

WEB DEVELOPMENT CONTRACT – CUSTOMER AGREES TO THE FOLLOWING:

A. Appointment

This Agreement confirms the appointment of **LNS Computers** (Hereafter referred to as "the Provider") as new media consultants to You (Hereafter referred to as "the Client")

To design and construct a website for the client upon the Terms and Conditions set out in this Contract.

B. Commencement and Duration of the Agreement

This agreement will commence once deposit has been made by client, for a period of 4 weeks and will continue in effect unless terminated under the provisions of Clause 6 of this Agreement.

AGREEMENT

1. Relationship.

Provider understands that this relationship with Client is that of an independent contractor and that nothing in this Agreement creates a joint venture, partnership, or employer-employee relationship. Accordingly, Provider is not entitled to any benefits that may ordinarily be extended to employees, and is not authorized to make any representation, contract or commitment on behalf of Client unless specifically authorized to do so by Client. The parties hereto understand that neither of them has authority to bind the other in any contractual arrangement with any third party.

2. Provider Services.

Provider will create a website per the attached specifications (Attachment A) ("the website"). Provider will use reasonable endeavours to ensure that the Web site content and design meet the needs of Client ("the Services"). Provider will gather, and the Client will deliver up to the Provider at the Provider's request, the Web content, such as product and business info, pricing, parts catalogue data, product photos, etc. Provider will also create a Web site design "look and feel", subject to written approval by Client. Client will be given a chance to review the content and design, and Provider will input necessary changes.

3. Fees

A. Client agrees to pay Consultant an advance of 50% of the total cost before work begins. The balance of payment is due no later than 30 days after satisfactory completion of the services

B. The current estimated cost for a functioning website will be included within the web design proposal.

C. On the following basis*

*Client has received and agreed to the basic website proposal email.

*The Provider reserves the right to negotiate a revised fee structure if the Client changes their requirements so as to involve changes in the agreed workload during the period of this agreement

D. Any incidental expenses incurred by Consultant, including, but not limited to, telephone, copying, postage, etc., will be reimbursed by Client, not to exceed \$50 without prior approval of Client, upon receipt by Client of an invoice and appropriate records of expenses.

4. Payment Terms and Conditions

A. The Client's service fees are payable:

- i. By direct debit to the Provider's account at the written direction of the Provider. Payment will be paid no later than 14 days after the invoice date.
- ii. By the client to reach LNS Computers not later than 14 days after the invoice date, or,
- iii. By the following means: cheque, PayPal, Credit card, Bank transfer, via accounts software.

B. Disbursement and expenses invoices are payable:

- i. Within 30 days of the date on which they are rendered, or,
- ii. At the end of the month following the date stated on the invoice.

Any invoices not settled within fourteen (14) days specified will be subject to a late fee equal to 5% above the National Australia Bank Limited's Business Banking Base Rate which accrues daily on the amount outstanding unless both the Provider and the Client have agreed on an alternate arrangement. Such alternate arrangements are to be documented and signed by both parties. The Client understands that, unless alternate arrangements have been agreed upon, unpaid balances are subject to collection. In the event of collection, the Client will be liable for all costs of collection including attorney's fees, court costs, and collection agency fees.

Upon completion of the website, a letter or email will be sent with a valid tax invoice to the Client advising that the work has been completed. Final payment of the remaining balance plus any additional charges incurred will be due within fourteen (14) days following the 'print date' on the tax invoice. The Client agrees that the Provider may disable the Client's website on the internet if payment is not made by the due date.

5. Content

Content as provided by the Client, to be put on the website will be due 14 days after first initial payment. If the content is supplied after the content due date, the content will be put onto the webpage at Provider's regular hourly rate, currently \$90.00 per hour.

6. Termination Provisions

This Agreement may be terminated at any time after an initial period of 14 days by either party giving not less than 7 day(s) written notice of termination to the other.

In the event of termination of this Agreement for whatever reason, the Client will be responsible for all fees due to the Provider on the termination date including costs, expenses and disbursements incurred by Provider on behalf of the Client up to and including any notice period.

The Client acknowledges in the event that detailed creative or other work for a future program or project prepared by the Provider at the request of the Client during the period of this Agreement, is subsequently implemented in whole or in part by the Client or his agent, the Provider reserves the right to seek additional fees which it is agreed will become due and payable from the Client to Provider. If additional payment is due, this will be billed to the Client within fourteen (14) days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in the section titled 'Payment Terms' above.

TRADE STANDARD TERMS OF BUSINESS

1. Co-operation

The Provider will co-operate fully with the Client and take the initiative in offering advice and services. The Client agrees to assist the Provider in the performance of these duties by making available to the Provider all relevant information.

2. Project Scope

In consultation with the Client, a project scope will be created by the Provider to define the work agreed on and if any changes occur to the project scope the Provider reserves the right to re-evaluate the price and deadline to accommodate the changes.

3. Design Revisions

The Client has the option of up to 2 major revisions and up to 3 minor revisions (the total of the 3 minor revisions may count as a single major revision at the discretion of the Provider) during the design phase of the website. A major revision is changing 30% or more of the layout at a time. After 2 major revisions the client will pay for any changes to the layout at the Provider's regular hourly fee.

If the website design approval has already been signed (agreed upon), any additional design changes beyond this will be charged at the Provider's regular hourly fee.

4. Project Completion

When the project is completed, the Client will sign a Project Signoff form or written approval, including email. Once signed / approved, any additional work requested by the Client will require a new contract and payment of additional fees.

5. Exclusivity

The Provider will not represent conflicting interests but may represent competing interests with the express consent of the parties concerned.

6. Disbursements and Expenses

The Provider's fees in paragraph 3 of the agreement are exclusive of the following disbursements and expense items relating to the agreed programme:

- Accommodation and per diem as agreed
- Advertising artwork and mechanical items
- Design, artwork and print
- Direct mail
- Entertainment
- Exhibition and display material
- Film production
- Market research
- Media monitoring (radio, television, internet and press)
- Messenger services
- Newspapers and magazine subscription
- Photography and prints
- Press material production and distribution
- Special events, meetings, conferences etc.
- Travel

It is normal practice for all materials and services purchased from third party individuals, companies or organisations to be charged at cost to the Provider. Any time spent arranging and rendering these services, and any costs incurred, on behalf of the Client will be charged to the Client.

7. Approvals and Authority

After creation of the project scope and obtaining general approval of campaign or project plans, the Provider will submit to the Client for approval as agreed:

- A. Draft press releases, articles, photographs and captions
- B. Copy, layouts, artwork and scripts
- C. Cost estimates of the various items in the programme

The Client will provide written approval of drafts or proofs to the Provider as authorisation to proceed to publication, and to enter into contracts with suppliers on the basis of estimates submitted, (authorisation).

The Provider will take all reasonable steps to comply with any requests from the Client to amend, halt, reject or cancel work in preparation, in so far as this is possible within the terms of its contractual obligations to suppliers.

Amendments or cancellations requested by the Client will be implemented by the Provider only on the understanding that the Client will be responsible for any costs or expenses incurred.

The Client must respond to the Provider within 1-2 days to any questions the Provider may need to ask and for approvals unless previously notified by the client that the client will not be able to respond within 2 days. In this event, the Provider reserves the right to adjust the project deadline accordingly.

8. Completion Date

The Provider and the Client must work together to complete the website in a timely manner for both parties to remain profitable. The Provider agrees to work expeditiously to complete this project within a reasonable time frame, but shall have no responsibility for delays caused by the Client or the Client's actions.

9. Warranty and Limited Liability

The Client agrees that any material submitted for publication not contain anything, or that it does not do anything, leading to an abusive or unethical use of the web hosting service, the host server or the Provider and further that the Client indemnifies and holds harmless the Provider in the event that it does submit such material or do such things by its own act or omission. For the purposes of this Agreement unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, com-puter viruses, harassment, any illegal activity, spamming, advocacy an illegal activity, and any infringement of privacy.

The Client acknowledges that computer operating systems, programs and applications are susceptible to software bugs, viruses, malfunctions, defects, impairments, mistakes, errors and or flaws causing the operating system to produce an incorrect or unexpected result or to behave in unexpected ways ("Bugs") and that the Provider is held harmless and or released from any such liability except to the extent that such Bugs are caused by its own negligence in performing the services under this Agreement.

The Client agrees Provider is not liable for any loss or damage caused by its failure to carry out services for reasons beyond it's control including but not limited to loss or damage caused by acts of God, telecommunication problems, software failure, hardware failure, third party interference, the act or omission of Government agencies, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services. The Client further agrees Provider is not liable for absence of service as a result of illness or holiday.

Provider provides the website and the contents thereof on an "as is" basis using information and representations that the Client has supplied and as such Provider makes no warranties with regard to the information and representations on the website.

This Agreement is subject to the guarantees and remedies set out in the Australian Consumer Law and the Provider is not liable for any loss or damage that the Client claims except to the extent that such loss or damage comprises a remedy under the Australian Consumer Law.

10. Copyright

Intellectual property rights in the website shall vest in the Client upon payment of all fees under this Agreement.

Despite this, the Client acknowledges that there is no assignment of intellectual property rights in:

- A. any pre-existing material (including but not limited to the supplier's software, documentation, templates and data) which is incorporated into or which has been used in the course of developing the website; or
- B. the user interface of the website, and that these rights may only be transferred by separate agreement between the parties or otherwise they are specifically referred to in any addendum or amendments to this Agreement that is in writing and signed by the parties.

Except to the extent so notified by the Provider to the Client during the term of this Agreement, the Client shall be responsible for:

- A. obtaining all necessary permission, authorizations, licenses and consents in relation to the use and incorporation of third party materials into the web site; and
- B. payment of all royalties or license fees associated with the use of a third party's intellectual property rights in connection with the web site.

The Client shall fully indemnify the Provider against any loss, costs, expenses, demands or liability

Whether direct or indirect, arising out of a claim by a third party against the Provider alleging that the web site infringes any such intellectual property rights of any person.

Without limiting the generality of the foregoing sub clauses, if it is determined by any independent tribunal of fact or law or if it is agreed between the parties to the dispute that an infringement of intellectual property rights has occurred, the Provider shall at the Client's expense:

- A. modify the web site in order to avoid continuing infringement;
- B. procure for the Client the right to continue the use or possession of the infringing web site; or
- C. if the solutions in either of the preceding paragraphs cannot be achieved, in co-operation with the Client, remove any software and dismantle and procure that the website is discontinued.

To the extent permitted by applicable law, the Provider consents, and will obtain all other necessary written consents at the cost of the Client, to any act or omission that would otherwise infringe any moral rights in the developed materials comprised within the website.

11. Confidential Information

The Provider acknowledges its duty not to disclose without Client permission during or after the term of appointment, any information confidential to the Client.

The Client in turn acknowledges the Provider's right to use any information that is available to the public or is required to be disclosed at law regarding Client products or services gained during its appointment.

12. Ownership to Website Components

Upon final payment of the project, the Client is assigned rights to use as a website, the design, graphics, text, and source code contained in the finished assembled website. Rights to fonts, photos, graphics, and text purchased on behalf of the Client for completion of this project and at additional cost to this Agreement are specifically transferred to the client. Rights to fonts, photos, graphics, and text not purchased at additional cost, along with any javascript and source code are not specifically transferred to the client, and remain the property of their respective owners.

The Provider and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

Final payment of the remaining balance plus any additional charges incurred will be due within fourteen (14) days following the 'print date' on the invoice. The Provider reserves the right to disable the Client's website on the internet if payment is not made by the due date.

13. Indemnities

A. Public

The Client shall indemnify, and keep indemnified the Provider against any and all proceedings, claims, damages, losses, expenses or liabilities, including reasonable attorney's fees which the Provider may incur or sustain as a direct or indirect result of, or in connection with, any information, representation, reports, data or material supplied, prepared or specifically approved by the Client in relation to this contract. Such material shall include but are not limited to press releases, articles, copy, scripts, artwork, detailed plans and programmes.

B. Client's Property

Goods or information made available by the Client to the Provider for the purposes of demonstration or publication, or for any other purpose arising from, or in connection with this Agreement, shall be and at all times remain at the sole and entire risk of the Client, and the Provider shall not be the subject of any liability for it.

C. Client's Losses

Subject to the Australian Consumer Law, the Client shall indemnify and keep indemnified the Provider against any and all losses, claims, damages, suits or actions suffered by the Client or which the client may incur as a consequence of the work performed by the Provider.

14. Client and Third Party Site Modifications

The Provider is not responsible for any changes made by anyone other than the Provider themselves or our authorized agent(s).

15. Disputes

In the event of a dispute between the Client and the Provider, the Provider will make every reasonable effort to resolve the dispute. In the event of a dispute remaining unsettled, this Agreement is to be read and construed in accordance with the laws of the State of NSW of the Commonwealth of Australia and the parties submit to the jurisdiction of that State.

16. Entire Agreement

This CONTRACT (Agreement) constitutes the sole agreement between Provider and the Client regarding the Web Design and Development Service. The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.