



THE #1 PROVIDER
OF DIGITAL MARKETING
SOLUTIONS FOR RECRUITERS

CLIENT PROPOSAL

Smaart Recruitment

Tim Amassah

SYDNEY

Level 2, 50 York Street
Sydney, NSW 2000
02 9955 7170

LONDON

8th Floor, 155 Bishopsgate,
London, EC2M 3TQ
+44(0) 7497 656 173

Hi Rupert,

Company: Smaart Recruitment

BDM: Tim Amassah

Your order #JXTRef006071.

Implementation Cost

Product	Quantity	Price
Professional Services - Support	1	2,160
Professional Services Terms and Conditions		
Total		\$2,160 AUD
GST		\$216 AUD
Net Total		\$2,376 AUD

Professional Services - Support

Price: \$2,160.00

Description

SMAART TV Professional Service Fees - Youtube Video Solution

Bespoke Youtube Video Solution comprising of:

- Customised Smaart TV screen display with full video playback functionality.
- Featured Video Playlist Section
- Interview Tips & Tricks Section

Initial mock up was 3 hours of creative work. The development of the page and functionality will require 8 hours of development work. JXT has allocated 1 hour for QA and UAT.

In order for JXT to deliver this functionality requires the development of a Youtube API. This will be a completely new feature on the JXT platform, development for this is expected to be 3-5 days. Research and scoping will require a few weeks.

Due to the benefits associated with this project it will be included in our development roadmap and therefore the API build only will not be charged.

Deliverables

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Professional Services Terms and Conditions

Deliverables

Please download the [direct debit form](#)

Terms and Conditions

CONSULTING SERVICES AGREEMENT

1. Services

- 1.1 The Supplier will provide the Services set out in this completed agreement.

2. Timetable and Milestones

Timeframes

2.1 The Supplier will use reasonable efforts to complete the services within the timeframes specified as per the Project Plan.

Delays

2.2 The Supplier is not responsible to the Customer or anyone else for any failure in providing the Services if the failure is caused by an Unexpected Delay. The Supplier will tell the Customer if there is a delay that will affect the Services and the cause of the delay.

2.3 If the Supplier is required to perform additional services because of an Unexpected Delay, then this Agreement will, upon prior written agreement of both parties, also be varied to include those additional services and any additional Fees that apply.

2.4 The parties expressly acknowledge and agree that the dates contained in the Project Plan are not firm performance dates and may be revised by the Supplier.

3 Acceptance

3.1 If, as part of the Services, the Supplier provides the Customer with any Deliverables, the Customer will be deemed to have accepted the Deliverable unless the Customer provides the Supplier with written notice that the Customer does not, acting reasonably, consider that that Deliverable meets the requirements of this Agreement within 10 business days of the Customer receiving the Deliverable. If no such notice is given within 10 business days of the Customer receiving the Deliverable, the Customer will be deemed to have accepted that Deliverable. We provide 2 revisions for bug fixes within 10 business days from the date of delivery. Any changes requested after the 10 business days will be considered out of project and if required will be charged additionally.

3.2 Any notice given by the Customer under clause 3.1 must set out specifically how the Customer considers that the Deliverable does not meet the requirements of this Agreement.

3.3 If the Customer provides the Supplier with a notice under clause 3.1, the Supplier will review the relevant Deliverable and provide the Customer with a revised version of it incorporating the amendments, if any, that the Supplier considers are required for it to meet the requirements of this Agreement.

3.4. If the Customer does not notify the Supplier within 10 business days of receiving a revised Deliverable under clause 3.3 that the Customer considers, acting reasonably, that the revised Deliverable still does not meet the requirements of this Agreement, the Customer will be deemed to have accepted that revised Deliverable.

3.5 The Customer's review and approval of Deliverables must be solely for the purpose of determining compliance in all material respects of the Deliverables with the specifications for that Deliverable and not for any other purpose, including format or style of the Deliverables or the incorporation at that time of additional ideas or functionality. Approval must be granted if the Deliverable conforms in all material respects to the applicable specifications.

4. Fees for Consultancy Services

4.1 The Customer must pay the Supplier the Fees set out in the Proposal for the Consultancy Services:

4.2 The Fees payable for any services in addition to those set out in the Proposal will be calculated on a time and materials basis based on the hourly rate of \$180

5. Definitions

5.1 In this Schedule, the following definitions apply:

Proposal means the agreement electronically distributed and includes any specification referred to in the proposal. Unexpected Delay means any delay in providing the Services that is caused or contributed to by an act or event (including the non-performance of any of the Customer's obligations) that is beyond the Supplier's control or was not reasonably foreseeable by the Supplier at the date of this Agreement.

6. Fees and Payment for Purchased Solutions

6.1. User Fees: You shall pay all fees specified in all Authorisation Forms hereunder. (i) fees are quoted and payable in Australian Dollars (ii) fees are based on the Solution purchased, (iii) payment obligations are non-cancellable and fees paid are non-refundable.

6.2. Invoicing and Payment: You must pay our fees on the terms set out below.

For major projects (over \$5,000) the invoicing will be as follows:

- 6.2.1 50% deposit on signing of electronic signing of the proposal. Payment must be received prior to the commencement of the project.
- 6.2.2 25% within 30 days from the electronic signing of the agreement or completion date whichever is reached first
- 6.2.3 25% within 60 days.

For minor projects (under \$5,000) the invoicing will be as follows:

- 6.2.4 100% to be paid on signing on agreement
- 6.2.5 Consulting Services within 7 days of issuing an invoice

6.3 Timeline

Unless otherwise arranged the implementation schedule is as follows: Creative Design to be signed off no more than 4 weeks from Design Briefing; Beta Site must be signed off no more than 4 weeks from the end of the Creative Design approval. Should You hold up the 'Go Live' date beyond the 90 day project schedule or custom designs or 14-21 days for templates, JXT have the rights to invoice the balance of the total amount owing and commence invoicing as per the SaaS agreement.