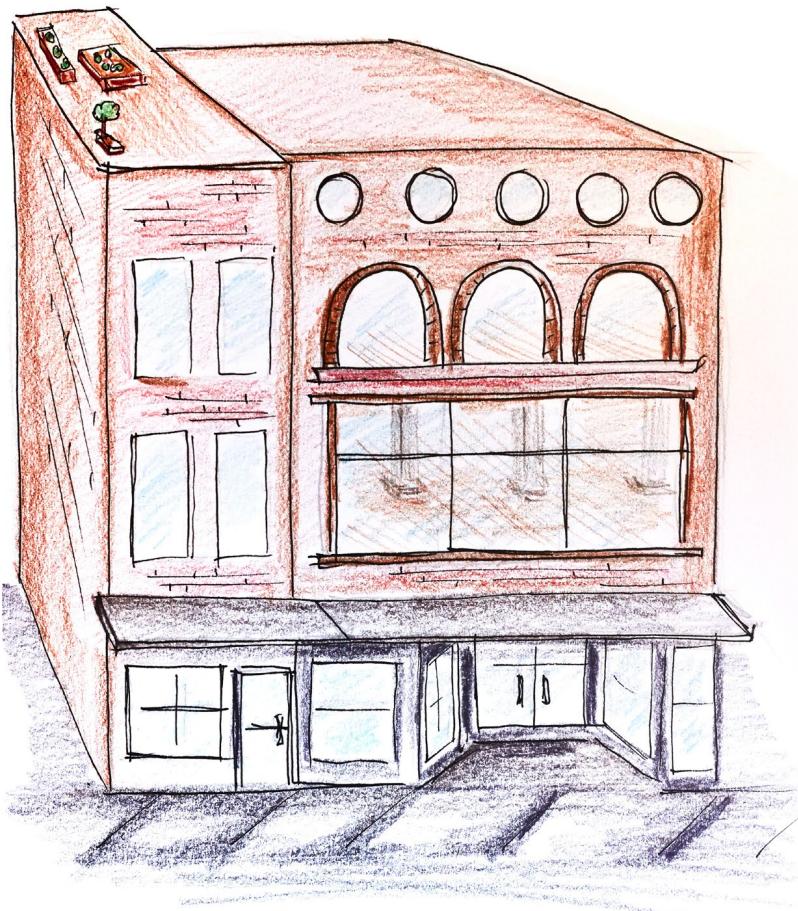
# SPACE DESIGN

## ■ Design of Duality

Over 10,000 square foot of space with an Academic community facilitating its existence. Located in the heart of Marietta, each floor is open to the public for various business services while managers of each business are given apprentices who attend our Fine Arts Academy.

These apprentices train with our faculty to facilitate the operation of small shops, movement studios, and to work remotely for larger corporations.

Our shower facility doubles as a spa, our cafeteria doubles as a Bistro, and our residency doubles as a B&B. Both of our ballrooms host classes for our students, yet also serve as venues for weddings, events, and film studios to increase Fine Arts in the Mid-Ohio Valley.





## Sacred Arts & Design Academy

In our academy, we follow ancient wisdom with leaders such as Da Vinci, Lao Tzu, Fibonacci, Jesus, Buddha, and more. We've been teaching for over 20 years and now have a vast online library of books, DVDs, and curriculum that will be used in our Academy.

In our courses, students have online access to our material and they may use our art studios and ballrooms as they master movement and the arts.

Our entire program is designed around the idea that we all must give back to society in order to achieve enlightenment. We teach this through fun activities such as gardening, dancing, modeling,

and community involvement. From complete silence to pure light, we teach the essence of life.

In science we call it energy, in religion we call it spirit, on the streets we call it vibes, and in yoga we call it Om. Whatever you call it, we encourage students of all walks of life to trust it, follow it, and awaken it. When you awaken yourself to the Om, you will understand energy, business, love, and all else in between on a whole new level. This is best explained as a vibration that sends sensations to all parts of your body, mind, and spirit.

Our academy explores this through music, touch, words, tastes, and all other senses.

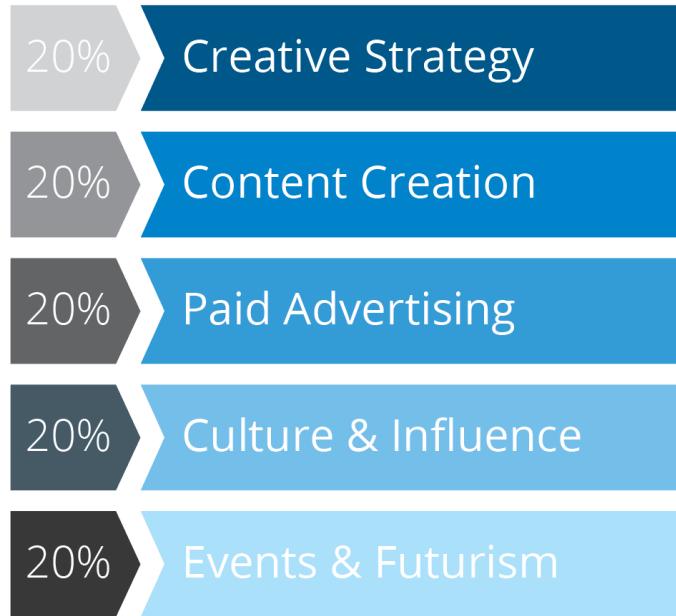


### Movement Coaching

**Our faculty is comprised of world class movement coaches who offer classes, workshops, and media production on the art of movement. It is through the movement of the body that we awaken all other parts of our being. These classes & production material are the centerpiece for our financial structure as students follow us around the world to learn of our innovative program. With over 10 million videos watched, 700,000 books sold, and thousands of attendees at our workshops, our new headquarters in Marietta, Ohio will give our faculty a new home to produce more material for our students and apprentices alike.**

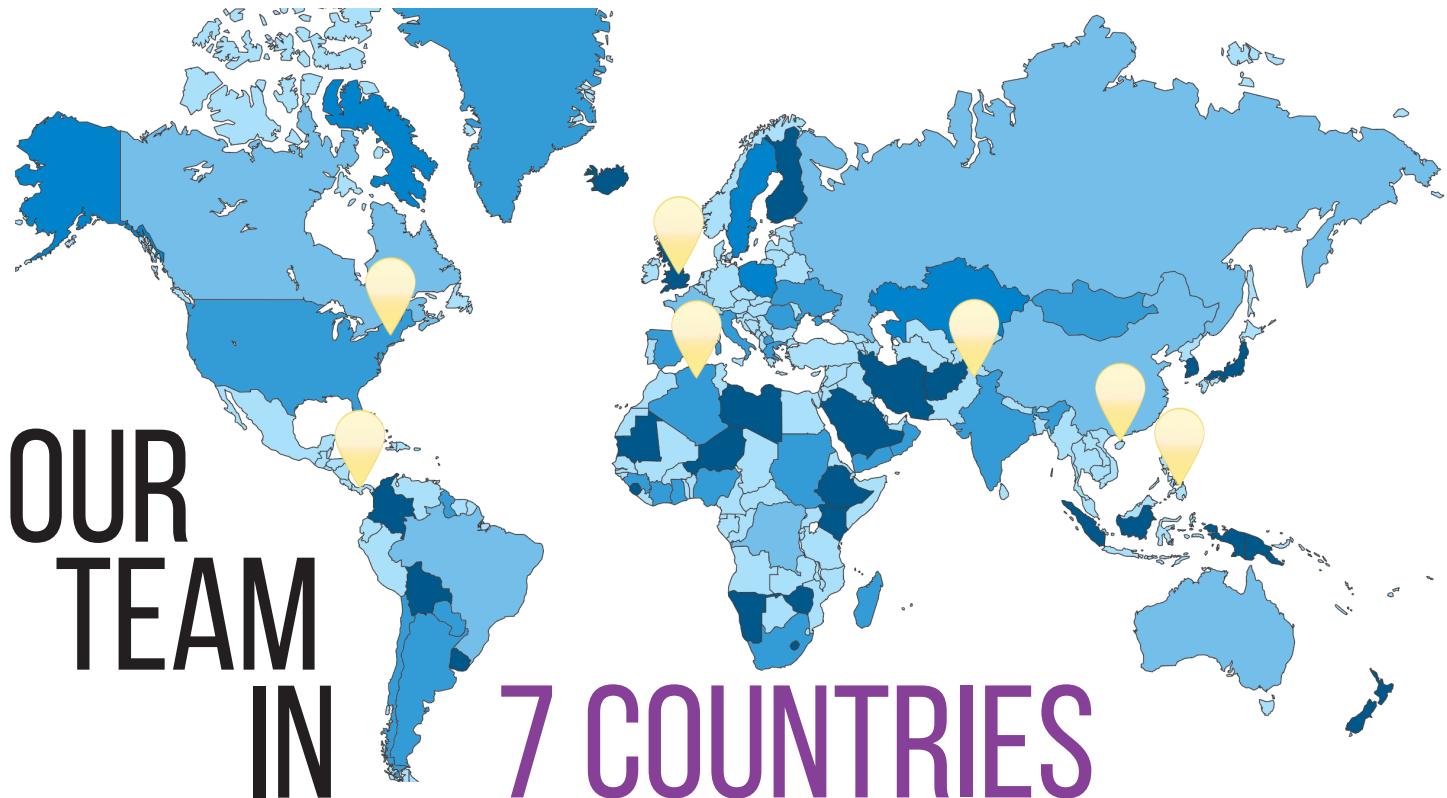
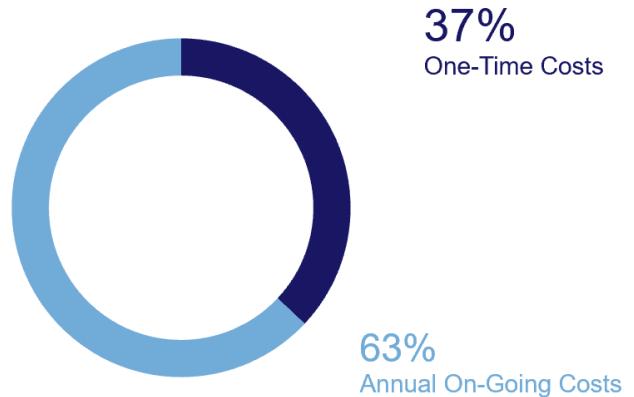


# GLOBAL STRATEGY



## BUDGET BREAKDOWN

ONE-TIME COSTS VS. ON-GOING COSTS



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TAO**MEDIA.**





We are renaissance artists  
who know no boundaries.

# CONTENT CREATION

## DESIGN IS IN THE DETAILS



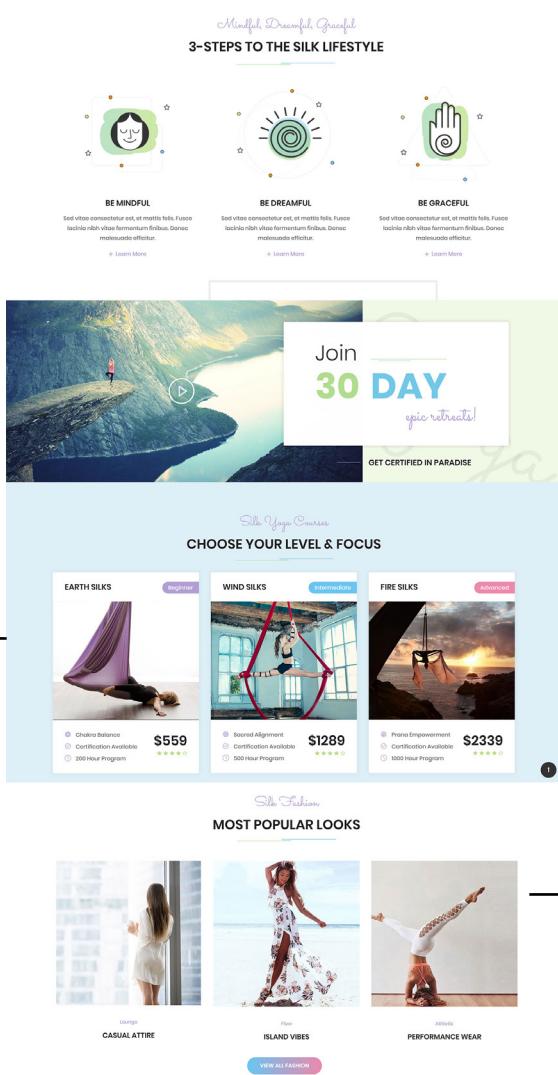
Marketing allows us to  
coach society to embrace  
new trends and build new  
habits.



A SIGNATURE COLOR  
CAN BOOST BRAND  
RECOGNITION BY  
**80%**

**97%** OF  
MARKETERS ARE  
USING PRESCRIPTIVE  
CONTENT, OR  
CONTENT THAT  
OUTLINES A FORMULA  
FOR SUCCESS.

72 PERCENT OF  
MARKETERS SAY  
BRANDED CONTENT IS  
MORE EFFECTIVE THAN  
ADVERTISING IN A  
MAGAZINE.



**80%** OF CONSUMERS  
SAID “AUTHENTICITY  
OF CONTENT” IS THE  
MOST INFLUENTIAL  
FACTOR IN THEIR  
DECISION TO BECOME  
A FOLLOWER OF A  
BRAND.

4X AS MANY  
CUSTOMERS WOULD  
RATHER WATCH  
A VIDEO ABOUT A  
PRODUCT THAN READ  
ABOUT IT.

By 2021, GLOBAL  
RETAIL ECOMMERCE  
SALES WILL REACH  
**\$4.5 TRILLION.**



**ABRACADABRA**  
ORIGINATES FROM THE  
ARAMAIC WHICH LITERALLY  
TRANSLATES TO  
*I CREATE AS I SPEAK*

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A young and thriving content creation company with industry connections, passionate talent, and uplifting designs - we bring a new zest to creativity for brands in all areas. We have been in the industry over twenty years with the same crew.

We have designed for many fun brands in health and wellness, retail and skin care, fashion, and so much more.

Our approach is unique and we have worked as an international team using hi-fidelity mockups to communicate our ideas back and forth.

It's exciting to work with us as we give samples of our ideas on a daily basis to keep the momentum always moving forward and the brand awareness always fresh and fruity.

## WHAT WE BELIEVE

We follow ancient wisdom and use sacred designs to remind consumers where happiness originates. We believe better science and better art deliver better outcomes to our clients in the media moments that matter most. We are a creative media agency, committed to blurring the lines between vision and creativity, between data and content.

## WHAT WE DO

ENHANCE THE EXPERIENCE

TELL YOUR STORY

LEAD BRAND AWARENESS

UX/UI DESIGN

CONTENT CREATION

# OUR MEDIA SERVICES



## BRAND DESIGN

Identity Starts with Us

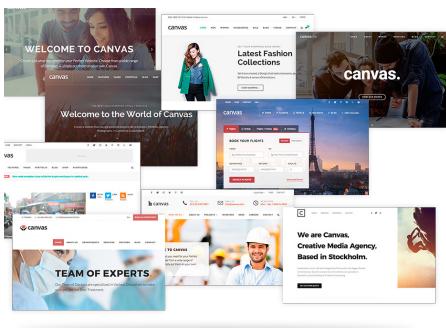
Coming up with an idea is for the founder. Carrying that idea across all products and telling a story without words is where we step in. Leave the color theories, item placements, and styles guides to us while you spend your time coming up with your next innovative idea.



## CONTENT CREATION

Focus on Awareness

Showcasing content is our specialty. Whether you own a restaurant, amazing software, or are starting a lifestyle brand - we have the expertise to put you in the spotlight and bring attention to your products and services. We start with great lighting and end with a great story.



## WEB DESIGN

Digital Media Specialists

We know a thing or two about the world wide web. We create simple and compelling sites that scintillate and excite.

We also partner with an amazing team for cyber security, admin, and all the other important elements.



## UX DESIGN

We Speak Hi-Fidelity

Design starts in the mockup. We appreciate great sketches and turn them into masterpieces in no time.

If you like seeing ideas come to life and staying on budget in the art department, then let us guide your user experience with our creations.

# CASE STUDY: BISTRO 125



Bistro

1 2 5

## RESTAURANT CULTURE

The food industry is difficult to break into, and even harder to stay relevant. Our client knew it would be hard to convince die-hard local fans to switch to their new offerings, and relied on us to create buzz around this tasty venue. We blended the elegance of a bistro with international cuisines at an honest price.

## MENU DESIGN

Our team worked with ethnic chefs of arabic, tuscan, morrocan, and creole decent to create a mouth watering sensation of a menu.

We paired all these with old fashioned desserts and we did case studies to make sure our client would have a menu everyone loved.

## BRAND IDENTITY

The restaurant owners came to us with an idea for a breakfast venue attached to their newly created Bed & Breakfast..

We created a style around a posh bistro that had quick eats for those on the go, and then we made a lasting impression by personifying the space with its own brand, ambience, beautiful web site, and high end menus to match.

The result speaks for itself. Bistro 125 is a destination that matches the offerings of the B&B and draws a crowd all on its own.

The bistro compliments yoga style, lodging, and crunchy granola vibes. It is currently moving into the next phase of branding with us and becoming a franchise in 2020.



# Bistro

1 2 5

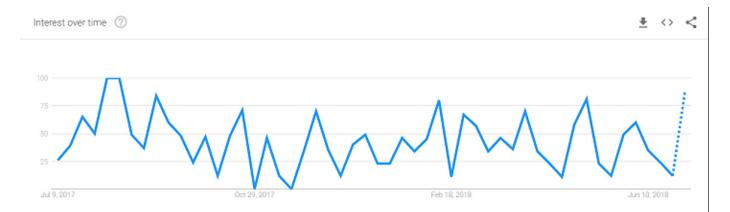
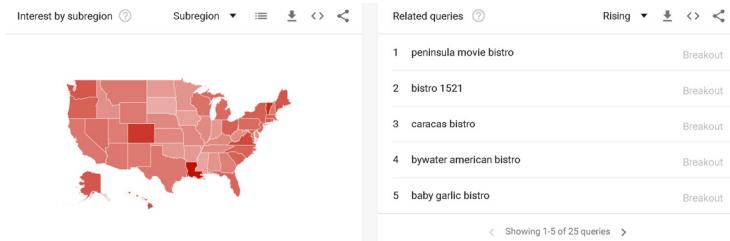


## CONTACT US

**740-538-0172**

125 Frederick St  
Marietta OH 45750

bistro125.com



Microsoft Dynamics 365  
Business Applications

CRM

ERP

Lunch

Burgers and Sides

Dinner

Lunch Special

Dinner Special

# OUR PORTOFOLIO



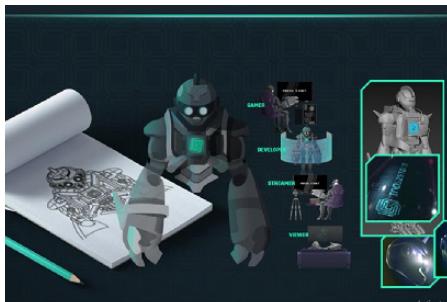
## PRANASHAMA - UNITED STATES

We transformed this celebrity yoga coach's lifestyle brand into an international masterpiece.



## KAYA YOGA - DUBAI

Advised, consulted, and branded the company behind Kaya Yoga - now a top Yoga personality in Dubai.



## INDIE STORM - UNITED STATES

3D Character Creations, animations, SVG Illustrations and Brand identity created for this blockchain community.



## GAZE COIN - UNITED STATES

Brand Identity, coin creation, and digital advertising strategy provided to this large blockchain ecosystem.



## NATIONAL TOURISM - COSTA RICA

We film with the Red Weapon LE w/Helium 8K s35 sensor to capture simply awesome footage for tourism.



## DOMINIE LUXURY - UNITED STATES

Brand Identity through dance choreography and advertising strategies for a Beverly Hills Handbag Company.

# GLOBAL STRATEGY

Every brand starts as a blank canvas. Watch your story unfold with us.

## CREATIVE CULTURE DESIGN

■ Copywriting & Content Creation	\$35 / hour
■ Styles Guide Design	\$45 / hour
■ Visual Storytelling	\$55 / hour
■ Pitch Decks, Proposals, and Creative Plans	\$50 / hour

## BRAND IDENTITY

■ Logo Design & Graphic Creation	\$35 / hour
■ UX/UI Design with Hi-Fidelity Mockups	\$45 / hour
■ Web Design & Web Strategy	\$45 / hour
■ 3D Design & Product Visualization	\$60 / hour

## ADVERTISING DEVELOPMENT

■ Social Media Management	\$40 / hour
■ Email Marketing & Newsletter Campaigns	\$55 / hour
■ Commercial Content and Production	\$70 / hour
■ Flow Creation with Artificial Intelligence	\$95 / hour

We are partnered with industry professionals. Feel free to ask us for other services you require as we definitely know great people who can help!

# PROJECT BREAKDOWN

We recommend to use this 6-month design strategy to have great success with your brand creation.

## 1. DREAM - FIND WHAT POSSIBILITIES YOU DESIRE

■ Style Guide Conceptualization	\$3200
■ Creative Think Tank & Sketch Sessions	\$2800

## 2. DISCOVER - ANALYZE THE BUDGET AND THE CALL TO ACTIONS NEEDED

■ Financial Plan Creation and Brand Consultation	\$3400
■ Art Direction Strategy	\$4200

## 3. DESIGN - TELL THE STORY ON THE BRAND CANVAS

■ Brand Identity Creation	\$12000
■ Advertising Campaign Creation	\$8400

## 4. RESPOND - DIVE DEEP TO UNDERSTAND YOUR CONSUMER INTERACTION

■ MVP Data Analysis Program	\$8200
■ Ongoing Advertising Automation	\$5200

## 5. CULTIVATE - REDEFINE YOUR IMAGE AND REBRAND FROM WITHIN

■ Internal Brand Identity	\$5400
■ Rebrand & Refine the Image	\$5400

# PROJECT DESCRIPTION I

## PROJECT PROCESS

■ Discuss all areas you may be interested in	Dream
■ Create a practical, feasible, and measurable plan	Discover
■ Let the magic begin as the canvas is filled	Design
■ Evaluate feedback and hone in on success	Respond
■ Invigorate your team to continue the dream	Cultivate

## DREAM

**VISUALIZE  
AND  
MANIFEST  
THE  
EXPERIENCE  
FOR AN  
OPPORTUNITY**

Branding is all about new beginnings. In this phase, we like to close our eyes and just imagine what could be and the possibilities of tomorrow.

Take a moment and let your subconscious guide the brand into a new path and listen to the team to really understand what the future holds for the company.

## DISCOVER

**SEEK  
THE  
POSSIBILITIES  
OF  
TOMORROW**

A recipe for success is needed and that is why we conduct a full analysis of where the story started, what chapter we're in now, and tangible actions are needed to write the next chapters.

## DESIGN

**BUILD  
IN  
REALITY  
WITH  
CREATIVITY**

The best company is one that takes action. Put pen to paper and let the canvas create a conscious of its own. We create the keys for the doorways to your dreams and unlock the brand's potential.

# PROJECT DESCRIPTION II

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RESPOND

ENLIGHTEN  
YOUR  
VISION  
TO  
STREAMLINE  
IN  
HARMONY

Often overlooked, a brand that listens is a brand that can intuitively stay on the pulse with its branding and culture.

We use an MVP strategy, which means we develop and release versions 0.1 then 0.2 then 0.3 and so forth.

We immediately release versions incrementally and allow the consumer to not only shape our direction, but also to fund the brand to create an on-going relationship of change, harmony, and a 2-way interactive creative process.

This design process is unique and requires us to stay innovative, have great listening skills, and desire feedback from all audiences.

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CULTIVATE

AWAKEN  
THE  
TEAM  
TO  
GATHER  
THE  
HARVEST

Customer Engagements starts internally. Shifting the workplace will uplift the brand and create a powerful charge throughout the organization.

We believe the power of company handbooks, policies, and internal branding that builds a community of like-minded power players.

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Brand creation takes years of artistic mastery with a zest of intuition. Trust our expertise and watch the brand be built right before your eyes.

# OUR PACKAGES



## BRAND AWARENESS

Create awareness and impact with your brand as we create engaging content with our media influencers who specialize in all the flavors needed to bring a brand together and create a buzz around the vision.

- 01. STORY
- 02. CONTENT
- 03. INFLUENCE



## BRAND IDENTITY

Follow this recipe to success with us over six months and watch your brand flourish. From idea to implementation, we lay out the ground work and follow through with all steps necessary to bring life to the company.

- 01. DREAM
- 02. DISCOVER
- 03. DESIGN
- 04. RESPOND
- 05. CULTIVATE

**\$ 13,600**

or \$899/month\*

**\$ 58,200**

or \$1349/month\*

Other rates and payment terms available. Cannot be combined with any other incentive. Financing for well-qualified applicants only. Length of contract is limited. Subject to credit approval, business insurance approval and Tao Fruit availability. Down payment may be required, based on qualifications. Ask for details.

# BRAND IDENTITY TIMELINE

Month	1	2	3	4	5	6
Dream	■					
Discover		■■	■■			
Design		■■■	■■■	■■■	■■■	
Respond				■■■	■■■	■■■
Cultivate					■■	■■

## 01. DREAM

**30 days of** visualizing, mockups, wireframes, and conceptualizing the dream. No matter how big or small your project is, this phase is crucial to success and precedes all else.

We make sure we can communicate well and share ideas back and forth during this phase.

## 02. DISCOVER

**60 days of** analyzing the budget, forecasting our direction, and setting a course of action in place.

With the discovery phase, we can ensure we hit targets and create design metrics for success. This sets the tone for all staff who will contribute to the canvas creation.

## 03. DESIGN

**120 days of** creation. The bulk of our time goes into creating content and after we have the plan organized, we plant the first seeds and continue this process for months on end.

We revisit and refine concepts until they reflect the image and tone of the brand we are seeking. This is the heart of what we do where the canvas really comes to life.

## 04. RESPOND

**90 days of** clarity where the project starts speaking back to us. We become the listeners as the canvas, the consumer, and the ambience start to tell their own story.

We flow with this phase and create harmony with the brand. Our end goal in this phase is to get out of the way and let the brand start owning its name without our input.

## 05. CULTIVATE

**30 days of** harvesting the fruit of our labor. We rejoice with teammates and instill a sense of pride in the brand with the internal team. This relationship with the brand becomes contagious as employees and top customers start to perceive the brand as a family their home of excellence.

# BRAND AWARENESS



## SOCIAL INFLUENCE

We partner with lifestyle influencers who are established and new to the industry. We establish unique relationships with them to engage your brand.

Project Description	Budget
• Monthly Storytelling Campaign	\$1800+
• Monthly Newsletter Campaign	\$2400+
• Monthly Influencer Awareness Campaign	\$3600+

## ADVERTISING CREATION

Our media content creates buzz and stays fresh

Project Description	Budget
• Monthly Social Media Campaign	\$2400+
• Monthly Video Campaign	\$3400+
• Monthly Media Channel Campaign	\$6400+

# TERMS & CONDITIONS I

All services are provided subject to these terms and conditions, which (together with the Quote) sets out the entire understanding and agreement between us.

## CONSENT

You wish to appoint us to provide you with the services that you have requested through a Quote, and we agree to provide those services, in accordance with the terms and conditions set out below (Terms).

You acknowledge and agree that you have had sufficient chance to read and understand the Terms, and you agree to be bound by them.

We reserve the right to display all designs that we create for you on our website, throughout classroom and training courses, and in our marketing material.

## FEES & COSTS

A. In consideration for us providing the services, you must pay all fees, charges and costs set out in the Quote.

B. If you require any services that are not contained in the original Quote, or if there are elements of the services which require additional time, material or resources to be provided by us, including if there is a request for changes or further services after approval of a deliverable, then we will advise you of the additional services and additional fees required before providing you with the additional services.

## DEFINITIONS

**Background IP** means Intellectual Property Rights owned by either party immediately prior to the date of this agreement or developed independently of this agreement.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, know-how, trade marks (whether registered or not), business names (whether or not registered), domain names, inventions, discoveries, patents, patent applications, designs, circuit layouts and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967.

**Moral Rights** means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the Copyright Act 1968 (Cth).

**Quote** refers to any quotation, proposal, statement of work or services description from us as appears on our Website in relation to the services you have purchased, or as provided by us to you from time to time.

**Website** means the website found at the URL [www.taofruit.com](http://www.taofruit.com).

# TERMS & CONDITIONS II

## INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all Intellectual Property Rights in all creation files, working files, artwork and other documents provided by us in connection with the services vests in us on its creation. For the avoidance of doubt, this does not include your Background IP or any licences (such as image licences).

B.Upon full payment of our fees, we will assign to you all Intellectual Property Rights in the project, except in relation to any of our Background IP. In such case we have a perpetual, irrevocable licence to use the relevant project Intellectual Property Rights unless agreed otherwise in writing. For the avoidance of doubt, Intellectual Property Rights that we have agreed to transfer to you do not include any licences (such as image licences) or other Intellectual Property Rights that we are not able to assign.

C. Each party retains ownership of its Background IP and grants to the other party a non-exclusive, royalty-free licence as follows:

I. For Tao Fruit LLC, to the extent necessary to enable us to provide the services, exercise our rights in accordance with the provisions of these terms and conditions and otherwise carry out our obligations under these terms and conditions, and

II. For you only for the purpose and scope of the project, unless otherwise agreed in writing.

If during the course of providing the services we develop discover, or first reduce to practice a concept, product or process which is capable of being patented, then such concept, product or process will remain our property and you must not use or otherwise appropriate such property without first obtaining our written consent.

E. To the extent permitted by applicable laws and for your benefit, we will, upon your request in writing procure the consent from the holder of any moral rights in the project.

F. We may purchase rights to images that we use in providing the services to you. Such images may be subject to a licence agreement between us and a third party that may restrict your use of those images. Please ask us if you would like to be given a copy of the terms of any such licence. Unless otherwise agreed in writing, we may at our discretion use images that have been used in providing the services to you, with other clients or on other works. If you require specific images, you may be required to pay additional fee(s) for that use. Even if we agree to provide an image to you exclusively, we cannot guarantee that the image will not be used by other third parties who may have obtained these images from another party.

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# TERMS & CONDITIONS III

## WARRANTIES & LIABILITY

A. You warrant that all work and materials provided by you (including your Background IP) will be free and clear of all liens and encumbrances and may be lawfully used by us without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

B. You acknowledge that you have not relied on any advice, representation or warranty given by us in connection with the services that is not expressly stated in this document.

C. To the extent permitted by law, all warranties, conditions and representations by us are excluded. If a term is implied by law into this document and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included this document. However, our liability for breach of such term will be limited, at our option, to one or more of the following:

- I. the supply of the services again; or
- II. the payment of the cost of having the services supplied again.

D. If you are not happy with our services, to the extent permitted by law we will not provide you with a refund, but supply you with the services again within reason, until you are satisfied with the services,

To the extent permitted by law, neither we nor any of our officers, employees, agents or related bodies corporate will be responsible or liable in any way (including for negligence) for any loss, damage, liability or costs incurred or sustained by you or claims made against you, and you agree not to make any claim against us, due to or arising out of our provision of the services.

E. Without limitation, we will under no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

F. You indemnify and hold us harmless in respect of any and all claims, loss or damage of any kind whatsoever (including legal costs and disbursements on a full indemnity basis), arising directly or indirectly out of:

any act done by us in good faith and purportedly pursuant to a right granted to us under the provisions of this document

any infringement by you of third-party Intellectual Property Rights, and/or any breach by you of any of the terms of this document.

G. We do not guarantee that our services will provide any specific results. In particular, and without limiting the foregoing, we make no guarantees, warranties or representations as to sales or revenue that may be achieved or that you will receive any new or increased numbers or customers as a result of our services.

# TERMS & CONDITIONS IV

## CONFIDENTIALITY

A. "Confidential Information" means all material or information of a confidential nature, received or acquired by Tao Fruit LLC or its customers or created either partly or in whole by Tao Fruit LLC's designers during the course of this agreement, relating to the Services and products, including software products, or general business operations of Tao Fruit LLC and its customers. Such information or material may include, but is not limited to:

I. technical information: methods, processes, systems, techniques, products, services, computer programs and research projects;

II. business information: customer lists, pricing data, sources of supply, financial data and marketing, production, business proposals, plans, production plans and schedules, and

III. creative development: concept development, names, titles, images, illustrations, logos, motion graphics, designs, computer data and production of all media associated with any project

B. Tao Fruit LLC agrees to treat all Confidential Information as being strictly confidential, and hold it in the strictest confidence, at all times during and after termination of this agreement, and that this requirement is reasonable to protect the Confidential Information of Tao Fruit LLC and its clients.

C. Tao Fruit LLC agrees not to disclose, or cause or allow to be disclosed, Confidential Information to any person, except:

I. if required to do so by law, although Tao Fruit LLC must notify the client immediately upon becoming aware that it will be required to disclose any Confidential Information in accordance with this clause;

II. with Tao Fruit LLC's express prior written consent,

III. to Tao Fruit LLC's agents, employees, or advisers as a necessary part of the proper performance of Tao Fruit LLC's duties and only to the extent necessary to properly carry out those duties.

D. Tao Fruit LLC agrees that we will not use the Confidential Information, or cause or allow the Confidential Information to be used:

I. for our own benefit or advantage

II. for the benefit or advantage of any person except Tao Fruit LLC, or

III. to the detriment of Tao Fruit LLC or any related entities or Tao Fruit LLC's customers.

E. Tao Fruit LLC must not make any copy or summary of any Confidential Information, except if required to do so in the course of the provision of the Services.

F. Tao Fruit LLC acknowledges and agrees that all Confidential Information is and will at all times remain the exclusive property of its customers, as the case may be.

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# TERMS & CONDITIONS V

## CONFIDENTIALITY CONTINUED

G.Studio 1 acknowledges and accepts that Studio 1 may be required to enter into separate confidentiality agreement with customers of Studio 1.

H.The obligations above do not apply to any Confidential Information which is in the public domain other than due to a breach of an obligation of confidence (whether or not under this agreement).

## TERMINATION

A. This agreement terminates six (6) months from the date that we commence providing the services.

B. If the provision of our services is postponed or terminated by you, we will retain the development designs for six months from the date that we commence providing the services. After that date, if you wish to retain our services again to continue with the provision of the previous services, we will provide you with a new Quote.

C. We reserve the right to suspend services immediately at any time and without liability if you fail to perform your obligations under this document, including failing to make payments to us by a due date.

D. If you breach any term or condition of this document and fail to remedy such breach within 14 days of you receiving written notification from us indicating the breach and requiring its remedy then we may at our discretion treat this document as terminated, in which case we will retain the Intellectual Property Rights in the services even if we had previously agreed to assign it.

E. Termination due to a breach of this document by you does not in any way prejudice any of our rights including our right to receive payment for services rendered.

## NON-SOLICITATION

You must not during the term of this document, or for a period of 6 months following completion of any project that we undertake for you:

- I. employ, contract or hire the services of any of our personnel, or
- II. induce or attempt to induce any of our personnel to terminate their agreements or contracts with us.

# TERMS & CONDITIONS VI

## GENERAL

A. All notices and consents required or permitted to be given under this document must be in writing and given by personal service, pre-paid postage, a facsimile transmission, or email transmission at the addresses of the parties set out in this document or to such other address as either party may designate to the other by written notice.

B. Neither this document nor any rights or obligations of this document may be assigned or otherwise transferred by either party without the prior written permission of the other.

C. If we do not act in relation to a breach by you of this document, this does not waive our right to act with respect to that or subsequent or similar breaches.

D. Nothing stated in this document constitutes you and us as partners, or creates the relationship of employer and employee, master and servant or principal and agent between the parties. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as expressly provided in this document or authorised in writing.

E. If any provision of this document should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be effected or impaired. This document must be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

F. These terms and conditions are governed by and to be interpreted according to the laws of the State of Ohio, USA. The parties submit to the non-exclusive jurisdiction of the courts of that State.

## TIMING

We will use reasonable commercial endeavours to deliver the services in accordance with any agreed timeframes, but we do not guarantee any timing estimates and we will not be in breach of our obligations if we fail to meet any such timelines.

## PAYMENT

Payment for services must be paid in full via ACH transfer as method prior to commencement.

Our services will only commence after payment is received. However if we do commence work prior to receiving payment, this does not in any way prejudice our right to seek payment.

# ACCEPTANCE OF QUOTE

Total Project Due:  
6 Months after Payment  
Proposal Date:  
Spring 2019

## TAO FRUIT LLC PROJECT #892: BRAND IDENTITY CAMPAIGN

■ Brand Awareness Package	\$ 13,600
■ Brand Identity Package	\$ 58,200
Total	\$ 71,800

\_\_\_\_\_  
Title                          Print Name

\_\_\_\_\_  
Date                          Signature

## PAYMENT METHOD

Tao Fruit LLC  
125 Frederick St  
Marietta, OH 45750

ACH Transfer Required  
Account #: Given Upon Signature

## TERMS

Net 30 days on all invoices . In addition, Buyer shall pay all sales, use, customs, excise or other taxes presently or hereafter payable in regards to this transaction, and Buyer shall reimburse Seller for any such taxes or charges paid by Tao Fruit LLC ( "Seller." )



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**BRAND  
IDENTITY**

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**DESIGN  
PROPOSAL**

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TAOPUBLISHING  
TAOMEADOWS  
TAOPRECISION  
TAOLEARNING  
TAOLOGISTICS  
TAOFINANCES  
TAOGETAWAY  
TAOLIFESTYLE  
TAOMENTOR  
TAODREAMS  
TAOSTUDIO  
TAOSPACES  
TAOGOODS  
TAOMEDIA  
TAOMUSIC  
TAOCYBER  
TAOLEGAL  
TAOLOGIC  
TAOSTAFF  
TAOMGT.