

## **Brandon-Lee Blignaut <> Jan Van Rooyen**

### **Contractor Agreement**

**Brandon-Lee Blignaut** (also known as “Contractor”) will provide **Jan van Rooyen** (also known as “Client”)

#### **Terms and Conditions**

The following rates and terms apply:

Client will pay a 25% deposit of R5 000 by Direct Deposit/EFT no later than 2 weeks after Quotation sent date and a the remaining 75% of R15 000 on project completion. Work on the project and the Project’s Deliverables will only commence when the deposit has been paid and a proof of the payment is sent to the Contractor’s email address (Brandonlblignaut@gmail.com)

Contractor will provide the following as per deliverable and content topics mutually agreed upon:

- Website Design & Setup Work Includes: - Custom interface, including layout, colours, fonts
- PhpMyAdmin DBMS Creation & Setup
- Website architecture & Server-Side Code
- Phase 1 of System Process

#### **Copyright**

Client will own the copyright for all material created under this agreement, and the contractor can showcase sample works from this project as portfolio pieces only with consent and approval from the client.

## **Customer Confidential Information**

The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, “know-how”, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. Freelancer will not use Customer’s name, likeness, or logo (Customer’s “Identity”), without Customer’s prior written consent, to include use or reference to Customer’s Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

## **CONFLICT OF INTEREST**

Freelancer represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Freelancer is bound. Freelancer shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Freelancer or which is detrimental to Customer’s business interests.

## **LIMITATION OF LIABILITY**

Except as set forth in this section below, in no event will either party be liable for any special, indirect, incidental, or consequential damages nor for loss of data, profits or revenue, cost of capital or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.