

# Contract for Services

## 1. Names

This agreement is between Online Holdings Corporation (Client), and Ceyhun Karabagli (Contractor).

## 2. Services to be performed

Contractor agrees to perform the following services for Client:

- 1) Main Page Design (PSD File)
- 2) Sub Page Designs (PSD Files)

### *Diamonds*

- Item View Details (Detailed View)
- Item Listing w/ Basic View Feature

### *Rings*

- Item View Details (Detailed View)
- Item Listing w/ Preview Feature

### *Shopping Cart*

- Step One: Shopping Cart Display
- Step Two: Account Information
- Step Three: Billing Information
- Step Four: Payment Confirmation
- Step Five: Confirm Order

### *User Account Registration*

- Registration Form

## 3. Time for Performance

Contractor will perform the services according to the Schedule of Work set forth in 40 days of initial deposit.

## 4. Payment

Client will pay Contractor as follows: \$1500.00 (USD plus 7% Sales tax.)

## 5. Terms of Payment

Client will pay Contractor as follows:

- 50% Upon contract agreement which is partially refundable. (50% plus 7% Sales tax.)
- 50% Upon completion of project. (50% plus 7% Sales tax.)

## 6. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below. Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Client's premises to the extent such actions or omissions were not caused by Client.

**NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.**

## 7. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

## 8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

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Client Initials: \_\_\_\_\_ X

Contractor Initials: CK \_\_\_\_\_

# Contract for Services

## 9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- nonpayment of Contractor's compensation after 20 days written demand for payment.

In addition, either party may terminate this Agreement at any time by giving 30 days written notice of termination. Contractor shall be entitled to full payment for services performed prior to the date of termination.

## 10. Intellectual Property Ownership

Contractor shall retain all copyright, patent, trade secret and other intellectual property rights Contractor may have in anything created or developed by Contractor for Client under this Agreement ("Work Product"). Contractor grants Client a nonexclusive worldwide license to use and sublicense the use of the Work Product for the purpose of developing and marketing its products. Client may not transfer any rights in Work Product to another person or company. The license shall have a perpetual term and may not be transferred by Client. This license is conditioned upon full payment of the compensation due Contractor under this Agreement and the failure to make such payment shall void this license.

## 11. Contractor's Proprietary Materials

Contractor owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement (Contractor's Materials). Contractor may, at its option, include Contractor's Materials in the work performed under this Agreement. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights in Contractor's Materials. Contractor grants Client a royalty-free nonexclusive worldwide license to use any of Contractor's Materials incorporated into the work performed by Contractor under this Agreement. Client may use Contractor's Materials only in conjunction with the Work Product and not in Client's other products. The license shall have a perpetual term and may not be transferred by Client.

Contractor's Materials include those items identified in Attachment 1 attached to and made part of this Agreement.

## 12. Proprietary Notice

A patent notice or copyright notice and credit line in Contractor's name shall accompany any reproduction of the Work Product.

## 13. Releases

Client shall obtain all necessary copyright permissions and privacy releases for materials included in the Work Product at Client's request. Client shall indemnify Contractor against all claims and expenses, including reasonable attorney fees, due to Client's failure to obtain such permissions or releases.

## 14. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## 15. State and Federal Taxes

Client will not:

- withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf.
- withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf. Contractor will pay all applicable taxes related to the performance of services

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under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract. If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

## 16. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

## 17. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

## 18. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

## 19. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

## 20. Notices

All notices must be in writing, e-mail, or instant messenger. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier, or
- by using the notice system through the client login.

## 21. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of New York.

## 22. Counterparts

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

## 23. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

## 24. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

## 25. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

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Contractor Initials: CK \_\_\_\_\_

# Contract for Services

**Client**

Online Holdings Corporation  
9 W 47<sup>th</sup> ST  
New York, NY 10036  
212-933-9072

**Signed by**

Joshua Niamehr - President & CEO  
4 Center Drive  
Roslyn, NY 11576  
516-423-2002

Dated: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

By: \_\_\_\_\_ X

**Contractor**

Ceyhun Karabagli  
1451 19<sup>th</sup> ST  
Sarasota, FL 34234  
941-580-2355

**Signed by**

Ceyhun Karabagli

Dated: October 15<sup>th</sup>, 2008

Date of Birth: April 3<sup>RD</sup>, 1986

By: Ceyhun Karabagli



Client Initials: \_\_\_\_\_ X

Contractor Initials: CK