

視覺設計專案合約書

Visual Design Project Contract

立合約人

Contract Parties

以下簡稱甲方)

("Party A")

以下簡稱乙方)

("Party B")

緣甲方需固定配合之設計公司，以製作甲方之視覺相關設計物。茲因看重乙方設計之專業，乃委託乙方製作視覺設計物，而乙方願接收甲方之委託，雙方合意訂定本合約書條款如下。

As Party A seeks regular collaboration with a design company to create relevant visual design items for Party A, Party B, being a design professional company, has been commissioned by Party A to create visual design items, and both Parties agree to devise and comply to this Project Contract, per all clauses listed below.

一、委任事項

(A) Commission

1. 視覺相關設計物，如網頁視覺、PPT 修改與製作、主視覺設計、小型動畫、包裝設計等。

1. Relevant design items, such as web site visuals, PPT file creation and revisions, design of main visual, supplementary animations, and packaging design, etc.

2. 委任內容不包含：大型網站規劃與建置、商品攝影、產品建模、大型動畫製作。以上如需委任乙方製作，費用另計。

2. The scope of the commission does not include Large-scale web site planning and installation, merchandise photography, product tooling, and large-scale animations, which would incur extra charge, if additionally commissioned by Party A.

二、合約期限

(B) Contract Period

1. 本合約期限自西元 2017 年 4 月 10 日起至西元 2018 年 4 月 9 日，為期一年。

1. This contract commences on April 10th, 2017 to April 9th, 2018, of one-year period.

2. 甲乙雙方除因不可抗因素外，皆不得任意終止合約，否則需支付違約金。違約金為月報酬金額之 50% 並乘上剩餘的合作月數；如於合作三個月後任一方想終止合約，需支付：月報酬金 x 50% x (12 個月 - 3 個月)。

2. Apart from unforeseen circumstances, both Parties cannot terminate this contract without cause, otherwise, penalty payment shall be paid. Penalty is of 50% of monthly payment times the number of remaining months the project still has at the time of penalty incursion. If after 3 months of

collaboration, any Party wishes to terminate this contract, it will need to pay the amount of (monthly project payment x 50% x (12-3) months).

3.因不可抗力事由，如：颱風、火災、洪水、地震、暴動、戰爭、罷工等，致任一方無法順利履行本合約者，受影響之一方不負遲延責任，但應於不可抗力事由結束後，儘速履約。若不可抗力之事由達一個月仍無法回復正常者，任一方均得終止本合約 (without penalty)。

3. Due to unforeseen circumstances, such as typhoon, fire, flood, earthquake, riot, war, strike, etc., resulting in any given Party not able to fulfil this contract per the terms stated, the consequently affected Party will not be responsible for any delay caused thereby, but once the affecting factors subside, the affected Party shall strive for fulfillment as soon as possible. If the unforeseen circumstances or event persist for more than one month without any immediate outlook of recovery and/or restoration to normalcy, either Party is entitled to terminate this contract without penalty.

三、委任報酬

C) Commensuration of Commission

1.甲方同意給付美金 2500 元整予乙方作為本合約委任事項之月報酬。

1. Party A agrees to pay USD TWENTY-FIVE HUNDRED DOLLARS, as the monthly project payment of the commission this contract entails.

2.甲方給付予乙方之報酬，將以刷卡方式於隔月 5 日支付；刷卡手續費 8%由甲方支付。

2. The payment due to Party A, from Party, shall be paid via credit-card, on the 5th of the following month, and the 8% credit-card surcharge is to be charged is to be paid by Party A.

3.甲乙双方於本合約履行期間，不得以任何事由要求調整報酬。

3. During fulfilment period of this contract, no adjustment of payment is allowed.

4.如需購買素材，實報實銷。

4. For any material purchase, it shall be subsidized per its actual invoiced cost from vendor, no added cost.

四、著作財產權

D) Intellectual Property Right

1.乙方為甲方製作之專案，不得違反著作權法，若有違反著作權之爭議，甲方得拒絕驗收或支付費用，且相關法律責任由乙方負責。

1. Project produced by Party B, as commissioned by Party A, shall not violate intellectual property laws in any way, and should there be any intellectual property violation, Party A is fully entitled to refute acceptance of project completion by, and consequently, making any contractual payment to, Party B, while Party B will bear all legal liabilities caused thereby.

2.甲方保有對專案的修改權，且著作財產權歸甲方所有。乙方則有完成專案之公開展示權及複製

權一複製權行使前需事先知會甲方。

2. Party A reserves the right to amend project, as the intellectual property right belongs to Party A, while Party B is entitled with right to public demonstration and reproduction, as Party A must be informed prior to any reproduction right is excised.

五、保密約定

E) Confidentiality Agreement

1. 乙方同意因履行本合約之內容而知悉或持有甲方之一切非公開資訊（機密資訊）者，應負保密責任，非經甲方之事先書面同意，不得以任何形式向他人揭露、提供或使他人知悉甲方之機密資訊。乙方並應採取必要措施，以防止資訊被竊或洩露，其中包括但不限於採取合理之措施，以確保其有權使用之人員不得揭露甲方之機密資訊。乙方及其人員除為履行本合約外，不得為其他目的而使用任何甲方之機密資訊。

1. Party B agrees to honor obligation for confidentiality, as fulfilment of this contract allows Party B access to, and/or keep information of confidential information of Party A, and is not permitted to reveal, provide, or communicate, to any outside Parties, in any form, unless formally approved in writing by Party A prior. Party B is obligated to, by all necessary means, to prevent the confidential information to be stolen or revealed, even beyond any reasonable measure to ensure any personnel cleared for information access not able to reveal confidential information of Party A. Apart from the purpose of fulfilment of this contract, Party B and other personnel with information clearance are not allowed to use the confidential information of Party A for other purposes.

2. 乙方同意，除經甲方書面同意外，不得向合約以外第三方揭露機密資訊，前開所稱合約以外第三方，包含但不限於乙方之代理人、使用人、履行輔助人、顧問、外包廠商或各種類型之合作夥伴在內之第三人。乙方若有必須與合約以外第三方進行合作始得履行委任事項之情形者，須將擬合作之第三方名單提供予甲方，並與該第三方簽訂與本合約所訂保密義務範圍及密度相當之保密協議後，向甲方提出取得書面同意之申請。

2. Party B agrees that, unless with written consent from Party A, it will not reveal confidential information to any Third Party outside the scope of this contract, where the Third Party entails, but not limited to, representatives, users, implementation facilitators, consultants, vendors or partners of all formats, of Party B. If Party B requires the service of the fore-mentioned Third Party members,

in order to render service to fulfill this contract, Party B is required to first provide the list of all Third Party personnel to Party A, before signing confidential agreement of equivalent scope and liability-effect to this contract, with the Third Party members, and subsequently notify Party A for application of the said written consent.

3. 本合約中所有關於保密及賠償之約定，於本合約終止、解除或屆滿後仍然有效。

3. All confidentiality and compensation related clauses listed in this contract remain valid, when this contract is terminated, invalidated, or ended.

六、其他

F) Miscellaneous

1. 除法令另有規定或經甲方事前書面同意外，乙方不得將本合約之全部或部分複任他人履行或將權利或義務轉讓予任何第三人。

1. Unless stated otherwise by law, or with prior written consent from Party A, Party B may not partially, or fully, outsource any part, or all of, the fulfilment effort of this project, to any Third Party.

2. 本合約所載之內容，得經雙方書面同意修正之。

2. All documented content of this contract can only be amended by written consent from both Parties.

3. 本合約由乙方先行簽署後，以電子掃描檔方式作為電子郵件之附件，寄送予甲方。甲方於收受該電子掃描檔後，於該掃描檔之列印本上簽署後寄回予乙方，本合約即正式生效。

3. This contract, once signed by Party B, shall be emailed to Party A, as email attachment of electronically-scanned image file(s). Once Party A received the said scanned image file(s), Party A should sign on the printed hardcopy of the said scanned image file(s), and then email back to Party B, which then marks the official commencement of this contract.

4. 本合約計壹式貳份，由雙方各執乙份為憑。

4. This contract shall be of two sets of original documents, with one set for each Party to archive for documentation.

立合約人 **Contract Parties**

甲方 **Party A**

公司名稱 **Name of Company**

代表人 **Principal of Company**

統一編號 **Taxation ID of Company**

地址 **Company Address**

電話 **Telephone Number**

電子郵件 **Email Address**

乙方 **Party B**

公司名稱 **Name of Company**

代表人 **Principal of Company**

統一編號 **Taxation ID of Company**

地址 **Company Address**

電話 **Telephone Number**

電子郵件 **Email Address**

簽訂日期 **Date**