

TERMS AND CONDITIONS

1. In the interpretation of this Agreement, the following words and phrases have the following meanings:

(a) "Acceptance" means the fulfilment of the conditions for acceptance set out in clause 10 of this Agreement;

(b) "this Agreement" means the agreement constituted by: (i) the quotation; (ii) these terms and conditions; (iii) price proposal;

(c) any modifications and variations authorised in accord with the terms of these terms and conditions including, when completed and agreed, the Technical Specification;

and all other agreements, understandings, representations whether preceding or collateral are superseded by this Agreement.

(d) the "Client" means the entity shown as the Client on the covering page to which these Terms and Conditions are attached, its successors and permitted assigns and the expressions "you" and "your" have a corresponding meaning;

(e) "Four P's Marketing Solutions (or "Four P's)" Four P's Marketing Solutions ABN 31 885 345 990 its successors and permitted assigns and the expressions "we", "us" and "our" have a corresponding meaning;

(f) "Price" means the Sum stated in the Price proposal in the Annexure marked "A" as varied in accord with the terms of this Agreement from time to time;

(g) "Work" means all services to be provided by Four P's to the Client

(h) references to one gender mean and include references to all other genders;

(i) a reference to a defined term in paragraphs (a) to (g) includes all parts of speech incorporating that defined term;

(j) if the time for compliance with any obligation falls on a day in which banks are not open for business in Melbourne, Victoria, then the time for compliance with that obligation is extended to the next day on which banks are so open;

(k) If any provision of this Agreement is found to be unlawful, void, or unenforceable, then that provision shall be severed from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions;

(l) In the event of any discrepancy or ambiguity of these Terms and Conditions or any quotation provided by us, these Terms and Conditions prevail and replace any quotation.

2. Prices quoted are estimates only and are exclusive of sales tax or any like tax or duty on goods or services. Any tax imposed by way of goods and services tax or like impost will be in addition to the prices quoted above and will be recoverable as if it were a primary debt owed to Four P's upon presentation of a valid tax invoice. Four P's shall not exceed its estimates without your prior consent.

3. Prices quoted are valid for thirty days from date on quote.

4. Before works can commence:

(a) A purchase order must be placed or written authority to proceed completed and forwarded to our office. Receipt of purchase order or written authority to proceed constitutes agreement to and acceptance of these Terms and Conditions. Payment is an acceptance of our terms and conditions. Four P's reserves the right to change any of the Terms and Conditions at any time and without prior notice

(b) A 50% deposit must be transferred and received into Four P's bank account before work can commence.

5. We reserve the right to withdraw our price at any time prior to acceptance of this offer.

6. If this Agreement is terminated for whatever reason, you agree to pay us at our hourly rate for all time spent on, and disbursements accrued on your behalf for this project up to the time of termination. For the avoidance of doubt, Four P's shall be entitled to payment for all work performed and disbursements accrued by it in accordance with this Agreement and for which Four P's has not been reimbursed as at the date on which the Agreement is terminated.



7. Any designs, work and proposals, pending acceptance, submitted by Four P's are submitted on a confidential basis and you agree not to use them except according to these Terms and Conditions.
8. Copyright and all other intellectual property rights which can or may arise as a result of work performed by us specifically for the purposes of this Agreement remains with us.
9. In addition to any entitlement to the invoiced amount, Four P's:
 - (a) is entitled to recover an amount equal to Four P's reasonable legal costs (on a solicitor/client basis), expenses and an amount equal to the rate fixed from time to time under the Penalty Interest Rates Act 1983 (Vic) on any overdue accounts;
 - (b) has the right (without prejudice to its rights or remedies under this Agreement and at law) if the Client fails to make any payments due in accord with this Agreement to suspend performance of its obligations under this Agreement until such time as payment of all outstanding moneys is received in full and any such delay in payment will result in a corresponding increase in the time for completion of the project. Four P's will not be entitled to suspend work where there is a genuine dispute about payment.
10. Neither party will be liable to the other by reason of the failure of either of us to perform any obligations under this Agreement by reasons of strikes, riots, flood, fire explosion, war (whether declared or not) governmental action or any other cause which is beyond the reasonable control of such parties.
11. Four P's expressly denies any and all warranties or representation that the designs to be submitted are necessarily available for allocation as domain names or registrable as trade marks or designs under the laws of Australia or any other place.
12. No warranty, is given by Four P's or responsibility accepted by Four P's to ensure that goods produced or services performed comply with the requirements of any legislation or any code or standard relating to the marking and/or labelling and/or packaging of goods or with respect to the provision of services particularly services relating to the finance or insurance industries. Compliance with the requirements of such legislation shall be the Client's sole responsibility and the Client will indemnify and hold Four P's harmless against the consequences of the failure to observe the requirements of any such legislation as a result of the performance of this work by Four P's.
13. To the maximum extent provided by law all imposition or adoption of liability which would or might otherwise be created by these terms or conditions, or any warranties, undertakings, inducements or representations, whether express or implied are expressly excluded. Any liability of Four P's which might be imposed that by law cannot be excluded is, where permitted by law, limited solely to the performance of the services again, the resupply of any goods or the costs of such performance, repair or re-supply. Four P's will not be liable for indirect or consequential loss or any loss to the Client or any person claiming through the Client.
14. The parties will maintain as confidential all information belonging to the other party which may be provided to the other. The parties will further ensure that any servant or agent who needs to know any confidential information (within the description in this clause) will be placed under a similar obligation of confidentiality directly to the party disclosing the information. The obligations under this clause will survive the termination of this agreement for any reason.
15. If either party goes into liquidation, is declared bankrupt or has a receiver or receiver and manager appointed to its affairs, then this agreement will terminate. If either party commits a material breach of its obligations under the terms of this agreement and that party fails to remedy the breach within fourteen (14) days of notification in writing from the other party then the party giving notice may, at its election, terminate this agreement by further notice in writing.
16. During the term of this Agreement and for six (6) months after termination for any reason, neither party may engage any employee of the other or otherwise induce an employee to leave the employment of a party without the express written permission of the party which employs that person.
17. Any individual executing this Agreement on your behalf represents and warrants that he or she has your authority to execute this Agreement on your behalf.
18. These Terms and Conditions supersede all previous representations, understandings or agreements.
19. This Agreement shall be governed by Victorian State Law and Australian Federal Law

<Signatory>

____/____/_____
(dd/mm/yyyy)