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1. AGREEMENT: This **Agreement** is by and between **TIMES THE MULTIMEDIA INC.** of Ontario Canada, (hereinafter referred to as **TIMES** and the **CLIENT** listed in the Business Name section of the front side of this form (hereinafter referred to as **CLIENT**). Hereinafter, **CLIENT** and **TIMES** are referred to as **PARTIES**. **UNLESS OTHERWISE AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE PARTICIPATION AGREEMENT AS STATED ON THE REVERSE SIDE OF THIS DOCUMENT.**

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3. PAYMENT TERMS: All payments for services, as set forth on the front of this **Agreement** shall be paid in cash, Cashiers Check or Certified Check, or Company Check. Any returned checks will result in the **CLIENT** being charged an additional \$50.00, and replacement will be accepted by certified funds only.

4. BILLING: Payment Terms, other than the terms set forth in Payment Terms Section on reverse side of this document, may be requested using **TIMES** Special Payment Terms **Agreement**. Upon completion of a Special Payment Terms **Agreement** by **CLIENT**, **TIMES**, in its sole discretion, may approve billing terms. **CLIENT** agrees to be bound by the additional terms and conditions contained in the Special Payment Terms **Agreement**.

5. COSTS OF COLLECTION: In the event **TIMES** should be forced to utilize the services of a collection agency, or obtain legal council on an **Agreement**, **CLIENT** agrees to reimburse **TIMES** for all reasonable expenses and legal fees. In addition, **CLIENT** shall pay interest at the rate of 2.00% of the total amount per month on all balance due and payable under this **Agreement** from the date of service if allowed by law, or the maximum rate of interest permissible under law, whichever is higher.

6. CANCELLATION: **CLIENT** may cancel an order by delivering a written notice of such cancellation to **TIMES** no later than 24 hours after the order. If cancellation is made at time of proof approval, **CLIENT** will be liable for a minimum deposit fee (%30). Thereafter, **CLIENT** will be liable for the whole **Agreement** amount. In the event of **CLIENT** payment default, all negotiated discount rates and/or Special Payment Terms, and all future production will be re-rated based on maximum rates specified in the latest **TIMES** Price List. In case of bankruptcy, attachment, or execution against the **CLIENT**, or its refusal to accept the work from **TIMES**, all amount owing becomes immediately due and payable. If **CLIENT** fails to pay the **Agreement** amount within the agreed time, or fails to submit, approve, or correct proof copy, or otherwise fails to perform its obligations stated in the **Agreement**, **TIMES** shall have the option to declare the **Agreement** null and void, and have no further obligation towards the **CLIENT**. Such election shall not waive any claims **TIMES** has against **CLIENT** for expenses incurred in the enforcement or collection of the **Agreement**.

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