



4. Remuneration:

All work will be paid at Cadvisions contract rate of \$\*\*.\*\* per hour plus GST. Payment is to be made in one sum immediately on completion or if the work is to extend over a period exceeding one month then payments due are to be invoiced at the end of each calendar month and paid on the 20th of the following month in accordance with normal trade practice.

5. Holidays:

Statutory holidays are to be allowed for within the period of this contract. It is also noted that Cadvision may have holidays of up to a three week period. These breaks will be arranged where possible so as not to interrupt \*\*\*\*\*'s schedules and two weeks notice of any such break will be given by Cadvision.

6. Expenses:

\*\*\*\*\* shall reimburse Cadvision for all out of pocket expenses incurred in the execution of their duties on presentation of reasonable evidence that the expenditure has been incurred by them.

Travel will be charged at the rate of \$1.50/km.

Materials will be charged at cost plus 10%.

7. Responsibility:

\*\*\*\*\* and Cadvision are deemed to be responsible for all services or work performed and undertaken for or on behalf of \*\*\*\*\* unless otherwise mutually agreed upon. Cadvision shall not be deemed responsible for any delays in delivery or faulty performance or quality of service of machines or other goods in use or purchased by \*\*\*\*\*. It is agreed hereto that Cadvision will not be held responsible for actions or performance of \*\*\*\*\* and that Cadvision or any person(s) employed by Cadvision shall not be liable for any loss or damage which may be sustained by \*\*\*\*\* as a result of any negligence by any person.

8. Indemnity:

\*\*\*\*\* shall indemnify in total Cadvision against claims arising out of actions taken or advice given in good faith whether at the direction of \*\*\*\*\* or not, during the course of its duties.

9. Copyright:

All development by Cadvision outside the scope of the specific contracts it is working on remain the sole property of Cadvision.

10. Arbitration:

That where this contract provides a reference to arbitration or in case of any dispute or difference arising between the parties as to the construction of this contract or the rights duties or obligations of either party hereunder or any matter arising out of or concerning the same or Cadvision's employment hereunder every such reference dispute and matter shall be referred to a single arbitrator if the parties can agree upon or otherwise to two arbitrators to be appointed by \*\*\*\* and Cadvision respectively and an umpire to be appointed by such two arbitrators before proceeding with the arbitration and otherwise in accordance with the Arbitration Act 1908 or any statute for the time being replacing extending or modifying same.

IN WITNESS whereof this agreement has been executed on the day and year first hereinbefore written.

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Signed

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Signed

CONFIDENTIAL