

Our Commitment to you

- i) We respect our CLIENT's confidentiality (Item 7).
- ii) We use open source solutions wherever possible. This means no vendor lock-in and software fees are charged at 'fair and reasonable rates' or in most cases, fees are not applicable (Item 12.1).
- iii) If the CLIENT determines that the website does not comply with the project components agreed to in this document, XXXX agrees to carry out any necessary and reasonable modifications without extra charge (Item 27).
- iv) If the CLIENT is not happy with our service, the CLIENT is free to move their domain name, website and data in its entirety to another service provider (Item 21.1).

Introduction

This document defines the terms and conditions of the working relationship of the Parties to this Agreement. Unless otherwise agreed to in writing by both the parties, the terms of this Agreement will commence on the date specified.

All services that XXXX XXXXXX Pty Ltd ABN XX XXX XXX XXX (referred to as "XXXX") may be contracted to produce or provide for (referred to as CLIENT) will be subject to the following:

Definitions

As used herein and throughout this Agreement:

"Agreement" means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule(s), together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

"Content" means all materials, information, photography, writings and other creative content.

"Copyrights" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Australian and International Copyright Law.

"Deliverables" means the services and work product specified in the Proposal to be delivered by XXXX to the Client, in the form and media specified in the Proposal.

"Services" means all services and the work product to be provided to Client by XXXX as described and otherwise further defined in the Proposal.

"Trademarks" means trade names, words, symbols, designs, logos or other devices or designs used in the final Deliverables.

"Open Source Software" means computer software that is available in source code form

for which the source code and certain other rights normally reserved for copyright holders are provided under a software licence that permits users to study, change, and improve the software.

"Ongoing Management" means the ongoing work to keep the website functioning and secure. This includes, but is not limited to: data management, backups, maintenance, upgrades and software patches.

General Terms

1. Authorisation

The CLIENT authorises XXXX to perform the services outlined in this Agreement for the CLIENT, which may include, but is not limited to, accessing their hosting account and disk space, creating databases and applications, and submitting the project to search engines.

2. Agreement Scope and Period

Services supplied, costs and rates are limited to what is set forth in this agreement for the period specified. Any additional services will require an additional agreement. We reserve the right to adjust our service and rates after the period specified in this Agreement.

3. Costs and Fees

3.1 Professional services are billed at \$XXX per hour plus GST for the duration of this agreement.

XXXX reserves the right to adjust rates after the period of this agreement. Small tasks are billed in 15-minute blocks.

3.2 Fees for professional services do not include outside purchases such as, but not limited to, software licensing, copyright licensing, printing, photography, color printouts, laminating, illustrations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to GST. Outside purchases will be approved by client before purchase.

4. Meetings and Production Schedules

4.1 Production schedules will be established and adhered to by both the CLIENT and XXXX. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly. Additional costs may be incurred due to increases in time to manage or deliver the services.

4.2 XXXX reserves the right to adjust project milestones during the project.

4.3 The project milestones set do not factor in extensions of time resulting from client's internal decision-making/information gathering processes, delays in the client providing information to XXXX, changes requested to the original project proposal, delays due to website host companies and absence of the CLIENT.

4.4 Both The CLIENT and XXXX are required to provide the other party with 24 hours notice to re-schedule meetings. Meetings that are not re-scheduled and missed by the CLIENT or XXXX are charged at \$50 for the first, \$100 for subsequent missed meeting.

5. Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration the CLIENT's requested "priority scheduling". Requested priority schedules that require overtime and weekend work will be subject to 60% markup at an hourly rate and need to be agreed to beforehand by both parties.

Overtime is defined as between 6.00pm - 9.00am Monday to Friday, all day Saturday, Sunday and public holidays, unless otherwise agreed.

6. Payment

6.1 The CLIENT agrees to pay XXXX in accordance with the terms specified in each proposal/estimate. The CLIENT will be required to pay 30% of the project cost before commencement of work. Unless otherwise specified, all subsequent balances due are payable upon completion of key stages of the project.

6.2 The CLIENT is required to pay milestone payments within 7 days of invoicing. XXXX

reserves the right to pause work after 7 days upon late payment, pending payment or negotiation.

6.3 Websites and commissioned work will be published live or transferred to the clients server upon payment of all project fees.

6.4 In the event of cancellation of the project prior to completion, the CLIENT must pay XXXX a fee for work completed, based on the contract price and the expenses already incurred.

7. Confidentiality and Privacy

7.1 XXXX will not disclose to any third party or use, other than for the purposes of this agreement, any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this Agreement, which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the CLIENT.

7.2 This obligation of confidence will cease to apply in relation to information that XXXX is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by XXXX of its obligations of confidence under this Agreement.

8. Subcontractors

XXXX reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this

Agreement. XXXX will notify client of subcontractors working on this project and their role.

9. Promotion

XXXX is confident that the CLIENT's expectations will be exceeded and as such is notifying the CLIENT that XXXX reserves the right to use the CLIENT's website, associated graphics and any unused ideas and development in the promotion of XXXX services. The CLIENT agrees to allow XXXX to retain a credit and link from the footer of the website.

10. Copyright

The CLIENT is responsible for all trademark, servicemark, copyright and patent infringement clearances. The CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials XXXX uses for this project. The CLIENT indemnifies XXXX against any loss or damage arising directly or indirectly from any unauthorised use of photographs, text, or other Intellectual Property not under copyright ownership of the CLIENT.

11. Project Copyright

11.1 After acceptance of the website and payment of all sums due by the CLIENT, XXXX agrees to assign perpetual and unrestricted copyright to use any materials produced by XXXX in accordance with this Agreement to the CLIENT including exclusive usage rights to unique graphics.

11.2 XXXX reserves all rights to licence (open source) and release all software code including website templates developed under this agreement.

12. Open Source Software

12.1 XXXX makes extensive use of open source software and components to supply websites and services to the CLIENT. XXXX will not charge additional licencing fees on open source software.

12.2 All software and components not developed by XXXX retain the original licence and terms associated with them. XXXX cannot assign any rights to the CLIENT and the CLIENT agrees to be bound by the original Author's terms.

13. Dispute Resolution

In the event of unresolved disputes between the parties to this Agreement the following dispute resolution procedure will apply:

- a) the party claiming that a dispute has arisen in relation to this Agreement shall give the other party written notice specifying the nature of the dispute;
- b) within 10 Business Days of receipt of that notice the parties must hold discussions and negotiations in good faith in order to amicably resolve the dispute; and,
- c) in the event that the parties cannot resolve the dispute through discussions and negotiations the

parties shall refer the dispute to an independent mediator or expert as agreed or, failing agreement, as appointed by the Chief Executive Officer of LEADR and will use their best endeavours to resolve the dispute in mediation;

d) the cost of submission to an independent mediator or expert will be met equally by the parties.

14. Force Majeure

The Client and XXXX shall not be deemed in breach of this Agreement if one party is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God, death, illness or incapacity or any local, state, federal, national or international law, governmental order or regulation or any other event beyond XXXX or the Client's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the party shall give notice to the the other party of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

15. Limitation of Liability

In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("XXXX parties"), to the CLIENT for damages for any and all causes whatsoever, and the CLIENT's maximum remedy,

regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall XXXX be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by XXXX even if XXXX has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

16. No Software Warranties

16.1 All software, technical solutions and systems are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. XXXX makes extensive use of third party solutions and cannot warranty systems that we have no control over.

16.2 If warranties are required, XXXX will attempt to source warranted services. In this context any warrantee would be provided by a third party and will XXXX will assume no liability.

17. Purchased themes and other software

XXXX takes no responsibility for the quality of purchased or leased themes, plugins and other software (defined as purchased software),

assumed to be of a professional quality. If software is supplied with bugs and defects, XXXX will not be liable for fixing them.

18. Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that work is postponed or terminated at the request of the CLIENT, XXXX shall have the right to bill pro rata for work completed through to the date of that request, while reserving all rights under this Agreement.

If additional payment is due, this shall be payable within fourteen days of XXXX delivering an invoice to the CLIENT after notification by the CLIENT to stop work. In the event of termination, the CLIENT shall also pay any expenses reasonably incurred by XXXX pursuant to this Agreement.

19. Severance

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this agreement continue in force.

20. Assignment

Neither party may assign this Agreement or any rights under this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

21. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of Victoria within the Commonwealth of Australia and each party submits to the non-exclusive jurisdiction of the courts of that State.

22. Data, Security and Ongoing Management

22.1 Upon the end of this Agreement, The CLIENT is free to transfer their website management to another service provider. XXXX will supply the last backup of the site and associated data. XXXX will take all reasonable actions to transfer the CLIENT'S domain name to a new registrar.

22.2 Ongoing Management (see definition) is not included in this agreement and will require an additional agreement.

22.3 If The CLIENT does not proceed with an additional or Ongoing Management agreement, The CLIENT is responsible for Ongoing Management of the website and indemnifies XXXX against any loss or damage arising directly or indirectly from website downtime or security breaches.

23. Client Responsibilities

If the CLIENT or their agent or contractor employed by the The CLIENT other than XXXX attempts to update, edit or alter the site's pages, infrastructure, source files or hosting management

in a way that causes damage to individual pages or the site's architecture, time to repair web pages will be assessed as an additional cost above the costs outlined in this agreement and at our professional or overtime rates.

24. Domain Names

24.1 All domain names are legally owned by the CLIENT. All domain name registrations are subject to availability and registration rules. The CLIENT manages their domain(s) and payment of fees unless the CLIENT requests in writing that XXXX manage the domain name(s) on behalf of the CLIENT. XXXX will invoice the CLIENT when fees are due.

24.2 XXXX uses TPP Wholesale Pty Ltd (referred to as REGISTRAR) to manage our CLIENTS's domain names. CLIENTS are bound by the REGISTRAR's "Domain name registration terms" which are found on their website: tppwholesale.com.au

24.3 The CLIENT indemnifies XXXX against any loss or damage arising directly or indirectly from any failure of services provided by the REGISTRAR.

25. Hosting

25.1 The CLIENT is responsible for contacting the chosen host for support relating to hosting matters. XXXX will charge for costs incurred liaising with the hosting company and supporting the CLIENT with hosting related issues.

25.2 XXXX will charge for costs incurred due to differences in hosting environment if installation and management exceeds standard time frames. This includes delays caused by slow server speeds and incompatibility with hosting environments.

26. Browser Variance

XXXX websites are tested against the browsers and devices outlined in Schedule 2. Support for additional browsers or devices will be quoted by request.

27. Colours

Website visitors use different monitors with different settings. Colours and image quality of the website including graphics and photography may change between computers and monitors.

28. Testing and Acceptance of the Website

Once the project has, in the opinion of XXXX been completed, XXXX will notify the CLIENT either verbally or in writing, and provide the CLIENT with an opportunity to test and review the website. If the CLIENT determines that the website does not comply with the Project Components agreed to in this document, XXXX agrees to carry out any necessary and reasonable modifications without extra charge.

29. Errors and Omissions

29.1 XXXX is not liable for content errors or omissions.

29.2 The CLIENT indemnifies XXXX against any loss or damage arising directly or indirectly from any errors and omissions.

30. Copy

All text must be supplied in digital format (TXT, RTF, HTML, MS Word, Open Office, InDesign).

31. Images

Graphics and photographs are to be supplied in digital format to XXXX. Photographs must not exceed a file size of 5mb each (unless by prior arrangement). Larger files will incur an extra cost due to increased time in processing.

31. Branding

All logos and branding must be provided in a industry standard vector format (preferences are: EPS, PDF, Illustrator).

Schedule 1

Client setup

XXXX assumes that the client has a level of digital business skills that includes:

- Has setup and is fluent using email and attachments
- Has installed and is fluent using an internet browser using the latest version.
- Has installed (with broadband) and is fluent using skype
- Has installed and is fluent using dropbox
- Is fluent using Asana

If the client cannot meet any of these expectations, it is assumed that the client will set up these tools and systems themselves, commission an external supplier or commission XXXX to assist them in setting up these tools and processes. Failure to do so will significantly increase project management fees.

Schedule 2

Website Testing

Due to the vast variance of devices and browsers, testing has become very complex. We provide simple testing using browser based emulators to test websites. We cannot test using physical devices and setups. We will test on the latest versions of browsers on the latest operating

systems at the date of publishing the website. Stats are referenced from www.w3schools.com/browsers/:

- Laptop - Windows 7/OSX - Chrome
- Laptop - Windows 7/OSX - Firefox
- Laptop - Windows 7- Internet Explorer 11
- Laptop - OSX - Safari
- Phone - IOS - Safari
- Tablet (standard size ipad) - OSX - Safari
- Phone - Samsung Galaxy S5 - Android - Chrome

XXXX will test and optimise for additional browsers and devices if requested by the CLIENT before commencement of the project for additional fees.

XXXX can also test and optimise for additional browsers and devices if requested by the CLIENT upon completion of the project for additional fees. It will likely be more expensive to test for extra browsers upon completion of the project.

Schedule 3

Content

CLIENT is responsible for all content.

Schedule 4

Costs and Fees

If the project requires additional PM we will charge the client the additional time at \$XXX per hour.

XXXX has budgeted for Technical Development based on your initial brief. If the project requires additional Technical Development, which will be finalised in the Prototype planning phase we will quote the additional time at \$XXX per hour.

- Planning Workshops \$XXX
- Prototype & Content Design \$XXX
- Theme Selection \$XXX
- Technical Planning \$XXX
- Technical Development (ballpark)\$XXXX
- Training \$XXX
- Project Management \$XXX

Proposed project cost: \$X,XXX (+ GST)

_____/____/____2015

CLIENT Signature

Date

_____/____/____2015

XXXX Signature

Date