

Jane Reynolds

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December 10, 2015

CLIENT

Nutritional High *International Inc.*

77 King Street West, Suite 2905

Toronto, ON M5K 1H1

Attention of: Gary Margolin, Chief Operating Officer

PROJECT TITLE/DESCRIPTION

Nutritional Traditions Logo and Supplement Label Design

Nutritional High requires branding and labeling for a new sub brand, Nutritional Traditions, which is ready to begin distributing non-psychoactive CBD supplements to the health and wellness market.

CONFIRMATION OF ENGAGEMENT

Schedule: Preliminary Designs: 12/11/15, Final Design: 12/18/15

Fee: \$5,000

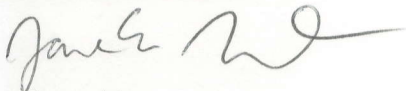
TERMS

1. Reservation of Rights: All rights not expressly granted above are retained by the Designer. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
2. Revisions: Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after four preliminary design revisions, and for additions to project scope.
3. Payment Schedule: \$2,500 upon project completion, with remaining to be paid 60 days after project completion.
4. Payment Terms: Payment due 30 days from issuance of invoice. Payments are in US Dollars (USD). Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement. If payment is not received within 30 days of issuance of invoice, the Client rescinds the copyright.

5. Cancellation Fees: In the event of Cancellation, Designer will be compensated for services performed through the date of cancellation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the designs revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
6. Credits and Promotion: Designer reserves the right to include screen shots of the completed work in her portfolio, both in print and in digital format.
7. Preliminary Works: Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
8. Miscellaneous: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of California and courts of such state shall have exclusive jurisdiction and venue.

Absent Client signature, use of any of the Designer's works shall signify acceptance of these terms.


DESIGNER SIGNATURE:



Jane Reynolds

Date: 1/7/16

CLIENT SIGNATURE: Nutritional High International Inc.



Gary Margolin
Date:

*Portland & Zuercher
Secretary*