

TERMS OF ENGAGEMENT

These terms of engagement form part of our fee proposal to you. Together they make up the agreement of the work NKDC will complete and should be read in conjunction with other documentation relevant to our offer. NKDC may from time to time alter its Terms of Engagement, all services provided will be at NKDC's current Terms of Engagement.

01. DEFINITIONS

Client, You: The company, business or individual requesting and engaging the services offered by NKDC Pty Ltd.

NKDC: NKDC Pty Ltd and employees or contractors.

02. CHANGES + ADDITIONS

All change requests must be made in writing. Should work require revision due to an incorrect brief, or if additions outside the initial scope of work are requested, the Client will be notified and additional services will be charged based on a quoted price or at NKDC's hourly rate.

Additional expenses including but not limited to stock photography, freight charges, postage, mock-ups, may be charged by NKDC as they may not have been required at the time of the proposal. NKDC will advise the Client should any additional expenses be added to the invoice.

Changes requested by the Client post design approval will be treated as a new job and charged accordingly.

Web projects are granted a 30-day period whereby NKDC will repair any bugs found as a result of NKDC's error free of charge. This does not include changes to functionality or design. The Client must understand NKDC test all websites thoroughly, however it can not be guaranteed to be 100% error free in development and this does not constitute a reason to cancel the project or void payment of work to date.

03. CONTENT

The Client is responsible for accuracy and legality of all text and content provided to NKDC. While all due care will be taken to correct any mistakes, NKDC accepts no responsibility for any errors in content provided by the Client. All content provided by the Client must not infringe any copyrights of third parties and NKDC will not be held responsible, nor shall action be taken against NKDC by any third parties for any such instance. It is the responsibility of the Client to proofread all work to ensure it is correct and suitable for use, NKDC will submit all final proofs of artwork to the Client for this purpose.

NKDC reserve the right to refuse use of any provided material which it deems immoral, offensive, obscene or illegal.

Content provided by the Client must be clearly named and sorted with clear instructions, and should be delivered in one package prior to commencement of the project by NKDC.

04. CANCELLATIONS

If the Client elects to terminate NKDC's services, written notice will be required and the Client is responsible for payment of all work completed and any outstanding contractual obligations incurred to the date of cancellation.

05. PRINTING, PRODUCTION + HOSTING

Printing, production and or hosting / domain registration costs are not included in design / artwork charges unless otherwise stated. Should services be required from other consultants, the Client will be advised and shall bear the costs of such.

Proofs viewed by the Client may vary in terms of colour depending on the monitor and user settings, and or the printer which the proof has been printed from. As such there may be some colour variation from the proof in comparison to the final product.

Websites may have minor variances depending on the device and the software used to view the website.

06. BILLINGS + OVERDUE PAYMENTS

For projects exceeding \$1000, NKDC will issue a 50% deposit invoice due for payment before work will commence. This will be followed by a second and final 50% invoice at completion and prior to handover.

If the Client requests work from NKDC that has not been quoted, it will be charged at NKDC's hourly rate and time accrued will be invoiced upon completion of the project and prior to handover.

All invoices are on 14 day terms. Invoices not paid by the due date will incur an administration fee of \$40 or 3% of the invoice total, whichever is greater. Should the invoice remain unpaid a month past the due date, an additional \$40 or 3% of the invoice total, whichever is greater, will be added to the invoice and the issue will be passed on to a debt collection agency to resolve; any additional costs including interest, commissions, legal fees and debt collection charges will be covered by the Client. NKDC reserves the right to withhold any printed or produced items and or take down the Client website until payments have been met.

You agree that you accept ultimate personal responsibility for payment of all invoices, which NKDC renders to the Client and associated entities, so that you guarantee payment by those associated entities.

All accounts are payable prior to delivery of final artwork.

07. PROJECT INACTIVITY

Should NKDC receive no response from the Client for a period of 30 days or greater, the project will be deemed inactive. NKDC will close the project and bill for work completed to date.

08. SCHEDULE

NKDC endeavours to complete all projects in a timely fashion and will meet deadlines when reasonable. NKDC will not be held responsible for the delay of projects caused by waiting for content, feedback or approval, or by a change of brief or excessive changes to the project by the Client. In some instances, third parties or the Client's in-house team may be

involved in the production of a project, NKDC will not be held responsible for any delays caused as a result of this.

Should projects become urgent at the request of the Client, and through no fault of NKDC, an 'urgent fee' may be charged at 1.5 times the regular hourly rate. This is to cover any additional administration and or overtime required by NKDC to facilitate the project.

NKDC reserves the right to suspend services to the Client as a result of obligations and or payments not being met.

08. LIABILITY + INDEMNITY

NKDC operate to the highest standards of creative work and will ensure any errors are rectified in a reasonable timeframe. NKDC will not be held liable for circumstances including but not limited to loss of business, profit, contracts or indirect consequential loss suffered by the Client.

You agree to indemnify NKDC against all liabilities, claims, costs and expenses incurred by NKDC in respect of any claim by a third party which is related to, arises out of, or is in any way associated with our Engagement.

09. PUBLICITY

NKDC reserves the right to reproduce material created for the Client for promotional purposes including advertising, design awards and on the NKDC website. NKDC also maintain the right to place a small logo on the Client's website to link back to NKDC's website.

10. COPYRIGHT + LICENSING

Any design or other services completed by NKDC for the Client is licensed to the Client on a one-time only basis upon payment and may not be modified, re-used or re-distributed in any way or form without the express written consent of NKDC. Licensing fees will be based on the intended use at the time of the project, should this change at any stage NKDC is to be notified immediately.

Legal protection and registration is your responsibility. You may care to consult your own legal counsel as to availability and the ability to register the proposed designs, names, marks and other materials.

If multiple designs are presented by NKDC to the Client, the chosen design is considered as fulfilling the contract; all other designs and concepts remain the property of NKDC.

All design, artwork and intellectual property remains copyright NKDC. All working files remain the property of NKDC, print files may be released upon request for an additional fee.

11. SUPPORT

All communications with NKDC regarding support and discussing projects in progress are included in the project fee; however, business strategy and advice outside the scope of works and or not pertaining the current project will be billed for at NKDC's hourly rate in 15 minute increments. Should additional support be required after a project has been completed, this will also incur the aforementioned additional costs.

12. FORCE MAJEURE

NKDC accept no responsibility if they are unable to complete a project for any reason beyond our control including: Act of God, war, fire, flood, failure of power supply, sabotage, strike or other action taken by employees in contemplation of furtherance of a dispute. During such an instance, the Client may choose to terminate the contract as per the cancellations section.

13. JURISDICTION

The law applicable to these Terms of Engagement is the law of the State of Queensland and any legal action arising out of or in respect of these Terms of Engagement shall be brought only in the Courts of the State of Queensland and the Client hereby admits to the jurisdiction of the Courts of the State of Queensland.

14. ACCEPTANCE

Agreeing to engage NKDC and or acceptance of an estimate implies you have read and accepted the Terms of Engagement. The Client also agrees that any debt incurred is joint and several meaning in the case of a partnership or joint account, all Client parties are liable for the full amount.