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Re: CONTRACT FOR WEB SOLUTIONS

Thank you giving us the opportunity to quote for your web solutions. We look forward to working with you on your website.

Our Conditions of Engagement & the scope of the Contract are set out under the following sections:

1. The Web Solutions
2. The Services
3. Charges
4. What we need from you
5. Client Information
6. Schedule of Fees
7. Terms & Conditions of trade

CitrusKiwi Web Solutions LLC (“the Company”) agrees to provide internet services (“the Web Solutions”) to the Client (“the Client”) for the agreed price (“Charges”) as indicated. **The Client personally guarantees** all costs created/incurred by the Company either directly or indirectly in the provision/application of these specific Web Solutions.

THE WEB SOLUTIONS

- Website Design
- Website Hosting
- Search Engine Optimization
 - **On page** keyword analysis & implementation (no off-page SEO is included)
 - Directory Submission
 - Ongoing monitoring, testing & adjusting of keywords
- Social Media integration
- Reporting
- FREE domain name registration (some conditions apply)
- Up to 12 hours FREE maintenance in any calendar year

THE SERVICES

Design & hosting : Our brief for this project is to design a new website for the Client. Content provided electronically will be uploaded, optimized & formatted to provide a fast loading & easy-to-navigate site. Non electronic content will first be scanned into a useable format, then uploaded. The finished website will be hosted on our servers. Content will be “word-smithed” in the price, but not created from scratch.

Search Engine Optimization : We will optimize the website to allow good search results. However, as this is not a science, no specific results can be guaranteed. Results vary within various industries & locations, & are effected by many variables. Off page SEO (E.g. back link building) is not covered by this service.

Reporting : We will provide monthly reporting of your chosen keywords rankings. We will monitor the website’s performance based on these reports, making such adjustments as we deem necessary providing these do not change the look or content of the website without your permission.

Social Media Integration : When requested, we will link to Facebook & Twitter accounts for you from the website. The content on these, & their set up & maintenance, is your responsibility.



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CHARGES

- The monthly charge for these Web Solutions will be
- Charges are billed every three months in advance
- Commencement is forty-five (45) days from the date of payment setup. Your credit or debit card will be billed on the due date. (See the Terms & Conditions clause 14 relating to overdue accounts.)
- Cancellation of services must be made in writing, thirty (30) days prior to the next due date.
- **Note: We only accept payments via Credit or Debit cards. Please remember that billing commences 45 days after setting up the recurring payment.**
- Other (optional) charges will be billed by manual invoice as per the "Schedule of Charges" if accrued.

WHAT WE NEED FROM YOU

- Copy (in hard copy or electronically)
 - for the front page & the About page (both company & personal)
 - testimonials/endorsement/awards
 - product/services information
 - any links you would like to place on your site to other companies
 - contact information for all staff you would like listed
 - various articles relating to your organization or industry
- Photographs, videos or audio recordings
- Existing marketing materials, brochures, handouts, DVD's
- Logo (preferably in electronic form)

HOW TO START (IMPORTANT)

Please carefully read through the contract &, when you're happy (feel free to ring & chat about it), e-sign & initial where noted on the contract. Once completed, you, and we, will receive a completed copy. Upon completing your signature, you will be automatically forwarded to the payment set up. Work will commence once we receive notification from our processor that the payment setup is complete and the contract is received at the office.

As the client, you are responsible for providing copy, images, videos or other materials needed to complete your website.

This contract remains valid for one month from the date of this letter. After this date, a revised contract may be required.

Thank you & best wishes

Ian Shere

Web Designer & Technical Manager



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CLIENT INFORMATION FORM

THE CLIENT:

Company Name:

Authorised person(s) under this Agreement:

Address:

Contact phone:

Email Address:

THE COMPANY:

Company: CitrusKiwi Web Solutions LLC

Principal's Names: Ian & Myrna Shere

Address: 25943 W Yukon Drive, Buckeye, AZ 85396

Phone: (916) 849-7325

Email Address: ian@citruskiwi.com, mj@citruskiwi.com

SCHEDULE OF CHARGES

Monthly subscription (payable 3 months in advance)

Subscription plan

Other charges (optional) Any charges below will not be undertaken without specific approval by you.

Graphic Design	\$65.00/hour
Training (1 st hour free)	\$65.00/hour
Scanning/manipulation of non-electronic information	\$25.00/hour
Data Entry	\$15.00/hour
Logo design	\$195.00 (one off payment)
Site maintenance (up to 12 hours in any calendar year)	FREE



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CITRUSKIWI WEB SOLUTIONS LLC

Terms & Conditions of Trade

1. Definitions

- 1.1 "Company" shall mean CitrusKiwi Web Solutions LLC, its successors & assigns or any person acting on behalf of & with the authority of CitrusKiwi Web Solutions LLC.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of & with the authority of the Client) as described on any Proposal, work authorization or other form as provided by the Company to the Client.
- 1.3 "Guarantor" shall mean that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Web Solutions" shall mean all services supplied by the Company to the Client (& includes any advice or recommendations) & are as described on the invoices, contracts, work authorisation or any other forms as provided by the Company to the Client.
- 1.5 "Contract" shall mean the Company's proposed Charges which details the scope of Solutions as required by the Client.
- 1.6 "Charges" shall mean the charges payable for the Web Solutions as agreed between the Company & the Client in accordance with clause 3 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Company from the Client for the supply of Web Solutions &/or the Client's acceptance of Web Solutions supplied by the Company shall constitute acceptance of the terms & conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly & severally liable for all payments of the Charges.
- 2.3 Upon acceptance of these terms & conditions by the Client the terms & conditions are binding & can only be amended with the written consent of the Company. These terms & conditions may be modified should the circumstances require. Where these terms & conditions are subject to modification the Client will be advised by the Company.
- 2.4 Should either party consider that these terms & conditions of the agreement have been altered in any way they should so notify the other party immediately in writing. Failure to do so may render invalid a later claim on this basis. Such variations to this agreement should then be recorded in writing & signed by both parties.
- 2.5 The Client shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name &/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Company as a result of the Client's failure to comply with this clause.

3. Charges & Payment

- 3.1 At the Company's sole discretion the Charges shall be either:
(a) as indicated on invoices provided by the Company to the Client in respect of Web Solutions supplied; or

(b) the Company's proposed Charges (subject to clause 3.2) which shall be binding upon the Company provided that the Client shall accept the Company's Proposal in writing within thirty (30) days according to the Company's "Schedule of Charges".

- 3.2 The Company reserves the right to change the Charges in the event of a variation to the Company's Contract. Any variation by the Client to the brief shall be notified, in writing, to the Company by the Client.
- 3.3 The first payment is due forty-five (45) days after the date of signing this contract & each payment shall be for three (3) months in advance.
- 3.4 Payment will be made by credit/debit card.
- 3.5 Any taxes & duties that may be applicable shall be added to the Charges except when they are expressly included in the Charges.
- 3.6 No refund will be given by the Company to the Client for any reason (except as set out in Clause 3.8), & the Company will not be liable to the Client in any way if this clause becomes active.
- 3.7 Cancellation of the Web Solutions must be in writing, & received by the Company thirty (30) days prior to the next due date.
- 3.8 A refund will be given for transactions received after cancellation has been made by the Client as per Clause 3.7. All refunds will be made within thirty (30) days of notification by the Client.

4. Other charges

The Contract, unless otherwise stated, shall not include other charges incurred by the Company.

5. Delivery Of Web Solutions

- 5.1 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.
- 5.2 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver the Web Solutions (or any of them) promptly or at all, where due to circumstances beyond the control of the Company.

6. Company's Responsibilities

- 6.1 The Company's duties under this agreement shall at all times be undertaken with due care & skill.

7. Client's Responsibilities

- 7.1 The requirements of the project shall be supplied by the Client to the Company, including (as a minimum):
(a) the scope of the total project which the Company is to design, &
(b) all copy, images, videos or other material to be included on the website. Billing commences forty-five (45) days after the signing of the Contract.

8. Postponement or Cancellation

- 8.1 The Company may terminate any project to which these terms & conditions apply or cancel delivery of Web Solutions at any



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- time before the Web Solutions are delivered by giving written notice to the Client. In the event of this occurring, no refunds will be given (see clause 3.6). The Company shall not be liable for any loss or damage whatsoever arising from such termination.
- 8.2 Should the Company consider that the Client has not provided sufficient information to the Company to allow the work to be undertaken properly, the Company shall advise the Client of the information required, & the Company may postpone work until the Client has provided the information, if that information is of the nature that no other work on the project can be undertaken without that information (& in such event any work schedule shall be extended by the period of the postponement).
- 8.3 Should the Client wish to postpone or terminate the project the Client shall notify the Company accordingly in writing. Where the project is postponed or terminated all Charges due to date shall be calculated on the basis of the Web Solutions completed by the Company up to that point. Where the postponed project is resumed the Client shall pay additional, reasonable Charges to the Company.
- 9. Confidentiality**
- 9.1 Other than as required by law, all information relating to this project shall be treated as confidential by the Company, the Company's staff & consultants or affiliates, who shall also be bound by this provision.
- 10. Title**
- 10.1 The Company & Client agree that ownership of the Web Solutions shall remain with the Company, until such time as all payments are received in full. (see also Section 10.2, & 13).
- 10.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognised.
- 11. Client's Disclaimer**
- 11.1 The Client hereby disclaims any right to rescind, or cancel any contract with the Company or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Company & the Client acknowledges that the Web Solutions are bought relying solely upon the Client's skill & judgment.
- 12. Error & Omissions**
- 12.1 The Client shall inspect the Web Solutions once the website is fully live (such time to be advised by the Company to the Client by email) & shall within seven (7) days of such notify the Company of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Company an opportunity to inspect the Web Solutions within a reasonable time if the Client believes the Web Solutions are defective in any way. If the Client shall fail to comply with these provisions, the Web Solutions shall be conclusively presumed to be in accordance with the terms & conditions & free from any defect or damage.
- 13. Intellectual Property**
- 13.1 Where the Company has designed, drawn or written Web Solutions for the Client, then the copyright in those designs, documentation & any other material supplied by the Company, relating to the project, shall remain vested in the Client once the first 3-monthly payment is made.
- 13.2 Clause 13.1 shall not apply to any graphic or other design outside those covered by the monthly charges. Such items shall remain the property of the Company until such time as any charges levied for those services are paid in full. (see Clause 10.2). Once all charges are paid, ownership & copyright shall pass to the Client.
- 13.3 The Client warrants that all designs, copy, images, instructions or other material so supplied to the Company will not cause the Company to infringe any patent, registered design, copyright or trademark in the execution of the Client's order & the Client agrees to indemnify the Company against any action taken by a third party against the Company in respect of any such infringement.
- 13.4 Should this relationship between the Company & the Client come to an end for any reason, then the Company shall make available to the client within a reasonable time, all materials relating to the website & its operation. The company will also supply any usernames & passwords needed to ensure the smooth transition to a new designer &/or host. The company will also supply a ready to install copy of the website in Joomla. Should the client wish to change the website to a different platform this would be at their cost.
- 13.5 The Client acknowledges that Clause 13.4 relates only to text & graphics & does not mean that the website can or will be transferred in a fully working form. Redesign may be necessary depending on the new design platform chosen.
- 14. Default & Consequences of Default**
- 14.1 At the Company's sole discretion, any overdue invoice shall incur penalty interest equal to ten percent (10%) of the overdue amount, which shall be immediately due & payable.
- 14.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour Charges incurred by the Company.
- 14.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from & against all costs & disbursements incurred by the Company in pursuing the debt including legal costs on an attorney & the Company's collection agency costs.
- 14.4 Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Web Solutions to the Client & any of its other obligations under the terms & conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company has exercised its rights under this clause.
- 14.5 Immediate removal of the site will occur if three (3) skipped payment notices are received from our processor within one (1) year period regardless of the reason for such skips.
- 14.6 If any account remains overdue after fourteen (14) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration charges which sum shall become immediately due & payable.
- 14.7 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled & all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:



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- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

15. General

- 15.1 If any provision of these terms & conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality & enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms & conditions & any contract to which they apply shall be governed by the laws of Arizona & are subject to the jurisdiction of the courts of Phoenix.
- 15.3 The Company shall be under no liability whatsoever to the Client for any indirect &/or consequential loss &/or expense (including loss of profit) suffered by the Client arising out of a breach by the Company of these terms & conditions.
- 15.4 In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Charges of the Web Solutions for three (3) months of supply.
- 15.5 The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.6 The Company may license or sub-contract all or any part of its rights & obligations without the Client's consent.
- 15.7 The Company reserves the right to review these terms & conditions at any time. If, following any such review, there is to be any change to these terms & conditions, then that change will take effect from the date on which the Company notifies the Client of such change.

- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 15.9 The failure by the Company to enforce any provision of these terms & conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.
- 15.10 These Terms & Conditions take precedence over, but should also be read in conjunction with, CitrusKiwi Web Solutions LLC's other Terms & Policies which can be viewed at www.citruskiwi.com.

16. Spam

- 16.1 Any use of the Company's system for spamming other internet users is strictly forbidden. If your account is discovered to be the source of spam email messages, whether sent by you or not, & whether known to you or not, your account will be immediately taken offline until the infection is rectified.
- 16.2 Where spam from your account causes a blacklisting of our IP address(es), & instant removal of those blocks incurs a charge, the Company reserves the right to be reimbursed by the client for such charges. Instant removal is required to maintain mail services to other clients on the system.
- 16.3 In addition to removal fees, any time taken to rectify the situation by the Company will be billed at the current hourly rate.
- 16.4 Any damages sort by the Company's clients from the Company will be passed on to you.
- 16.5 Should spam be found originating from any account a second time, the account will be permanently banned. No refunds will be given, but clauses 16.2 & 16.3 shall still apply.

17. Fair use for Company promotion

- 17.1 The Client gives the Company the right to use their comments, links to the Client site, or images (such as screenshots) of the Client site for promoting its own services..

I/We accept the work detailed in the Contract & certify that the above information is true & correct. I/We have read & understood the TERMS & CONDITIONS OF TRADE of CitrusKiwi Web Solutions LLC & agree to be bound by these conditions, which form part of, & are intended to be read in conjunction with the Company's Contract & Schedule of Charges (attached). I/We authorise the use of my personal information as detailed in the Privacy Act clause therein. **I/We agree that if I/we am/are a director(s) or a shareholder(s) (owning at least 15% of the shares) of the Client I/we shall be personally liable for the performance of the Client's obligations under this contract.**