

Supplier Digital Agreement

1.0 Services Rendered

STRATEGY

We will provide an initial strategy as part of our initial consultation with you (**hereafter referred to as 'the Partner'**). This will vary from product to product, should **'the Partner'** have any questions regarding the strategy provided, please raise them throughout the process.

ERRORS

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to **'the Partner'** or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if **'the Partner'** have advised us of them.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed **'the Partner'**'s expectations. **'the Partner'** agree to aid us in doing so by making available to us needed information pertaining to **'the Partner'**'s website and to cooperate with us in expediting the work.

3.0 Charges for Services Performed

Requests above and beyond those listed in the budget may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Supplier Digital.

4.0 Terms of Payment

4.1 BILLING SCHEDULE

We're sure **'the Partner'** understand how important it is as a small business that **'the Partner'** pay the invoices that we send **'the Partner'** promptly. We're also sure **'the Partner'** will want to maintain a positive working relationship and keep the project moving forward, so **'the Partner'** agree to stick tight to the following payment schedule.

Supplier Digital will invoice all fees for payment in advance at point agreement is agreed upon. Each future invoice will be issued 7 days prior to the next monthly due date and payable on 7-day terms.

4.2 CLIENT AGREEMENT TO PAY

'The Partner' agree to pay our invoices on time as specified above. In the event payment is not made within 7 days, Supplier Digital may charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the people power, interest, and other costs Supplier Digital pays for carrying overdue invoices from **'the Partner'**. In addition, Supplier Digital reserves the right to stop work until payment is received.

4.3 COLLECTION COSTS

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, **'the Partner'** agree to reimburse us for these expenses.

5.0 Cancellation of Plans

'The Partner' have the right to modify, reject, cancel or stop any and all plans or work in process. However, **'the Partner'** agree to reimburse us for all costs and expenses we incurred prior to **'the Partner's'** change in instructions, and which relate to non-cancellable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

6.0 Responsibilities of Supplier Digital and **'the Partner'**.

6.1 SUPPLIER DIGITAL'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, artwork or any other property or rights belonging to third parties obtained by us for use in performing services for **'the Partner'** (If applicable).

6.2 **'THE PARTNER'S'** RESPONSIBILITY FOR RELEASES

'the Partner' guarantees that all elements of text, images, or other artwork **'the Partner'** provides are either owned by **'the Partner's'** good selves, or that **'the Partner'** has permission to use them. Then when **'the Partner's'** final payment has cleared, copyright will be automatically assigned as follows:

'The Partner' will own the visual elements that we create for this project. We'll supply **'the Partner'** source files and finished files and **'the Partner'** should keep them somewhere safe as we're not required to keep a copy. **'The Partner'** will own all elements of text, images and data **'the Partner'** provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to **'the Partner'**, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

6.3 CLIENT RESPONSIBILITY FOR ACCURACY

'The Partner' shall be responsible for the accuracy, completeness and propriety of information concerning **'the Partner's'** products and services which **'the Partner'** furnishes to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

Supplier Digital acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Supplier Digital on behalf of **'the Partner'** or disclosed by **'the Partner'** to Supplier Digital.

Also, due to the wholesale nature of Supplier Digital's engagement model, all relationships will be held with Supplier Digital and **'the Partner'** directly and at no time will Supplier Digital attempt to contact the end customer directly without express written permission from **'the Partner'**

8.0 Term and Termination

8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective as of the date agreed online by ticking the **'I agree to these terms and conditions'** tick box when selecting a product from the Supplier Digital website and shall continue until terminated by either party upon not less than 30 days' notice in writing given by either party to the other.

8.2 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?

Any non-cancellable materials, services, etc., we have properly committed ourselves to purchase for **'the Partner'**'s account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by **'the Partner'**, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from **'the Partner'**. We will provide written proof, upon request of the Supplier Digital, that any such materials and services, are non-cancellable.

8.4 MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which **'the Partner'** have not paid us in full, until such time as **'the Partner'** have paid us in full **'the Partner'** agree not to use any such materials, in whole or in part, or the product of such services.

8.5 TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by **'the Partner'** to Supplier Digital, Supplier Digital shall transfer, assign and make available to **'the Partner'** all property and materials in its possession or control belonging to **'the Partner'**. **'The Partner'** agrees to pay for all costs associated with the transfer of materials.

8.6 GUARANTEES

All guarantees made as part of each individual product will be honoured as part of this agreement.

9.0 General Provisions

9.1 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province/State of QLD/AUSTRALIA.

9.2 REPRESENTATIONS AND WARRANTIES

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all their obligations here under without violating the legal or equitable rights of any third party.

9.3 ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.