

GOLDMINE!

PO Box 80163
Athens, Georgia 30608

Web Development Agreement

By signing this Web Development Agreement (**Agreement**), Goldmine Network (**Goldmine!**) becomes the web designer contracted to produce a customized website (**Website**) for _____ (**Client**). Goldmine's relationship with the Client begins as of the date of this Agreement, and this Agreement outlines the details of the contracted work and the terms and conditions of contracting Goldmine! to serve as the Client's web developer.

The selections made on the date of this Agreement (**Itemization of Service**) are totaled to form the balance of services requested (**Development Balance**). Should the Client change any specifics of the Itemization of Service after the date of the Agreement, the Client is charged with the responsibility of communicating those changes to Goldmine! via email, and if necessary, any additional charges will be added to the Development Balance.

The Client willfully enters into and initiates a legal and binding contract with Goldmine! by mailing this signed Agreement to PO Box 80163, Athens, Georgia 30608 or by faxing this signed Agreement to (866) 490-9981.

Upon Goldmine's confirmation of the accepted Agreement, the Development Balance of \$ _____ is due in full from the Client. Payment can be made by check or money order made payable to Goldmine! and mailed to PO Box 80163, Athens, Georgia 30608. The Client may also choose to make payment by credit card and should communicate this request to Goldmine! for payment instructions.

Correspondence may be addressed to Goldmine! and sent to PO Box 80163, Athens, Georgia 30608. Goldmine! is organized in Georgia, and this Agreement is made in and shall be bound and governed by the laws of the State of Georgia. By accepting this Agreement, the Client identifies and defines, and will forever identify and define, Goldmine! as an independent contractor acting in accordance with the governance of Georgia law.

All material and intellectual property originated by Goldmine! during the development of this Website is owned outright by Goldmine! The terms and conditions set forth herein represent the final agreement between Goldmine! and the Client. This Agreement may not be affected or amended by any oral agreements established during the development process between Goldmine's representatives and the Client. All disputes surrounding this Agreement will be subject to and resolved by the terms and conditions set forth herein as accepted by the Client by signing this Agreement.

Given the subjective nature of the web design business, the Itemization of Service is a vital resource to Goldmine's assigned design team (**Design Team**) in developing this Website and bringing this Website to completion. The Design Team specifically follows the Itemization of Service throughout the development process and will communicate the progress with the Client via email and phone correspondence. The Client is asked to provide comments and suggestions to Goldmine! throughout the development process, and the Design Team will respond to the Client's email within 24-48 hours, if not sooner and unless otherwise arranged with the Client. However, should Goldmine's multiple attempts of responding to the Client's comments or suggestions transpire without progressing this Website towards completion, the Design Team will compose an email to the Client explaining Goldmine's due diligence in creating the requested visualization. This email will set out a Termination date should the Design Team see no progress being made by that date.

Goldmine! reserves the right to halt this Website's development and terminate this Agreement (**Termination**) at any point during the development process should the Client fail to meet the terms and conditions of this accepted Agreement. At the time of Termination, all completed work will be hosted on Goldmine's web servers (**Servers**) if the monies due from those completed services have been received and deposited by Goldmine! All monies received by Goldmine! are non-refundable and are the direct result of providing the contracted development to the Client as outlined in the accepted terms of this Agreement. Monies received and deposited by Goldmine! are forfeited by the Client and will not be returned or refunded as a result of Termination.

Non-payment, partial payment, or delinquent payment past ninety (**90**) days constitutes a breach of contract. Should the Client's check or credit payment be returned for non-sufficient funds, Goldmine! will charge the Client fifty dollars (**\$50.00**) per occurrence which will be due from the Client within thirty (**30**) days of Goldmine's notification to the Client. Upon breach of contract, Goldmine! may exercise its right to seek legal recourse against the Client to compensate for the effort put forth into this Website.

The Client further agrees throughout the development process, at the time of Termination, or at any point in the future, to hold no liability, damage, pain, or suffering towards Goldmine!, its executive officers, employees, interns, contractors, vendors, and business partners as a result of the contracted work outlined in this Agreement.

If Goldmine's management staff deems any issue between the Client and Goldmine! necessitates resolution beyond civil discussions, both Goldmine! and the Client agree to seek mediation in Clarke County, Georgia. The parties agree that this Agreement is and shall be deemed to be a Georgia Agreement, and it shall be governed and construed in all respects by and in accordance with the laws of the State of Georgia. Venue as to any civil action arising from this Agreement shall be in Athens-Clarke County, Georgia.

Goldmine!, its executive officers, employees, interns, contractors, vendors, and business partners will not be held accountable nor responsible for the affected status of the Client's company, its financial situation, or its market position as a result of contracting Goldmine's design services. This Agreement does not guarantee an increased level of revenue growth or expansion of market share for the Client's company. This Agreement only contracts Goldmine! to provide the Client with a fully-functional website outfitted to the Client's specifications as outlined in the Itemization of Service. Furthermore, no circumstances affecting this Agreement today, or at any point in the future, can escalate the Client's liability over and beyond the accepted Development Balance.

Goldmine's contracted output in this Agreement will be excused and shall not be deemed a breach of contract by the Client, the Client's associations, or any third party to this Agreement by cause of natural disaster, acts of God, riot, governmental decree, or other circumstances beyond Goldmine's reasonable control.

Goldmine! requires the written permission of authorized third party representatives before linking this Website to the associated third party websites. The Client also attests all content submitted to Goldmine! complies with all applicable Federal, State, and local laws, rules, and regulations and agrees to conduct business under lawful purposes. Failure to comply with this requirement can result in the Termination of this Agreement.

The Client agrees to and forever will hold Goldmine!, its executive officers, employees, interns, contractors, vendors, and business partners harmless should any issue surrounding the legitimacy of said content be escalated by the Client, the Client's associations, or any third party to this Website. In this instance, Goldmine! is indemnified from and against any and all claims, losses, damages, suits, judgments, and legal expenses (including reasonable attorney's fees) and is relieved of all legal responsibility to the Client and any third party associated with the subject content.

This Agreement does not transfer ownership of this Website from Goldmine! to the Client, but grants the Client a single license to use this Website to promote the Client's business purposes. Therefore, this Website will be forever owned by Goldmine! and will forever require Goldmine's Servers to host this Website. The Client's hosting account with Goldmine! (**Hosting Account**) will initially allot one hundred (**100**) megabytes of file storage and ten (**10**) gigabytes of monthly bandwidth. Bandwidth usage is measured from the first day of each calendar month to the last day of said calendar month. Goldmine! will initially set a one (**1**) gigabyte bandwidth quota (**Bandwidth Quota**) for the Client's monthly bandwidth. Once ninety percent (**90%**) of the Client's Bandwidth Quota is reached during any given month, Goldmine! will increase the Client's Bandwidth Quota to two (**2**) gigabytes of monthly bandwidth. Once ninety percent (**90%**) of this additional gigabyte of monthly bandwidth is reached during any given month thereafter, Goldmine! will increase the Client's Bandwidth Quota to three (**3**) gigabytes of monthly bandwidth. Additional Bandwidth Quota increases will follow this exact process as necessary but not to exceed the ten (**10**) gigabytes allotted to the Client's Hosting Account.

By signing this Agreement, Goldmine! will invoice the Client ninety dollars (**\$90.00**) every twelve (12) months beginning on the date of this signed Agreement for maintaining the Client's Hosting Account while the Client's file storage and monthly bandwidth usage have not exceeded the initial allotments set out above. Should the Client require additional file storage and/or monthly bandwidth, Goldmine! will invoice the Client at the current rate for the requested increase in hosting service. Invoices for Goldmine's hosting services are sent via email to an email address specified by the Client or, if directed by the Client, can be mailed to an address specified by the Client. Payments can be made by check or money order made payable to Goldmine! and mailed to PO Box 80163, Athens, Georgia 30608. The Client may also choose to make payment by credit card and should communicate this request to Goldmine! for payment instructions. Payments for Goldmine's hosting services are governed by the same terms and conditions that govern Goldmine's design services as described in this Agreement.

Goldmine! reserves the right to affix its logo and language to the bottom of each and every page of this Website serving to inform the Client's viewers of Goldmine's involvement in the Website's design. This affixed logo and language will appear at the bottom of each and every page and will link visitors to www.goldminenetwork.com (**Goldmine's Website**). The Client also allows Goldmine! the unlimited, unrestrained, and irreversible authorization to describe this Website's development process via Goldmine's Website and other presentation mediums for the purpose of informing and educating future prospects of Goldmine's design practices and previous work history. This authorization allows Goldmine! to display all affiliated elements specific to the development process for this Website.

Itemization of Service

I, _____ have full authority to enter into this Agreement. I agree with and understand the Terms and Conditions of Goldmine's Agreement and am willfully initiating a legal and binding contract as of this ____ day of _____, 2007 by and between _____, the Client, and Goldmine!

Client Signature

Date