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Net Trade-Price is committed to providing an opportunity for people of all ages and backgrounds to earn a substantial additional income from the Internet. We take care of sourcing quality niche products, uploading these products to a professional website with full e-commerce store, and arrange marketing of this website to achieve the best possible listing on the Search Engines. You pick and own the domain name that is used for your website and our designers create a customized logo around your product and domain.

Our aim at Net Trade-Price is to use our many years of business experience to package a business opportunity that can work for both the complete business novice and the seasoned business professional alike.

Net Trade-Price is structured in such a way that our success is linked to your success. The start up costs merely cover the costs incurred in creating your online e-commerce store. Net Trade-Price makes a small percentage of each transaction your online store makes, therefore Net Trade-Price only starts to make money when your sites starts to generate orders.

What is the opportunity?

The Net Trade-Price business opportunity is a dropship business model for the individual looking for a solution to make money to supplement their current income, or for the individual who is looking for a full time low cost start up business using Internet eCommerce. Our customers will purchase a professionally designed website with a built in SEO package (Search Engine Optimisation) populated with products in various different niches including Electronics, Watches, Furniture, Toys, Mobility Equipment, Sports Simulators to name a few. The domain of your choice (subject to availability) and hosting of the site is included in the start up cost.

For those clients not familiar with drop shipping, it is really quite simple. The basics are this; you choose to sell niche items on your online store, you list the products for sale on your web site or online store (provided by Net Trade-Price), and when an end user makes a purchase from your store, information of the order is sent to Net Trade-Price and we dispatch the order to your customer on your behalf. Our customers have the flexibility of setting their own selling prices and are in complete control of the mark up and profits

without having the issue of stocking products, therefore keeping overheads to a minimum. We also offer full web marketing support with one of the UK's top web management companies and a day marketing seminar with an online marketing professional. This marketing is key, to ensure the website generates orders.

There are also opportunities to generate further revenue from your website i.e. through advertising or offering some kind of downloadable content like e-books or affiliating your site with other online stores. This can be discussed in more detail with the web management company.

A BETTER WAY TO MAKE MONEY ONLINE REGARDLESS OF AGE OR EXPERIENCE



Kelvin Hall

Managing Director

Kelvin, 49, has been in business for over 25 years. Running his own Finance, Property and Environmental Building companies during that period. Prior to Net Trade-Price Kelvin founded Enviro-Fresh Ltd. This business started in 2003 providing an environmental water saving product for men's washrooms. Kelvin sold this company to Rentokil-Initial plc in 2007 for £9,000,000.

Craig Hall

Operations Director

Craig, 25, started his business career on the factory floor running plastic injection moulding machines. He progressed to supply chain management and distribution. He created the systems and procedures used to manage the distribution of products for Enviro-Fresh to literally thousands of separate locations. Craig's supplier management, IT and distribution skills make him ideally suited to head the Operations of Net Trade-Price.

Goli Ghasemlo

Business Development Manager

Goli, 26, was brought up in Sweden, at the age of 19 she went to Lincoln University where she obtained her Degree in Marketing. Goli was also part of the Enviro-Fresh team where she was very successful in sales and account management.

James Thomas

Web Management

James, 28, obtained his degree in Business Communication Systems from Bournemouth University. His gregarious personality and passion for technology saw a move into sales at one of the UK's top Web Management companies, G-Forces. He is our primary contact at GForces Web Management and manages the marketing and Search Engine Optimisation.

Online **Drop shipping** is a supply chain management technique in which the online store does not keep goods in stock, but instead transfers customer orders and shipment details to wholesalers, who then ship the goods directly to the customer. The retailers make their profit on the difference between the wholesale and retail price.

Procedure

Online drop shipping websites may keep "show" items on display, so that customers can inspect an item similar to those available for purchase. Other stores may provide only a catalogue or website. Stores that drop ship merchandise from wholesalers may take measures to hide this fact to avoid any stigma, or to keep the wholesale source from becoming widely known. This can be affected by "blind shipping" (shipping merchandise without a return address), or "private label shipping" (having merchandise shipped from the wholesaler with a return address customized to the retailer). A customized packing slip may also be included by the wholesaler indicating the retailer's company name, logo, and/or contact information.

Small Business

Drop shipping can occur when a small retailer who typically sells in small quantities to the general public receives a single large order for a product. Rather than route the shipment through the retail store, the retailer may arrange for the goods to be shipped directly to the customer.

Online Auctions

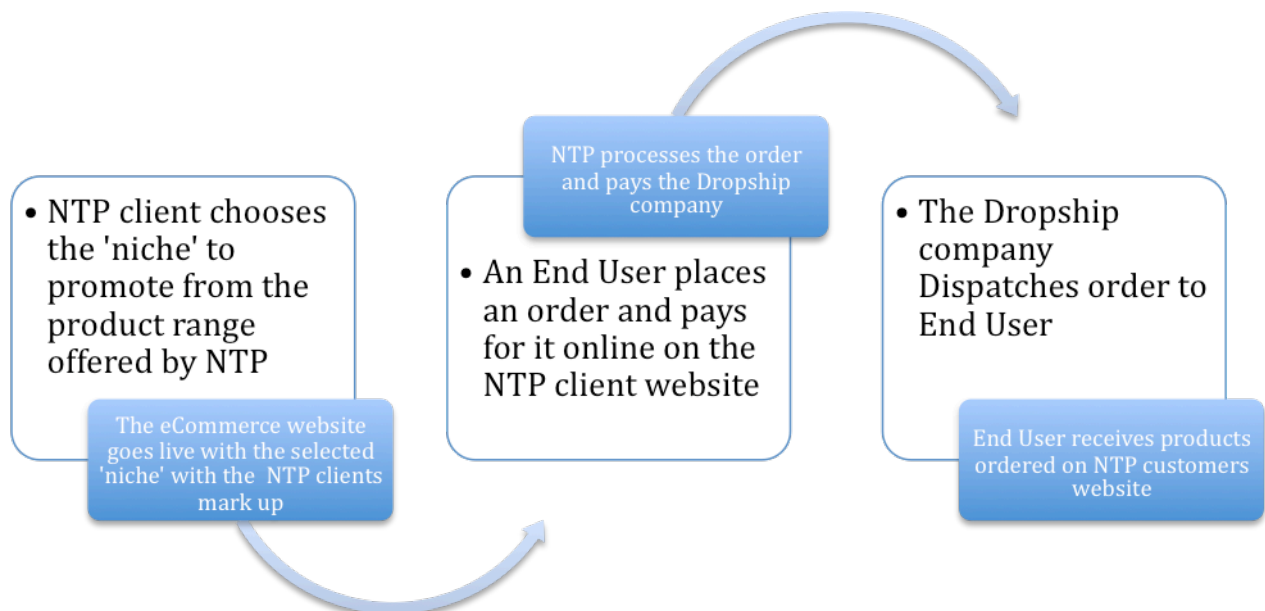
Many sellers on online auction sites, such as eBay, also drop ship. Often, a seller will list an item as new and ship the item directly from the wholesaler to the highest bidder. The seller profits from the difference between the winning bid and the wholesale price, minus any selling and merchant fees from the auction site. A seller is permitted to list items that are currently not in his/her own possession, provided that he/she follows eBay's policy on **pre-sale items**.

Custom Products

A new emerging trend in the drop ship business is private label drop shipping, in which a manufacturer produces a custom item for a retailer and drop ships it. The range of private label drop shipped items varies from simple keychains and t-shirts with custom logos or pictures to customized formulations for vitamins and nutritional supplements.

Benefits

The two main benefits of drop shipping are - no upfront inventory to purchase and a positive cash flow cycle. A positive cash flow cycle occurs because the seller is paid when the purchase is made. The seller usually pays the wholesaler using a credit card or credit terms. Therefore, there is a period of time in which the seller has the customer's money, but has not yet paid the wholesaler.



You don't have to look far to find stories about failing retail stores and companies going into administration. At the beginning of January 2009 there were 2,000 UK retail stores in administration including music giant Zavvi, Woolworths, clothing shop Officers Club and even French fashion shop Morgan ¹

The recession and the 'credit crunch' is getting the blame but the simple fact is that more and more consumers are buying products online rather than from their High Street stores. This trend has brought about massive changes in the way companies plan for the future. 99 year old retail chain Woolworths was bought out of administration by Shop Direct Group, owned by Sir David and Sir Frederick Barclay, who are now re-launching it purely as an online business².

The reason for strategic moves such as this is because the Internet offers better value, greater choice and more convenience. On Christmas Day 2008 3.8 million shoppers spent £102 million online. In spite of the downturn in the Economy Internet sales were up 38% during the first half of 2008. This represents 20% of total retail sales. It is predicted that by 2014 50% of all shopping will be online. This means that within 5 years an additional £40bn per annum will be spent online. That is a massive market opportunity.

Another disadvantage with retailing is the need to buy and store stock. This uses up working capital and represents a risk if consumer choice changes and the stock doesn't sell. Experian, the retail consultancy and credit checking company reported that 26 retailers could collapse in the first 4 months of the year as they struggle to reconcile falling sales with rent and debt repayment bills³.

Net Trade-Price takes away the risk of overheads by not holding any stock or owning any shops. We vet and qualify suppliers and sign them up on a Dropship basis allowing customers to start their own business with low costs and diminutive risks.

¹ FT (January 1 2009)

² FT (February 3 2009)

³ FT (January 1 2009)

Net Trade-Price is partnered with one of the UK's leading web management companies "G-Forces" who focus on making the internet profitable for their customers through a combination of leading edge technology, highly focused web marketing and professional services. The G-Forces team will be responsible for the building of all Net Trade-Price websites. The platform used is a software called Tiger commerce.

developed, from the very beginning, applying tried-and-tested ecommerce principles



In order to support a successful online strategy, a website should be seen as just one part of your online armoury, giving your organisation the platform to reach your audience. A successful web strategy will allow you to make the most of your Internet presence by encompassing Web Management and Web Marketing.



Web Management

Web Management is a service that enables customers to continually evolve their website and online strategy in line with what works. This may be new design concepts or multimedia services, it may be improved conversion and contact, or the fact that you may want to reach a different audience. Net Trade-Price and G-Forces Web Management enables you to be flexible and evolve with the internet.

Web Marketing

To continually achieve your online targets, Web Marketing is an essential part of the online strategy. G-Forces are experts in ensuring your website is in front of the right audience by marketing you correctly through numerous web marketing techniques including Search Engine Optimisation (SEO), Pay Per Click Management and Behavioural Targeting strategies, to drive traffic to your Net Trade-Price site which leads to more orders.

Tiger Commerce ecommerce Software

Tiger commerce is market leading ecommerce software because it has been developed, from the very beginning, applying tried-and-tested ecommerce principles which ultimately increase conversion from foot traffic into actual sales.

Its framework is designed to increase traffic through highly evolved and automated Search Engine Optimisation (SEO) techniques and to increase conversion by adhering to proven ecommerce practices.

Tiger commerce is different from other ecommerce software packages in that it is designed to drive your online sales revenues and marketing activities by:



Tiger commerce ecommerce software provides the tools for shop owners to exploit a variety of basic-to-advanced selling techniques for a broad spectrum of customers and ensures the sale through a secure and reliable shopping platform.

Using the best-of-breed techniques for selling online, the Shop Front is engineered to optimise the customer's shopping experience and reduce common problems such as Shopping Cart Abandonment and poor shop navigation. The flexibility in the templates allows for your company's branding to be professionally portrayed without compromising on the necessary selling tools to facilitate the sale.

All this is managed through a very intuitive and simple-to-use Admin Area for the 'non-technical' shop owner. For further assistance, Tiger commerce ecommerce software comes with free support (including telephone) and a range of professional services available to purchase online through the Tiger commerce Pro Services Shop.



Payment & Order Processing

Tiger commerce ecommerce software integrates with leading service providers such as Google Checkout, PayPal, eBay and Sage accountancy software. All Net Trade-Price stores are set up with the Net Trade-Price payment gateway and orders are processed on Net Trade-Price clients' behalf. At the end of each month Net Trade-Price will e-mail the client a PDF statement of the month's transactions along with sending the clients profit. The profit is paid directly into the clients chosen bank account.

ACTIONS	COSTS
(1) Decide on the Product Range you want to sell	
(2) NTP will provide Product Details & Prices	
(3) Decide on a few 'niche' Products plus add-ons	
(4) Pay Deposit	£2500 + VAT
(5) Register Domain Prepare Logo Build Website Upload Products Set up eCommerce Store Payment Gateway Intergration Search Engine Optimisation Set up Email Accounts Full Training	
(6) Pay Balance	£2500 + VAT or Rent a site £250 + VAT per month
(7) Launch Analysis Ongoing Marketing	As much or as little as you want to spend. (see marketing packages)

Who	Task	Date
Week 1		
Client	Submit Domain to NTP	
GF	Register Domain for Client	
GF	Configure Clients email addresses	
NTP	Design Logo	
Client	Approve Logo	
GF	Supply eTrade-pro Software login to NTP	
Client	Start to prepare website content	
Week 2		
NTP	Upload Clients product range to eTrade-pro	
Client	Submit 'first draft' content to NTP	
Week 3		
GF	Design website	
GF	Configure Payment Gateway	
Client	Approve website design	
Week 4		
Client/GF	Attend Training session / marketing meeting	
GF	Set Clients website to live status	

Projected Cash Flow – Bronze Marketing Plan



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	750	1,500	3,000	4,500	6,000	7,500	8,625	8,625	8,625	8,625	8,625	8,625
Cost of Sales *	0	413	825	1,650	2,475	3,300	4,125	4,744	4,744	4,744	4,744	4,744	4,744
Gross Profit	0	337	675	1,350	2,025	2,700	3,375	3,881	3,881	3,881	3,881	3,881	3,881
Expenditure													
Monthly rental	250	250	250	250	250	250	250	250	250	250	250	250	250
Marketing Spend **		500	500	500	450	600	750	862	862	862	862	862	862
sub-total	250	750	750	750	700	850	1,000	1,112	1,112	1,112	1,112	1,112	1,112
Monthly Net	-250	-413	-75	600	1,325	1,850	2,375	2,769	2,769	2,769	2,769	2,769	2,769
Running Total	-250	-663	-738	138	1,463	3,313	5,688	8,457	11,226	13,995	16,764	19,533	22,302

** Marketing Spend is the Bronze package of £500 per month for first the first three months once the site is live

* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	750	1,500	3,000	4,500	6,000	7,500	8,625	8,625	8,625	8,625	8,625	8,625
Cost of Sales *	0	413	825	1,650	2,475	3,300	4,125	4,744	4,744	4,744	4,744	4,744	4,744
Gross Profit	0	337	675	1,350	2,025	2,700	3,375	3,881	3,881	3,881	3,881	3,881	3,881
Expenditure													
Initial Deposit	2,500												
Final Payment		2,500											
Marketing Spend **		500	500	500	450	600	750	862	862	862	862	862	862
sub-total	2,500	3,000	500	500	450	600	750	862	862	862	862	862	862
Monthly Net	-2,500	-2,663	175	850	1,575	2,100	2,625	3,019	3,019	3,019	3,019	3,019	3,019
Running Total	-2,500	-5,163	-4,988	-4,138	-2,563	-463	2,162	5,181	8,200	11,219	14,238	17,257	20,276

** Marketing Spend is the Bronze package of £500 per month for first the first three months once the site is live

* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost

Projected Cash Flow – Silver Marketing Plan



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	1,000	2,000	4,000	6,000	8,000	10,000	11,500	11,500	11,500	11,500	11,500	11,500
Cost of Sales *	0	550	1,100	2,200	3,300	4,400	5,500	6,325	6,325	6,325	6,325	6,325	6,325
Gross Profit	0	450	900	1,800	2,700	3,600	4,500	5,175	5,175	5,175	5,175	5,175	5,175
Expenditure													
Monthly rental	250	250	250	250	250	250	250	250	250	250	250	250	250
Marketing Spend **		1,000	1,000	1,000	600	800	1,000	1,150	1,150	1,150	1,150	1,150	1,150
sub-total	250	1,250	1,250	1,250	850	1,050	1,250	1,400	1,400	1,400	1,400	1,400	1,400
Monthly Net	-250	-800	-350	550	1,850	2,550	3,250	3,775	3,775	3,775	3,775	3,775	3,775
Running Total	-250	-1,050	-1,400	-850	1,000	3,550	6,800	10,575	14,350	18,125	21,900	25,675	29,450
<i>** Marketing Spend is the Silver package of £1,000 per month for first the first three months once the site is live</i>													
<i>* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost</i>													

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	1,000	2,000	4,000	6,000	8,000	10,000	11,500	11,500	11,500	11,500	11,500	11,500
Cost of Sales *	0	550	1,100	2,200	3,300	4,400	5,500	6,325	6,325	6,325	6,325	6,325	6,325
Gross Profit	0	450	900	1,800	2,700	3,600	4,500	5,175	5,175	5,175	5,175	5,175	5,175
Expenditure													
Initial Deposit	2,500												
Final Payment		2,500											
Marketing Spend **		1,000	1,000	1,000	600	800	1,000	1,150	1,150	1,150	1,150	1,150	1,150
sub-total	2,500	3,500	1,000	1,000	600	800	1,000	1,150	1,150	1,150	1,150	1,150	1,150
Monthly Net	-2,500	-3,050	-100	800	2,100	2,800	3,500	4,025	4,025	4,025	4,025	4,025	4,025
Running Total	-2,500	-5,550	-5,650	-4,850	-2,750	50	3,550	7,575	11,600	15,625	19,650	23,675	27,700
<i>** Marketing Spend is the Silver package of £1,000 per month for first the first three months once the site is live</i>													
<i>* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost</i>													

Projected Cash Flow – Gold Marketing Plan

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	1,500	3,000	6,000	9,000	12,000	15,000	17,250	17,250	17,250	17,250	17,250	17,250
Cost of Sales *	0	825	1,650	3,300	4,950	6,600	8,250	9,488	9,488	9,488	9,488	9,488	9,488
Gross Profit	0	675	1,350	2,700	4,050	5,400	6,750	7,762	7,762	7,762	7,762	7,762	7,762
Expenditure													
Monthly rental	250	250	250	250	250	250	250	250	250	250	250	250	250
Marketing Spend **		1,500	1,500	1,500	900	1,200	1,500	1,725	1,725	1,725	1,725	1,725	1,725
sub-total	250	1,750	1,750	1,750	1,150	1,450	1,750	1,975	1,975	1,975	1,975	1,975	1,975
Monthly Net	-250	-1,075	-400	950	2,900	3,950	5,000	5,787	5,787	5,787	5,787	5,787	5,787
Running Total	-250	-1,325	-1,725	-775	2,125	6,075	11,075	16,862	22,649	28,436	34,223	40,010	45,797
** Marketing Spend is the Gold package of £1,500 per month for first the first three months once the site is live													
* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost													

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Income													
Site Sales	0	1,500	3,000	6,000	9,000	12,000	15,000	17,250	17,250	17,250	17,250	17,250	17,250
Cost of Sales *	0	825	1,650	3,300	4,950	6,600	8,250	9,488	9,488	9,488	9,488	9,488	9,488
Gross Profit	0	675	1,350	2,700	4,050	5,400	6,750	7,762	7,762	7,762	7,762	7,762	7,762
Expenditure													
Initial Deposit	2,500												
Final Payment		2,500											
Marketing Spend **		1,500	1,500	1,500	900	1,200	1,500	1,725	1,725	1,725	1,725	1,725	1,725
sub-total	2,500	4,000	1,500	1,500	900	1,200	1,500	1,725	1,725	1,725	1,725	1,725	1,725
Monthly Net	-2,500	-3,325	-150	1,200	3,150	4,200	5,250	6,037	6,037	6,037	6,037	6,037	6,037
Running Total	-2,500	-5,825	-5,975	-4,775	-1,625	2,575	7,825	13,862	19,899	25,936	31,973	38,010	44,047
** Marketing Spend is the Gold package of £1,500 per month for first the first three months once the site is live													
* Cost of sales includes Supplier's product cost, NTP 2% margin plus £2 administration cost													

"Working with Net Trade-Price was a great experience. Their service was impeccable and their coordinated efforts with G-Forces, a top class web development company, resulted in an online store that has encouraged customers to return again and again. A great product and a great team!"

K Patel, London



"I have been very satisfied with the level of service from Net Trade-Price, having been encouraged by the Company's success stories I can glimpse from what I've experienced so far that the can do attitude, close client communication and the commitment from the whole team to make things work for all concerned is at least largely responsible for the positive results."

HC Tang, Exeter



"We found the whole concept of running a business in our spare time very appealing. The Net Trade-Price opportunity very cleverly enables us to earn a worthwhile second income but it only takes up a small percentage of our free time"

R Knight, Plymouth



"I am delighted that I invested in a "Business in a Box" from Net Trade-Price. My regular work fluctuates considerably and I never know what the next month will bring. The additional income from my online store gives me greater security in these difficult economic times"

B Salbol, Bournemouth



"I was very excited when I first heard about Net Trade and their Business in a Box opportunity. I'd wanted to start an Internet business but lacked the technical knowledge required and didn't really have the time as I have a busy day job. It was such a relief to have experts sorting out the technical side and have them listen to and incorporate my ideas. I made my first sale just before Christmas - a massive step for a complete beginner! I wouldn't even have a website with out Net Trade, so a big thank you to everyone involved and I look forward to making 2009 an extremely successful year for both of us."

V Lotti, London



Net Trade-Price does not warehouse any product. We create relationships with suppliers and manufacturers all over the United Kingdom that agree to drop ship products for Net Trade-Price clients. Because of Net Trade-Price business contacts and experience, we are able to work with some of the **largest and best wholesalers** in the country. Many of these manufacturers would be extremely difficult for most small and home-based businesses to work with, but Net Trade-Price provides the services that allow you to work with them 4 weeks from completing the order form.

Net Trade-Price niche's are offered on a first come first served basis and the same niche will never be sold to more than one Net Trade-Price client. Our niches are changing weekly and we add about 10 new wholesalers or manufacturers every week.

- You don't find these suppliers yourself.
- You don't set up new accounts with each and every one.
- You don't learn new ordering processes.
- You don't negotiate pricing & fees with each supplier.

With Net Trade-Price you have an easy-to-use website and ordering system.

Order confirmation form

F.A.O:		Tel:	
Company:		Fax:	
Address:		Date:	
Postcode:		Sales Person:	

PRODUCT CAT: _____

Description:	Amount:
<p>Website and eCommerce store:</p> <ul style="list-style-type: none"> • NetDirector Tiger Commerce ecommerce website license for 12 months • One domain registration & hosting (12 months) - additional domains charged at cost • Development and deployment of ecommerce website (16 hours build time, additional time charged at £80 per hour) • Support 9.00 - 5.30 Monday to Friday <p>Net Trade-Price Limited Administration and Software License fee:</p> <ul style="list-style-type: none"> • 2% of order value plus £2.00 per transaction to process orders. • £17.99 per month from month 13 covers NetDirector Tiger Commerce license and hosting 	
Proposed project start date:	Total amount: (excl VAT)

Payment details: Deposit £2,500 payable with order. Balance £2,500 payable on completion of website. All prices are subject to VAT. NTP administration fees are deducted from sales transactions and a statement, invoice and payment is forwarded monthly. The monthly license fee of £17.99 becomes payable 13 months from the date of this order. Payments to be made by monthly standing order for a minimum period of 12 months

Please tick one of the following payment options

Own a NTP Store @ £5000+VAT

Rent a NTP Store @ £250+VAT per month

Please supply the above services and/or equipment to:

Signed:	Name:
Date:	Position:

All prices are subject to VAT. Only valid for 30 days. I agree to the terms and conditions overleaf.

NetTrade-Price, Queens House, 1 Leicester Square, London WC2H 7BP. T 0845 331 3154 E info@nettrade-price.com W www.nettrade-price.com

1.0 Definitions

- 1.1 Client means person, firm or company that purchases or agrees to purchase goods or services from Net Trade-Price Ltd.
- 1.2 Company means Net Trade-Price Ltd.
- 1.3 Goods or Services means the item supplied by Net Trade-Price Ltd as specified in the order form.
- 1.4 Contract means a contract for the supply of goods and services by Net Trade-Price Ltd.
- 1.5 “The order form acknowledgement” means Net Trade-Price Ltd's standard order form acknowledgement setting out the goods and/or services the subject of the contract and the payment schedule signed by an authorised signatory of Net Trade-Price Ltd.
- 1.6 Web Management Company means G-Forces Web Management Ltd

2.0 Terms & Conditions

- 2.1 These terms and conditions herewith shall apply to all contracts for the sale and supply of goods and services by Net Trade-Price Ltd to the exclusion of all other terms and conditions, which the client may purport to apply.
- 2.2 By completing the order form acknowledgement, orders by the mode of e-mail, telephone or facsimile the client will be deemed to have accepted and agreed to these terms and conditions.
- 2.3 Any variation of the terms and conditions shall be inapplicable unless agreed in writing by the Company.
- 2.4 Net Trade-Price Ltd reserve the right to amend and update these terms and conditions at anytime without notice.

3.0 Client's Responsibilities

- 3.1 It is the client's obligation to ensure that they do not upload a virus to the web space provided by Net Trade-Price Ltd, which could infect any Net Trade-Price Ltd or G-Forces Web Management Ltd servers. The client must not allow a virus to enter the Internet community by allowing Internet users to download files containing viruses and knowingly or otherwise from their web space which is on a Net Trade-Price Ltd or G-Forces Web Management Ltd server. Net Trade-Price Ltd and G-Forces Web Management Ltd protect all sites on any server provider's servers by uploading most files by authorised staff. However this is done as a service only.
- 3.2 It is the client's obligation to ensure that any material being uploaded to the client's Website, either by Net Trade-Price Ltd or directly by the client, is not in breach of copyright. Net Trade-Price Ltd accepts no responsibility for the client's actions in either uploading material to any Net Trade-Price Ltd authorised web space, or to any other web space on any server on the WWW. Any service, concept, idea, design, programming, and/or "look and feel" remain the property of Net Trade-Price Ltd, until settlement of any, and all, outstanding accounts with regard to that service, concept, idea, design, programming, and/or "look and feel". The copyright licence for use of any of Net Trade-Price Ltd's services, concepts, ideas, designs, programmings, and/or "look and feels", once all accounts have been settled, is for the use on the Internet and the World Wide Web only. Any further use of any of G-Forces Web Management Ltd's services, concepts, ideas, designs, programmings, and/or "look and feels" in any other format, or media, other than the Internet and the World Wide Web, will be subject to negotiation, and any agreement will be made in writing between Net Trade-Price Ltd and the client. All software and/or programming created on behalf of the client project remain the intellectual property of Net Trade-Price Ltd unless agreed otherwise in writing prior to any contractual work being carried out.
- 3.3 The client agrees not to upload any material, which would be considered to be contrary to public decency and morality. Net Trade-Price Ltd reserve the right to randomly inspect Web sites and in the event that any unauthorised material has been uploaded to that Web site, Net Trade-Price Ltd reserve the right to inform the authorities and to terminate this contact forthwith. Uploaded material would expressly include pornographic, barbaric and overtly tasteless material.
- 3.4 The client agrees that it shall not cause or permit or in any way assist in any unauthorised publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of England and or any other country.
- 3.5 The client agrees to keep secure the login name and password specified by Net Trade-Price Ltd or G-Forces Web Management Ltd for use on its servers. In the event of the client's login name and password being used by any unauthorised person, Net Trade-Price Ltd accept no responsibility and the client will be liable for additional charges arising there from.
- 3.6 The client is only entitled in this contract to transfer a maximum of 1 Gigabyte of data per month without incurring any additional charges. Any transfer in excess of this figure will result in a charge of £25 per

100 Megabytes or any part thereof data transferred per month. Payment is expected within 14 days. Failure to pay any excess charge will result in termination of this account, with a notice for the offending Website being posted on the World Wide Web stating the reason for termination.

- 3.7 If the contract is terminated for whatever reason, the client will not be entitled to a refund either pro-rata or at all of the contract price.
- 3.8 The client agrees not to perform any action, which will result in the reduced performance of the Net Trade-Price Ltd or G-Forces Web Management Ltd server to the detriment of other users.
- 3.9 Not to commit any act whereby access is gained by the client to any information or resources of any body corporate or person, individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions.
- 3.10 The client agrees not to use Net Trade-Price Ltd's or G-Forces Web Management Ltd's servers to send unsolicited or Spam e-mail to other Internet users. Failure to meet this obligation may at the total discretion of Net Trade-Price Ltd, result in the termination of this contract without refund.
- 3.11 Not to do any act or omission, the result of which would have the effect of bringing Net Trade-Price Ltd into disrepute.

4.0 Limitation of Liability:

- 4.1 Under no circumstances whatsoever will Net Trade-Price Ltd be liable for economic, indirect or consequential loss arising from delays, service interruptions or any problem experienced by the client in it's operation of its website.
- 4.2 Net Trade-Price Ltd will not be responsible for loss occasioned by computer viruses, whether introduced by the Company's software or otherwise.
- 4.3 To protect your privacy Net Trade-Price Ltd will not distribute your name or e-mail address to any third party other than through your website.
- 4.4 Net Trade-Price Ltd reserves the right to remove material deemed inappropriate from your web pages, without prior notice.
- 4.5 Net Trade-Price Ltd shall not be held liable for any loss or damage caused by the use, misuse, unavailability or removal of services.
- 4.6 Whilst Net Trade-Price Ltd shall expeditiously seek domain registration, the Company shall not be liable in the event of the domain having been registered by some other person by the time the company

seeks registration in which event a full refund will be paid to the client without any other liability on the part of the company for loss by the client.

5.0 Termination of Contract by Net Trade-Price Ltd

- 5.1 If the client does not pay any charge when due or breaks this contract in any other way Net Trade-Price Ltd can terminate this contract immediately without the requirement of prior notification.
- 5.2 Upon receipt of a final "last reminder of overdue invoice" any accounts unsettled by the date specified, shall become the property of Net Trade-Price Ltd unconditionally.
- 5.3 Termination of this contract by Net Trade-Price Ltd will result in the retaining by Net Trade-Price Ltd of all monies received from the client who will not be entitled to a refund of monies paid.
- 5.4 Upon termination of this contract the client shall nevertheless remain liable for all charges due or which would have been payable under this contract.
- 5.5 On termination Net Trade-Price Ltd may remove all materials held on Net Trade-Price Ltd's computers and remove all privileges entitled to the client.
- 5.6 Net Trade-Price Ltd reserve the right to display a notice on the World Wide Web, at the clients URL i.e. on their Website, or Websites, of the reason for terminating the hosting, and/or provision of any other service.
- 5.7 Subject to the discretion of Net Trade-Price Ltd, after termination, if Net Trade-Price Ltd agrees that the client may once again be reconnected to the WWW, any reconnection will be subject to an administration charge of £100 together with any outstanding charges payable prior to the reconnection.

6.0 Termination of the Contract by the Client

- 6.1 The client may only terminate the contract with Net Trade-Price Ltd if all outstanding invoices have been settled and the terms of the contract have been satisfied in full.
- 6.2 Termination of the contract by the client will result in the retaining by Net Trade-Price Ltd of all monies received from the client who will not be entitled to a refund of monies paid.

7.0 Force Majeure

7.1 Net Trade-Price Ltd is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, Net Trade-Price Ltd's compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Net Trade-Price Ltd employees), fire, lightening, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons for whom Net Trade-Price Ltd is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside Net Trade-Price Ltd's reasonable control.

8.0 Price & Payment

8.1 Payment (a) Terms of payment are within 7 days from date of invoice - not from receipt of invoice as work featured on any invoice has been completed prior to its date. (b) Non Payment will result in the website/service being removed from the allocated web space, (c) Should work be suspended at the request of or delayed through any default of the customer for a period of 7 days Net Trade-Price Ltd shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs.

8.2 Price is exclusive of VAT, but the price will vary according to which package the client purchases.

8.3 The company reserves the right to vary the amounts payable (monthly or yearly) from time to time, however we will give you 30 days prior written notice of any such variation.

8.4 If your account is cancelled and is later reactivated an administration fee of £25.00 is levied on your account.

8.5 Any returned cheques to clients will incur an administration fee of £35.00.

8.6 Net Trade-Price Limited has no obligation to carry out any work until payment in accordance with the schedule of payment set out in the order form acknowledgement has been received in cleared funds and Net Trade-Price Limited may at their discretion discontinue or suspend work if any payment is not made promptly when due.

8.7 Should Net Trade-Price Ltd have to issue Court proceedings pursuant to this contract, the client accepts responsibility for all Net Trade-Price Ltd's legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis.

8.8 Any third party costs Net Trade-Price Ltd may incur due to processing the payment for the services will be payable by the client within 14 days.

8.9 Any additional costs incurred by Net Trade-Price Ltd in the course of following Client instructions are payable by the client within 14 days unless agreed otherwise in writing.

9.0 Software

9.1 Net Trade-Price Ltd shall grant to the Client a non-exclusive non-transferable sub-license to load G-Forces Web Management Limited's Software (which shall for the avoidance of doubt include but without limitation to the generality of the foregoing the NetDirector) ("the Web Management Company's Software") onto and store and run it on appropriate equipment, to use any associated documentation in conjunction with the use of the Web Management Company's Software and to possess the media upon which the Web Management Company's Software is stored and delivered to the Customer ("use Company Software") for its internal data processing requirements only (the "Licence"). The Customer shall not permit any third party to use the Company's Software and associated documentation ("Licensed Materials") nor use the same on behalf of any third party in any way.

9.2 The Licence does not include authority to grant sub-licences of the software and shall not be deemed to extend to any programmes or materials of Net Trade-Price Ltd or G Forces Web Management Ltd other than the Licensed Materials unless specifically agreed in writing by Net Trade-Price Ltd.

9.3 Except to the extent and in the circumstances expressly permitted by law, the Customer shall not alter, modify, adapt or translate the whole or any part of the software in any way nor permit the whole or any part of the software to be combined with or become incorporated in any other computer programmes nor de-compile, disassemble or reverse engineer the same nor attempt to do any such things. Rights to any modifications to any item of software shall belong to G-Forces Web Management Limited or such other person, firm or company which has an interest in the software (and the Client shall do all things necessary to vest such rights in G-Forces Web Management Limited or such person, firm or company) the Client having a Licence to use the same on the same terms as unmodified software.

9.4 The Client shall keep possession of and control over Licensed Materials provided to it and shall effect and maintain adequate security measures to safeguard Licensed Materials for access or use by any other unauthorised person.

9.5 The Client shall notify Net Trade-Price Ltd immediately if it becomes aware of any unauthorised use of the whole or part of the Licensed Materials by any person. The Client permits Net Trade-Price Ltd to check the use of Licensed Materials by it at reasonable times for that purpose and Net trade-Price Ltd, its employees and agents may enter the Client's premises.

9.6 Title to the Web Management Company's Software shall at times remain with G-Forces Web Management Limited.

10.0 Technical Support

- 10.1 For the duration of this Agreement Net Trade-Price Ltd shall provide in respect of each of the Licensed Materials such category of technical support as is set out in the order form.
- 10.2 Technical support shall comprise all or any of the following:-
 - 10.2.1 The creation or making available from time to time at the Company's sole discretion of any improved, modified or corrected version of any of the Licensed Materials issued by the Company ("New Release").
 - 10.2.2 The device by electronic mail on the use of the Licensed Materials.
 - 10.2.3 Advice by telephone, facsimile or post on the use of the Licensed Materials (Customers in the United Kingdom only).
 - 10.2.4 Upon request by the Customer the diagnosis of faults in the Licensed Materials and the remote rectification of such faults by the issue of fixes in respect of the Licensed Materials and the making of any necessary consequential amendments (if any) to the programme documentation supplied by the Company ("Documentation").
- 10.3 The Client shall supply in writing to the Company a detailed description of any fault requiring technical support and the circumstances in which it arose forthwith upon becoming aware of the same.
- 10.4 Technical support shall not include the diagnosis and rectification of any faults resulting from:-
 - 10.4.1 The improper use, operation or neglect of the Licensed Materials.
 - 10.4.2 The modification of the Licensed Materials or their merger (in full or in part) with any other software.
 - 10.4.3 The failure by the Customer to implement recommendations in respect of or solution to faults previously advised by the Company.
 - 10.4.4 Any repair, adjustment, alteration or modification of the Licensed Materials by any person other than the Company without the Company's prior written consent.
 - 10.4.5 The Customer's failure to install and use in substitution for the previous release any new release of the Licensed Materials; or these Licensed Materials for a purpose for which they were not designed.

11.0 Proper Law

- 11.1 This contract is to be treated as made in England according to English Law and subject to the jurisdiction of the English Courts.