

2016 NEWSTYLE PROPOSAL

NewStyle is a new start-up dedicated to designing, selling, and celebrating the fusion of graphics and fashion.



NEWSTYLE PROPOSAL

01 OVERVIEW	4
02 TARGET USERS	11
03 COMPETITORS	18
04 PROJECT SCOPE	26
05 MEASURING SUCCESS	32
06 E-COMMERCE PLATFORMS & HOSTING	36
07 DESIGN & DEVELOPMENT PROCESS	50
08 SCHEDULE	57
09 FINANCIAL PLAN	60
10 TERMS & CONDITION	62
11 TEAM QUALIFICATIONS	72



OVERVIEW

In general, this section covers an overview of the e-commerce industry. At the beginning, we will focus on e-commerce as a overall trend by reviewing some of the current trends that are driving the industry. Then, we will view more specifically on the trends within the e-commerce fashion industry. Finally, we also will view some of the market research including data and graphs, which relates to customer base, e-commerce revenues and online shoppers.

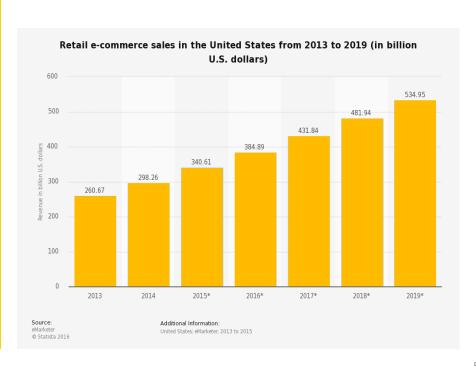
ABOUT NEWSTYLE

NewStyle is a new start-up dedicated to designing, selling, and celebrating the fusion of graphics and fashion. Their warehouse is located in Kansas City. They also serve as an online community that brings together artists and fans who admire artists' works. NewStyle's goal is to be recognized as number one online supplier of personalized apparel and as a provider of superb customer support.

MARKET RESEARCH

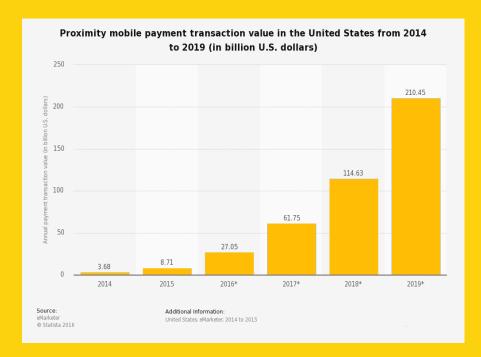
E-COMMERCE TRENDS

E-commerce is constantly evolving with current technologies. Through our research, we found four consistent e-commerce trends: Importance of mobile, Virtual sales forces become highly implemented, Huge images and videos deliver stunning and Connecting with customers though social media is not enough.



IMPORTANCE OF MOBILE DEVICES

The mobile buying numbers are gradually moving up every quarter. If you haven't modified your e-commerce site to make it mobile friendly, you are running out of time to remain competitive. Mobile e-commerce continues to gain momentum as a mainstream way for consumers to shop online. In fact, mobile e-commerce now accounts for nearly one-third of all U.S. e-commerce sales.



VIRTUAL SALES FORCES BECOME HIGHLY IMPLEMENTED

In the past, online support teams mainly sat around to wait for a customer to send in a question. This often resulted after the buy, or to inquire about some specialties before buying.

A huge shift is coming in the e-commerce industry, since many

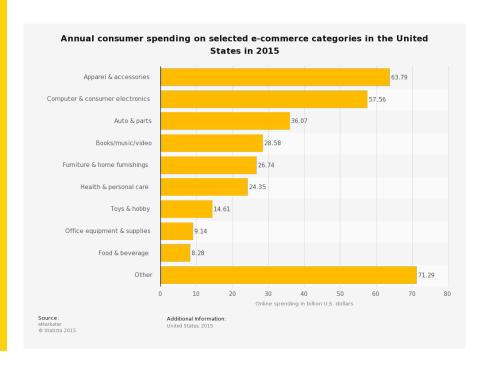
companies are beginning to treat online employees like they would brick and mortar sales people. Instead of waiting for customers to buy, e-commerce site are using pop-ups, chat modules and other tools for sales people to convince customers to buy before they make a decision.

HUGE IMAGES AND VIDEOS DELIVER STUNNING HOMEPAGES

As 2015 progressed, many e-commerce designers started putting a focus on large images and videos, many of which would take up the entire screen.

These designs have delivered beautiful introductions for companies, since e-commerce businesses can quickly explain the purpose of the site in a few minute video, or a stunning image.

Huge media modules also help out the customer, since most of the clutter is pushed to secondary pages, resulting in one or two paths for the customers to go. It is all much simpler.



TREND TOWARD CUSTOMIZATION

Customization is a huge trend in retail, not only among established brands, but also among start-ups that are encouraging customers to go online and order up that one fantasy product they always wished they could buy but could never find.

In recent years, technology advances have made it easier for retailers to offer online design tools that any consumer can understand, and to fulfil orders for customized goods in a timely, efficient manner.

Furthermore, retailers are motivated by the ability to charge premiums for customized products.

Only 1 in 3 consumers consider the brand a key deciding factor

Nearly 75%

of consumers want personalized products and services

Up to 20% increase

in average order sizes as a massive of customization of products

INVOLVE CONSUMERS IN PRODUCT CREATION

By increasing consumer involvement in product design, companies can mitigate some of the traditional risks of new product launches. This does not require a mass-customization strategy. Companies can get customers more involved in developing traditional products through

open innovation tactics. Providing a platform for users to suggest modifications or simply encouraging customers to provide product feedback can result in tangible and affordable innovation.

TARGET REAL CONSUMER NEEDS

The benefit by offering customers personalization options that enhance the product's functionality, such as customized fit, as opposed to purely cosmetic or superficial features; it would help to define the real needs about customers.

CONSUMERS ARE MORE EXPRESSIVE

Individuals have long expressed themselves through various forms of media such as by the clothing they wear. Moreover, social media services such as Facebook, Twitter, Instagram and Pinterest have made it easier for people to effortlessly express themselves to their friends.

EVERY CUSTOMER IS THEIR OWN MARKET

Customers expect it their way and also they are willing to pay for it. The heterogeneity of consumer needs has expanded and offers brands a tremendous opportunity. In addition, numerous companies from start-ups to established organizations have profited from this heterogeneity.

FASHION E-COMMERCE TRENDS

The fashion industry has a long history of marketing, and yet when it come to e-commerce, they actually are leading the game. Consistency industry trends that including: Virtual-reality retail, Online stylists, Curation, Social and Data-driven innovation.

VIRTUAL-REALITY RETAIL

The way to improve the customers' experience online, designers are working to reduce the number of clicks it takes for a visitor to become a customer. In addition, e-commerce shopping is designed to bring the real-life experience shopping, by recreating the texture, feel and fit of garments for an online shopper.

DATA-DRIVEN INNOVATION

In addition, the fashion industry is starting to take the market research potential in data very seriously. Furthermore, data analysts helps the industry evaluate the costumers' response through social media and online product reviews. which can capture fashion trends in real time.

In addition, fashion industry is starting to take the market research potential in data very seriously. Furthermore, data analysts helps industry evaluate costumers response through social media and online product reviews, which can capture fashion trends in real time.

ONLINE STYLISTS

Some of the website invites clients to suggest what kind of style they would like to emulate and then a stylist sends them clothes to suit them. If a client doesn't agree with the stylist's choices, the client can send back any they do not want. In general, it becomes clear that people want as organic an experience as possible, star-ups are bringing very traditional occupations like a stylist to the web.

CURATION

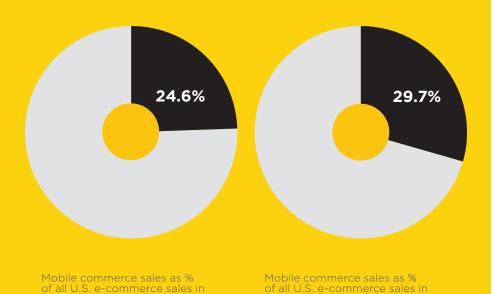
Curation is a way that provided to customers about how to organize, list and select items in a stylized collection.

SOCIAL

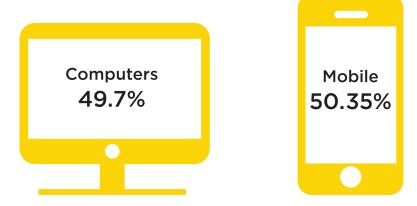
Adding a social feature is also powerful way to develop an intimate fan base, who uses the platform to stop, chat, and stop. In other words, being social has become a big part of the fashion industry's marketing effort. For example, in Pinterest, users can "Re-pins" to build a social following.

MOBILE

U.S. mobile commerce continues to gain momentum as a mainstream way for consumers to shop online. In 2015 U.S. mobile commerce sales will total \$104.05 billion, up 38.7% from \$75.03 billion in 2014, reveals data from the 2016 Mobile 500. Internet Retailer estimates that mobile commerce in 2015 will grow 2.58 times faster than total e-commerce sales, which Internet Retailer projects will grow 15% this year to an estimated \$350.64 billion.



In comparison, Computer users and Mobile users in total e-commerce traffic of 2014



The rise in mobile phone traffic to online stores is partly being fuelled by the overall trend of social-fuelled discovery becoming a major marketing channel. For example, while Facebook accounted for less than 5% of traffic to e-commerce sites on desktop, that number jumps to 7% when looking at mobile phones. In comparison, search based traffic from Google represented 18% of traffic from computers, but just 12% on mobile phones. This data seems to show that computers are being used to search for more commodity-type goods, while social media and mobile are used for more spontaneous, discovery-based purchases.

The rise in mobile shopping also brings about another fascinating trend, what we are calling "always-on-shopping". Computer-based traffic to e-commerce sites traditionally peaked between Monday and Friday and tailed off during the weekend. Mobile traffic has somewhat opposite behaviour since shoppers use their phones most during the weekends.

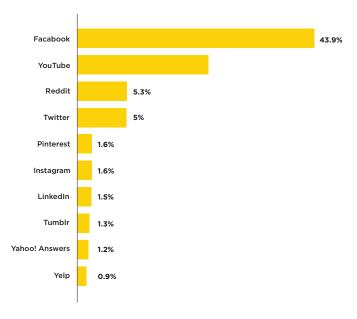
SOCIAL MEDIA

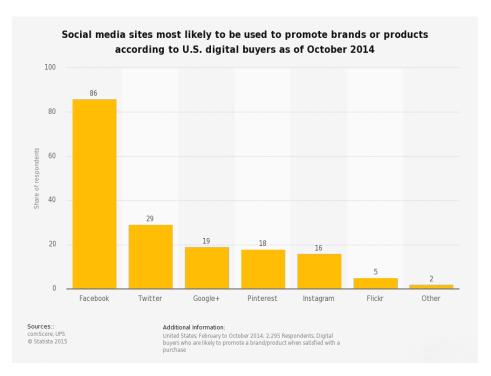
Nowadays, social media spending makes up a small function of most business' marketing budgets. A recent Duke University survey found that, on average, social media spending accounted for just 9% (2015) of the overall budget. However, this number is projected to expand to nearly 22% in next year.

In e-commerce trend, effective social marketing represents the real value. The social network offers the best way to communicate with customers because it is updated frequently that customers can get first hand information. In the following graphs, we will introduce the marketing share of social media in U.S.



US leading marketing share of social media in 2015







TARGET USERS

NewStyle's target audience consists of creative, fashion-conscious 18 to 35 year olds looking for unique ways to express themselves. There are three personas to show primary, secondary, and tertiary target audiences. Primary target audiences are shoppers who shop other people's designs. Secondary target audiences are artists who create their own designs. Tertiary target audiences are employees who will work behind the scenes.

SHOPPER 01

The shopper browses NewStyle.com for shopping people's designs and customizing their shopping items.



"I am available to follow to favorite artists."

MARK BEAR

25 YEAR OLD/ CONSULTANT/ NY/ \$86,857/YR



MARY KARR

20 YEAR OLD/ UNDER-GRADUATED/ SF/ \$29,740/YR

"I want to shop unique clothings and design by myself."

USER STORY

Mary is a fashion design student at Academic of Art School. She is really good at fashion. Therefore, she has been to fashion shows several times. She admires some artists designs so she usually follows their latest news. She prefers to shop her favorite artists' designs and print them on T-shirts.

GOAL

- Follow favorite artists.
- Shop unique styles.
- Design own styles.

DEVICES

- Desktop
- Laptop
- iphone/ipad

TASK FLOW 01

- Open an account
- Search your love designs
- Choose a favorite design
- Customize it
- Design color, size, ect.
- Choose an artwork for placing
- Place the artwork on your item
- Save the item.
- Add to shopping cart
- Check out
- Track Purchases

TASK FLOW 02

- Shop as a guest
- Search your favorite artists
- Follow your favorite artists
- Choose one design you love
- Customize it
- Design color, size, ect.
- Choose an artwork for placing
- Place the artwork on your item
- Save the item
- Add to shopping cart
- Check out
- Track Purchases



"I want an easy way to create my own designs."

JOHN BEE

28 YEAR OLD/
DESIGNER/
ENGLAND/ \$44,380/YR

ARTISTS 02

The artist uses NewStyle.com to upload own designs and sell them to get profits.



ANNA STONE
26 YEAR OLD/
ILLUSTRATOR/
SF/ \$44.380/YR

"I want to sell my designs to get profits."

GOAL

- Open own store.
- Design unique style.
- Communicate with other artists.
- Convenient widget

DEVICES

- Desktop
- Laptop
- iphone/ipad

USER STORY

Anna is an artist who is interested in fashion design. She loves to create her own designs and makes them to be unique styles. She usually visits some fashion sites in her free time, and discusses new fashion trends with other artists. She is friendly to get different kinds of feedback.

TASK FLOW 01

- Sign up to be a member
- Upload designs
- Use widget to design clothings
- Save clothing designs
- Start to sell in a store-fornt
- Check on sales
- Track royalties



"I usually help customers to solve problems online."

ALICE 33 YEAR OLD/ WEB DESIGNER/ ENGLAND/ \$44,380/YR

EMPLOYEE 03

The employee usually upload databases and help customers to solve problems.



MIKE BEAR 40 YEAR OLD/ WEB DESIGNER/ KANSAS/ \$62,500/YR

"I need an easy way to upload databases and do customer services."

GOAL

- Multiple devices for working
- Clear navigations to control
- Visible Interface

DEVICES

- Desktop
- Laptop
- iphone/ipad

USER STORY

Mike is a web designer who usually works behind scenes. He is an employee of NewStyle company. He always helps artists to accept their design requests and do a customer service. Sometimes, he answers customers' questions online. Sometimes, he answers questions with phones. In general, he always works 8 hours weekdays, so he must stay at office for a long time.

TASK FLOW 01

- Sign in your user name & password
- Overview all messages
- Review and approve artists' design setting
- Create new product databases
- Upload product databases

TASK FLOW 02

- Sign in your user name & password
- Overview all messages
- Start to work
 - Answer each customer's questions
 - Maintain blogs
 - Promoting banner adds



COMPETITORS ANALYSIS

In the following part, we provide some competitor analyses based on the competitors' detail in RFP, such as Threadless, direct competitor, District Lines, direct competitor, and Etsy, indirect competitor. These three competitors will be compared using interfaces, functions, social features, and security. We'll summarize all of the competitors and highlight features, pros, cons, and etc.

	Etsy	Threadless	District Lines	NewStyle
Interface				
Clear Navigations	•			•
Easy to Use	•	•		•
Grid Based Layout	•	•		•
Emphasize Characteristics		•		•
Good Color Palette	•			•
Function				
Responsive Web		•		•
Widget		•		•
Mobile App	•	•		
Guest Shopping		•	•	•
Wish List or Favorite	•	•		•
Social				
Following & Follower	•	•		•
Blog or Forum	•	•		•
Social Media Sharing	•	•	•	•
Comments & Reviews	•	•		•
Security				
Security Reminder	•			•

District Lines: Users can upload art work onto the website but they cannot customize them. We didn't include it in Widget.



ETSY

Etsy is a peer-to-peer e-commerce website focused on handmade or vintage items and supplies, as well as unique factory-manufactured items. These items cover a wide range, including art, photography, clothing, jewelry, food, bath and beauty peoducts, quilts, knick-knacks, and toys.

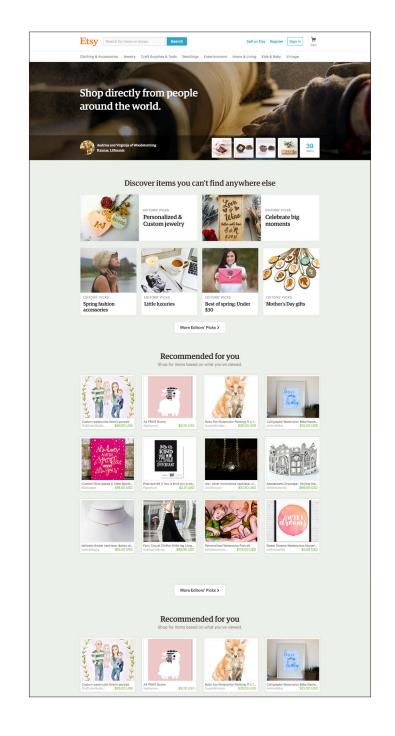
Founded: 2005

Headquartered in the DUMBO

Employees: 819

Itmes for sale: 35M+ Active sellers: 1.6M Active buyers: 24M

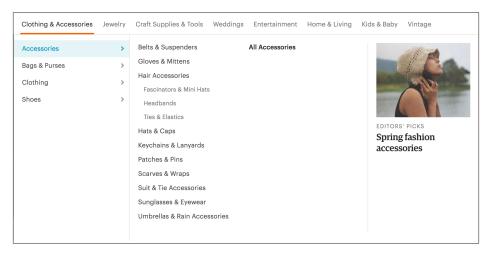
Annual gross merchandise sales in 2015: \$2.39M

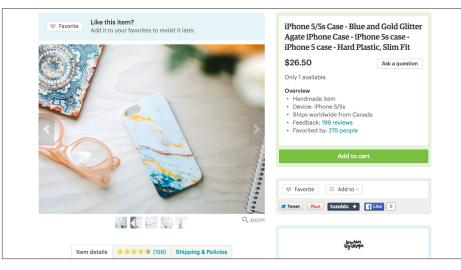


FEATURES

- Focuses on handmade and vintage items
- Individual shop
- · Mobile apps for IOS and Android







SOCIAL MEDIA

- Facebook
- Twitter
- Instagram
- Tumblr
- Pinterest

PROS

- Organized navigation menu: The navigation has good organization.
 User can easily find out what they want. It includes clear classifications.
- Individual item: Each item has detailed information, and can be shared to different social media.
- Color palette: The whole website has a great color palette, and is clean and clear.
- Grid-based website: The website is based on a grid-based layout, which makes the website look more structured and visually organized.
- Excellent photo quality: Photos on this website are good quality. It creates a good user experience.

CONS

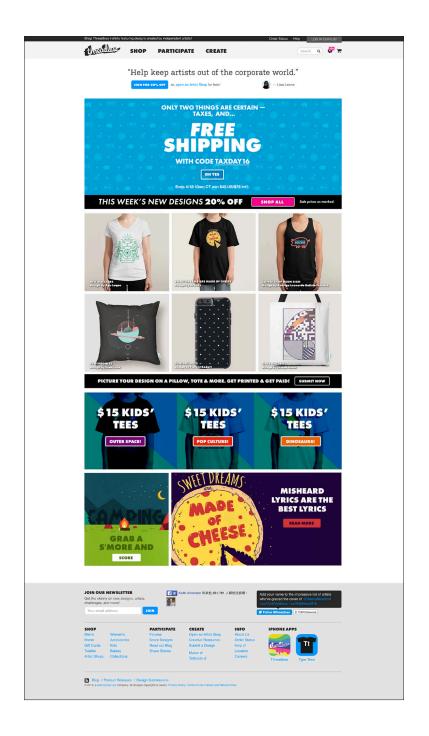
- No widget: All items are ready for sale. There is no room for users to design or make fun goods by themselves.
- Not responsive: Even though Etsy has its own app, it still needs to make its website responsive for the users who don't want to download the app and still want to use it on a phone.



THREADLESS

Threadless is an online community of artists and an e-commerce website based in Chicago, Illinois founded in 2000, by Jack Nickell and Jacob DeHart.

Threadless designs are created by and chosen by an online community. Each week, about 1,000 designs online and are put to a public vote. After 7 days the staff reviews the top-scoring designs. Based on the average score and community feedback, about 10 designers are selected each week, printed on clothing and their store in Chicago. Designers whose work is printed recerive \$0 cash, 20% royalties based on net profits paid on a monthly basis, and \$250 in Threadless gift card, which can be exchanged for \$200 cash. Each time a design is reprinted, the respective artist receives \$500 cash.

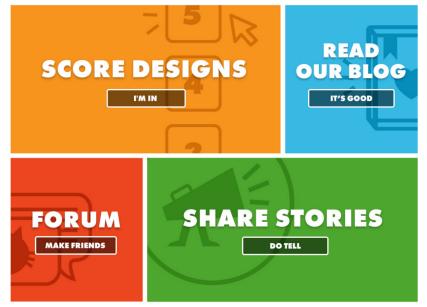


FEATURES

- Score designs
- Design challenges
- iPhone apps







SOCIAL MEDIA

- Facebook
- Twitter
- Instagram
- Tumblr
- Pinterest
- Youtube

PROS

- Widget App: Users can download the Threadless Type Tees app to design their own T-shirt with text.
- Bright personality: The brand and website have distinguishing feature and emphasis points like vote top designs, submit design and create a shop.
- Responsive web: The website has a good response and can be browsed on different platforms.

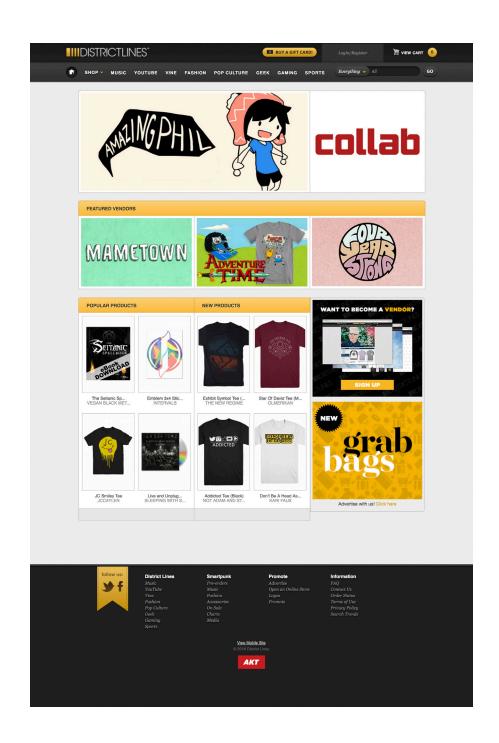
CONS

- The navigation is not user-friendly: There are so many classifications in the menu. All of the text is in black color, with the same font style and with tiny difference in font weight.
- Features are not shown on the homepage: Even though Threadless has a strong personality, they are not represented on the homepage. Users need to spend a lot of time to figure out what this website wants them to do.
- Type size: Some font with a tiny size which is a really terrible user experience.



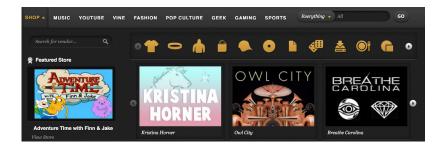
DISTRICT LINES

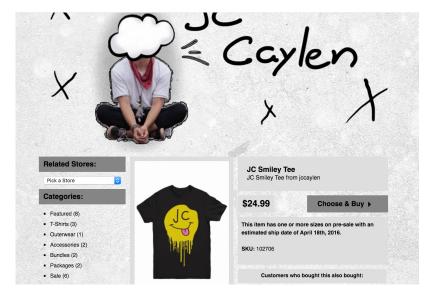
Districtlines is an online e-commerce website which sells a lot of different fashion products. They offer various vendor items like music, pop culture, gaming, geek. So users can search for the area they like on this website.



FEATURES

- Vendors
- Stylize your store





SOCIAL MEDIA

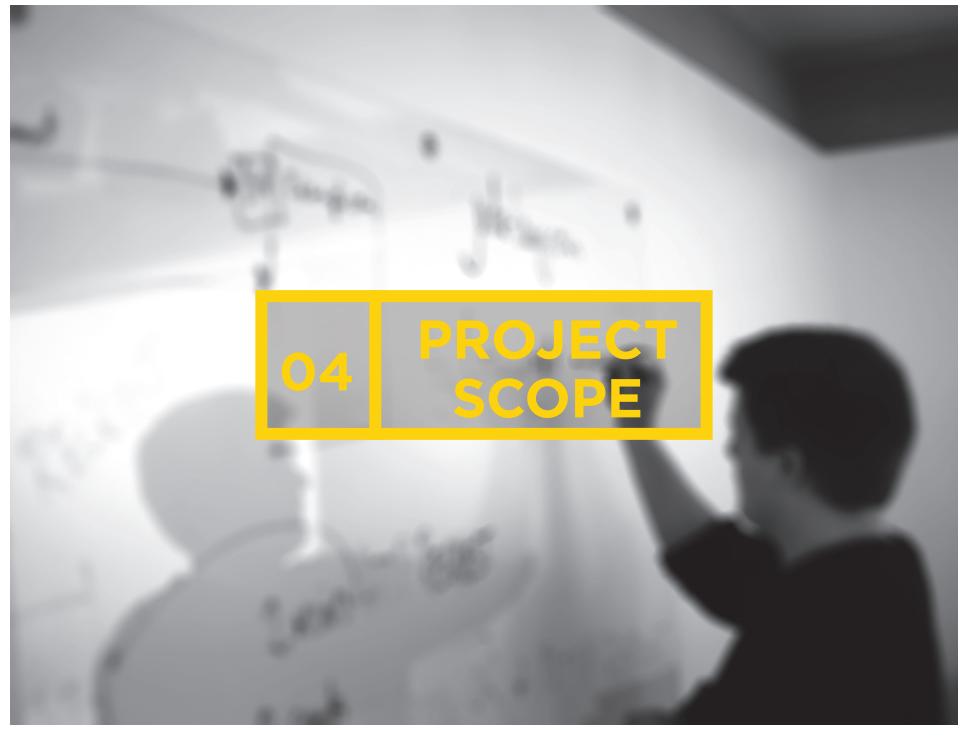
- Facebook
- Twitter

PROS

- Icons: Use icons to show different categories, which is clear for users.
- Simple navigation: The navigation bar is easy to use.

CONS

- Not responsive: It's desktop version website is not responsive, so
 users who prefer to use phones to browse will be very disappointed.
- Homepage is not well organized. Boxed are not on the same horizontal line.
- Classifications are not clear: All the classifications do not give users
 a clear definition of what they are. Users need to click all the buttons
 and options to see what that icon or word means.
- Only two social media connections: Users like to share their interested things on social media, but District Lines only can be connected with Facebook and Twitter.
- Own style for store: Users can design the style of their store, which makes the whole website looks messy and not unified.



PROJECT SCOPE

NewStyle is a online fashion shopping website. It allows users to customize their own product, and also contains an online community that artist can upload their artwork. In this case, We will design and develop two version website involve functional and easy-to-use widgets that your users will experience your online service smoothly.

USABILITY SPECIFICATION

PERSONAS

- 3 personas: a Shopper, an Artist and a Staff in the age range 18-35. They all speak English.
- User story
- User flow
- Needs

WIREFRAMES

- Main-site
- Artist store-front: 20 at launch with 5 templates
- Staff control panel
- Main-site mobile version

NAVIGATION

- Homepage Slideshow: 20 shows in 1st month
- Special Event
- Popular products
- Editor Choices

CONFIRM PLATFORM AND HOSTING

• Big Commerce and Inmotion

SHOP SOME FUNCTIONS ARE BUILT INTO THE PLATFORM.

- Filter by categories: Men, Women, Accessories
- Filter by Artists
- · Item description
- Item details
- Choose color
- Choose size
- Select quantity
- Customer reviews
- Recommended items

CREATE WITHIN BIGCOMMERCE PLATFORM

· Widget for customizing user's product

ARTIST

- List of artists
- Artists profile

BLOG

- Events
- Artists post
- Social media posts

SEARCH

- Items
- Artists
- Blogs

SHOPPING CART

- Add or remove items
- Proceed to checkout
- Order summary
- Billing information
- Shipping information
- Tweak size, color and quantity

WISH LIST

- · Add or delete items
- Add to cart

ACCOUNT

- Log in
- Register
- User profile
- Track orders
- Transaction record
- Payment

ABOUT

NewStyle Story

CONTACT

- · NewStyle Contact information
- NewStyle social media

TESTING

TARGET AUDIENCE SURVEY

• Search Strategy

UI TESTING

Paper prototype

TESTING IN DEVELOP PHASE

- · Alpha testing
- Beta testing
- Functional testing
- Testing after revise

DESIGN

FAVICON

WEBSITE LAYOUT

USER INTERFACE

- Scalable solution
- Intuitive navigation

PLACE HOLDER

Self promoting

TECHNICAL & INFRASTRUCTURE

RESPONSIVE DESIGN

- Desktop
- Tabloids
- Mobile phones

CROSS BROWSER COMPATIBILITY

- IE
- Safari
- Chrome
- Firfox

FUNCTIONALITY AND PROGRAMMING

E-COMMERCE PLATFORM

- Widget allows user to scale and position artwork on selected items.
- Automatic Statics
- File upload function
- User database
- Product Database
- Secure payment processing
- State sale tax calculation
- Shipping detail
- Billing detail
- Shopping cart
- · All major credit card
- Site Search functionality
- Community-building features
- Wish list
- Payment form

SOCIAL MEDIA INTEGRATION

- Twitter: Share arts and products
- Facebook: Share arts, products, and post events
- Pinterest: Recommend product photos
- Instagram: New products promotion

SEARCH ENGINE OPTIMIZATION

TITLES MATTER

- Create unique, accurate page titles
- Make use of the "description" meta tag

STRUCTURE

Improve the structure of URLs

OPTIMIZING CONTENT

- Offer quality content and services
- Write better anchor text
- Optimize your use of images
- Use heading tags appropriately
- Be aware of rel= "nofollow" links

FOR MOBILE PHONES

- · Notify Google of mobile sites
- Guide mobile users accurately

POST LAUNCH MAINTENANCE

NOT INCLUDED

TRAINING

• Train 5 NewStyle Staff for managing user database, and keep the information of the site up to date

SUPPORT

• 30 days post-launch technical support

Domain name

Logo & Branding

Advertising

Event and contest

All copy

Video and Audio

Long term support

Native Mobile Application

Platform License



MEASURING SUCCESS

As one of the biggest key goals to draggable is to help NewStyle success, which is expects a total sale of about 4 million dollar in the first year with the average purchase being in the range of &25 - \$35. In order to measure success of NewStyle, we will use Google Analytic and the e-commerce website tools to look at key facts such as:

- Monthly visitors
- Number of return visitors
- Completed transactions monthly
- Abandoned shopping carts

INCREASE TRAFFIC FROM SEO

Expected Outcome 364,000 to 390,000 visitors per month

HOW TO MEASURE?

Analyzing the organic search traffic on a regular basis can help we identify any changes that could indicate a problem with the search presence, such as a penalty or algorithm change that may be affecting your rankings. We will use Google Analytics to track the number visitors from SEO.

OUR APPROACH

Improve SEO

Search engines is one of the most critical ways to increase website traffic and expose your content. Based on our highly - qualified search engine optimization tool, which can attract more visitors for sure. We will Consistent URLs with the links we use in the XML Sitemap. Make sure the keywords search are using the keywords in the first few words of your page title. Get trustworthy advice from SEO sources on the web. Track every progress with google analytics program. And Building great content and keeping it up to date.

INCREASE OF RETURNED USERS

Expected outcome: 50,000 to 70,000 return users per month based on the average repeat visitor rate 14% to 20%.

HOW TO MEASURE?

Because of the great user experience from NewStyle, we believe that more than 20% of the customer will return and repeat purchase.

OUR APPROACH

1, Email:

We will send emails to customers after their registered, and welcome them to keep following NewStyle.

2, Advertisement and Promotion:

We will send advertisement and promotion to customers every special day or sale season in order to attract customers coming back.

3, Member points:

There will be certain member points after every completed purchase, and the point could be used as certain percentage of cash to shop with NewStyle again.

INCREASE COMPLETED TRANSACTIONS

Expected outcome 8, 000 to 11,000 completed transactions per month.

HOW TO MEASURE?

1. Conversation Rate

As we already know that the average conversion rate for e-commerce site is about 2-3%. We believe that NewStyle will be able to increase the the rate to 3% monthly.

2, Bounce rate and Page views

The average bounce rate of e- commerce website is 33% which means that about 120,000 visitors will leave the site per month. And the pageview is the also a key element to success, our team expects to keep the bounce rate under 25% and increase the pageview rate from average 8% up to 10%.

OUR APPROACH

1, User friendly design:

We will make every page in the site easy to use and read.

2, Profession content design:

We will use high quality image and profession design skill to make sure every page has a high-end look.

3, Faster page loading time:

According to Econsultancy.com "40% of people will leave a website if it takes more than 3 seconds to load." we will make sure that as fast as we can.

DECREASE ABANDONED SHOPPING CARTS

Expected outcome: about 150,000 to 200,000 visitors might abandon their shopping carts after putting items into the online shopping carts.

HOW TO MEASURE?

According to the research, 74% of e-commerce shopping carts were abandoned. The average conversion rate for e-commerce is around 2.5%, so if you have 360,000 visitors per month, about 266,000 visitors might abandon their shopping carts. If we can keep the abandon shopping cart rate under 60%, then NewStyle will earn about \$1,890,000.

OUR APPROACH

- Allow customers purchase products without signing in first
 Like a lots of big shopping site, we want to give the customers the freedom to choose either purchase with or without creating an account.
- 2. Guarantee refunds

We will make offer to the customers that if they don't like the item that they've purchased, we will take it back and refund the money.

3, Reminders:

Send reminders to customers certain period of time after their abandoned the shopping carts.



E-COMMERCE PLATFORMS & HOSTING

Based on NewStyle's Individual goals, we did complete research on E-Commerce platforms and web hosting, at the end, we hand-select three of them that meets your needs, and one that we suggest. This solution will provide a low costs in the meanwhile also leave space for the future business to grow.

There are the results after we analyzed all the possibilities, and the one that we think is the most suitable for your needs.

E-COMMERCE PLATFORMS

According to many researches, we recommend to you three e-commerce platforms, Shopify, BigCommerce and Volusion.

A. SHOPIFY

Shopify is a leading cloud-based, multichannel commerce platform designed for small and medium sized businesses. Merchants can use the software to design, set up, and manage their stores across multiple sales channels, including web, mobile, social media, marketplaces, brick-and-mortar locations, and pop-up shops. The platform also provides merchants with a powerful back-office and a single view of their business. The Shopify platform was engineered for reliability and scale, using enterprise-level technology made available to businesses of all sizes. Shopify currently powers over 243,000 businesses in approximately 150 countries. Also, the total sales on Shopify are \$14 Billion.

CLIENTS

Tesla Motors, Budweiser, Red Bull, LA Lakers, The New York Stock Exchange, GoldieBlox, Rug & Home, Black Milk, theory 11, GoPole, earth, Harris Farm and many others.

B. BIGCOMMERCE

BigCommerce is a robust, flexible e-commerce platform that provides established and emerging brands with everything they need to launch, promote, manage and scale a successful online store. BigCommerce merchants earn more than retailers on competitive e-commerce solutions thanks to advanced features, better site performance and streamlined business process. BigCommerce supports thousands of retailers, and is the leading cloud e-commerce platform for businesses making \$1 million or more in sales per year.

C. VOLUSION

Volusion is a fully hosted, all-in-one shopping cart software trusted by over 40,000 merchants. The platform, designed for small and medium business owners, and over \$21 billion in merchant sales worldwide.

CLIENTS

Toyota, UBISOFT, SAINT HERON, Schwinn, Martha Stewart, Payless, Travelpro, Native Union, Kyte and Key, Kelty and many others.

CLIENTS

Toni & Guy, Skates.com, Antonelli's Cheese Shop, Common Market Farmshare, J. Christopher, Dirt Dog, Bathroom Place, Omni Vision Philly, Designer Lines Direct, Olivia and Jane, Element Outfitters and many others

E-COMMERCE PLATFORMS COMPARISON

Among the three e-commerce platforms, we think that Bigcommerce Pricing Pro is the best platform for you, it works on either desktop or mobile device. It has steady security system which will provide your privacy and the client's, the widget design which is the very distinctive function as a big part of your business plan is also included, besides fundamental features such as: convert visitors, ship and fulfill orders, business analyze system, etc. the powerful support function like live chat, personal help will assist customers needs every step they go. It included its own hosting as well.

- A. SHOPIFY
 UNLIMITED PLAN
- B. BIGCOMMERCE PRO PLAN
- C. VOLUSION
 PREMIUM PLAN

E-commerce Platforms	Shopify	BigCommerce	Volusion		
Plan	Unlimited	Pro	Premium		
Hosting	• We don't recommend. There is another options in next section.	• We don't recommend. There is another options in next section.	We don't recommend. There is another options in next section.		
Features					
Store Builder					
100+ Professional Themes	•	•	•		
Edit HTML and CSS	•	•	•		
Mobile Commerce	•	•	•		
Work with an Expert	•	•	•		
Your Own Domain Name	•	•	•		
Full Blogging Platform	•	•	0		
Web-based Website Builder	•	•	•		

E-commerce Platforms	Shopify	BigCommerce	Volusion
Plan	Unlimited	Pro	Premium
Shopping Cart			
SSL Certificate	•	•	•
Automatic Carrier Shipping Rates	•	•	•
Accept Credit Cards	•	•	•
Payment Getaways	70+	40+	50+
Offer Shipping	•	•	0
Multiple Languages	•	•	0
Abandoned Checkout Recovery	•	•	0
Abandoned Cart Reports	0	0	•
Flexible Shipping Rates	•	•	0
Automatic Taxes	•	•	•

E-commerce Platforms	Shopify	BigCommerce	Volusion
Plan	Unlimited	Pro	Premium
Store Management			
Customer Profiles	•	•	•
Customer Accounts	•	•	•
Customer Groups	•	•	0
Shipping Apps	•	•	0
ERP Integrations	0	•	0
Fulfilment Centers	•	•	0
Order Fulfilment	•	•	•
Drop-shipping	•	•	0
Refunds	•	•	0
Manage on the Go	•	•	0
Email Templates	•	•	•
Real-Time Quotes	0	•	0

E-commerce Platforms	Shopify	BigCommerce	Volusion
Plan	Unlimited	Pro	Premium
Marketing & SEO			
Search Engine Optimized	•	•	•
Generated Sitemap.xml	•	•	0
Discount Codes & Coupons	•	•	•
Gift Cards	•	•	•
Social Media Integration	•	•	0
Google Adwords Credits	•	0	0
Product Reviews	•	•	•
Email Marketing	•	•	0
Sell on Social Media	•	•	0
CRM Apps	0	•	•
Multi-Marketplaces	•	•	•

E-commerce Platforms	Shopify	BigCommerce	Volusion		
Plan	Unlimited	Pro	Premium		
Web Hosting					
Unlimited Bandwidth	•	•	•		
Daily Backups	•	•	•		
Email Forwarding	•	•	0		
Level-1 PCI Compliant	•	•	0		
SSL Certificate	•	0	•		
Instant Upgrades	•	•	0		
DDOS Protection	•	•	0		
Automated Fraud Detection	0	•	0		
99.99% Uptime	•	•	•		
24/7 Monitoring	•	•	0		

E-commerce Platforms	Shopify	BigCommerce	Volusion
Plan	Unlimited	Pro	Premium
Analytic			
Dashboard	•	•	0
Product Reports	•	•	0
Export Reports	•	•	0
Google Analytic	•	•	0
Traffic/ Referral Reports	•	•	0
Mobile			
Order Fulfilment	•	•	0
Mobile Dashboard	•	•	0
Manage Inventory	•	•	0
Email or Call Customers	•	•	0
All Your Data Synced with Your Platforms	•	•	0
24/7 Support	•	•	•

E-commerce	Shopify	BigCommerce	Volusion
Plan	Unlimited	Pro	Premium
Monthly Price	\$179/Mon	\$199.95/Mon	\$121.5/Mon
Annual Platform Licensing Fee	\$179*12= \$2,148/yr	\$199.95*12= \$2,160/yr	\$121.5*12= \$1,458/yr
Credit Card Rates Visa/ Master-card/ AMEX/ Discover-card	2.4%	2.2%	2.15%
Annual Payment Processing Fee	\$4M*2.4%= \$96,000/yr	\$4M*2.2%= \$88,000/yr	\$4M*2.15%= \$86,000/yr
Third Party Rates Paypal/ Stripe/ Square	0.5%	2.9%	2.9%
Transaction Fees	30¢	30¢	30¢
Annual Transaction Fees	30¢ *133,333= \$40K/yr	30¢ *133,333= \$40K/yr	30¢ *133,333= \$40K/yr
Annual Payment	\$138,150/yr	\$130,140/yr	\$127,460/yr

HOSTING COMPARISON

If you prefer to use a separate hosting plan, we also have a recommendation for you. Compare four hosting options, we think that Inmotion Hosting Power Plan is the better choice. You can see from the table down below, first, it has a big database and disk space, an unlimited monthly transfer process, which means it's much faster than most hostings, this is very important for a site that has a customize need; secondly, it has almost all enhanced features and functionalities, so even if you grown to a much bigger business in the future, it will still serve your needs nicely, that's why we suggest Inmotion.

- A. SHOPIFY
 UNLIMITED PLAN
- B. BIGCOMMERCE PRO PLAN
- C. VOLUSION
 PREMIUM PLAN
- D. INMOTION POWER PLAN

Hosting	Shopify	BigCommerce	Volusion	Inmotion
Plan	Unlimited	Pro	Premium	Power
Speed	• • •	• • •	• • •	• • • •
50 MySQL & PotgreSQL Databases	0	0	0	•
Unlimited Disk Space	•	•	0	•
Unlimited Monthly Transfer Included.	•	•	•	•
6 Websites on 1 Account	0	0	0	•
Free No-Downtime Website Transfers	•	•	•	•
Website Builder	•	•	•	•
WP-CLI Enabled	0	0	0	•
Easy Google Apps Integration	•	•	•	•
Business Class Hardware	•	•	•	•

[•] Yes, • No, First Year Profit: 4 Million, Average Price of Products: \$30, Transaction Times: 133,333

CONCLUSION

Overall, in three of the comparisons, we think that BigCommerce is the most suitable e-commerce platform based on cost and capabilities, it has a strong technical base, so it doesn't require a high level of technique to mention, in a way that will help you keep running the site after design. Also, if you prefer to

use another hosting, we recommend to you Inmotion Power Plan based on big space and fast speed. Although the annual price of BigCommerce and Inmotion is not the lowest but considering the functions and self-hosting, BigCommerce Pro with Inmotion Power is the best match for NewStyle's business goals.

Hosting	Shopify	BigCommerce	Volusion	Inmotion
Plan	Unlimited	Pro	Premium	Power
Safe Application Roll-Back	•	•	•	•
26 Parked Domains	0	0	0	•
100 Sub Domains	0	0	0	•
Level-1 PCI Compliant.	•	•	•	0
Instant Upgrades	0	0	0	0
Annual Price	\$0/yr	\$0/yr	\$0/yr	\$120/yr



PHASE 1 PRELIMINARY

This phase includes all the preparation work based on research and meetings.

Goal:

Understand the need of target audience and NewStyle.

This phase includes the following:

- Inner meeting: Meet with people from NewStyle.
- Competitor analyses: Research and analyse data related to NewStyle competitors.
- Brief overview of project: Give basic review of the project.
- Project road trip: Give basic direction of what we are going to develop for NewStyle.

Milestone:

After this phase, all of the work before designing is done. We will summarize our conclusion to you and you can give us feedback. We will revise it until you are satisfied.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

3 WEEKS

Total Fees:

\$17,710

Total Expenses:

\$144

PHASE 2 DESIGN

This phase includes wireframe and visual design.

Goal:

Decide the website layout and make it visually detailed.

This phase includes the following:

- Info architecture: Give NewStyle the structural design of shared information environments, the art and science of organizing labelling websites
- Wireframe: Build visual guide that represents the skeletal framework of NewStyle's website.
- User testing: To evaluate a product by testing.
- Review & revise: Review and revise any problems.
- Get authorization to continue.

Milestone:

After this phase, our team can start to code the website according to the visual layout. We will present out visual design to NewStyle to get feedback and do revise. Also, we will provide you twenty high quality product photos. We offers NewStyle a professional photographer, four different nationality models, a makeup artist, a hair stylist, and two days rent of photo studio.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

6 weeks

Total Fees:

\$33,580

Total Expenses:

\$38,316

PHASE 3 DEVELOPMENT

In this phase, we will start to build the website. (Desktop version and mobile version)

Goal:

Finish the coding part, make sure all functions work well.

This phase includes the following:

- Project plan: Make the product plan to NewStyle.
- Front end design: Start developing the user interface.
- · Back end design: Start developing server and database.
- Testing: Test out fit all features to make sure they work.
- Review & revise: Review and revise any problems.
- Get authorization to continue.

Milestone:

This phase is the most important step of the whole project. After this phase, the website will be prepared to pre-launch. And also, we will keep in close contact with you, get feedback, make revise.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

9 weeks

Total Fees:

\$74,520

Total Expenses:

\$3,240

PHASE 4 PRE-LAUNCH

This phase is for pre-launching the website before the official launch.

Goal:

Make sure everything works well.

This phase includes the following:

- · Soft launch: Release the website to limited audience.
- Final testing: Test out if all functionalities work out.
- Final design: Final proof of interface design.
- Functional website update: If there is anything that needs to be changed.
- Get authorization to continue.

Milestone:

After this phase, the website will be ready for launch.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

4 weeks

Total Fees:

\$52,210

Total Expenses:

\$4,440

PHASE 5 DEPLOY

This phase includes launch and after training.

Goal:

Make sure everything in control after launch.

This phase includes the following:

- · Deliver the site.
- Training.
- Final client sign- off.

Milestone:

After this phase, this project is done and your staff should continue to manage it. If there is something that does not work very well, we will revise it as soon as possible.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

2 weeks

Total Fees:

\$20,240

Total Expenses:

\$480

PHASE 6 LIMITED SYSTEM MAINTENANCE

This phase is about maintenance.

Goal:

Short-term maintenance to make sure the website works well.

This phase includes the following:

• 30-day limited system maintenance.

Milestone:

The project is finished.

Note:

After you sign the approval, this phase is done. Further changes require extra charges.

Duration:

4 weeks

Total Fees:

\$11,500

Total Expenses:

\$120



PHASES	TASK NAME	Week 01	Week 02	Week 03	Week 04	Week 05	Week 06	Week 07	Week 08	Week 09	Week 10	Week	Week 12	Week 13	Week
	INNER MEETING														
PHASE	COMPETITOR ANALYSIS														
S E 9	BRIEF OVERVIEW OF PROJECT														
	PROJECT ROAD MAP														
	INFO ARCHITECTURE														
무	WIREFRAME														
PHASE	USER TESTING														
02	REVIEW & REVISE														
	GET AUTHORORIZATION														
	PRODUCT PLAN		1												
_	FRONT-END DESIGN														
PHASE	BACK-END DESIGN														
E 03	TESTING														
N	REVIEW & REVISE														
	GET AUTHORORIZATION														
	SOFT LAUNCH														
PHASE	FIANL TESTING														
SE	FINAL DESIGN														
04	FUNCTIONAL WEBSITE UPDATE														
	GET AUTHORORIZATION														
모	DELIVER THE SITE														
PHASE	TRAINING														
05	FINAL CLIENT SIGN-OFF														
PHASE 06	MAINTENANCE														

Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	TASK NAME	PHASES
														INNER MEETING	
														COMPETITOR ANALYSIS	PHASI
														BRIEF OVERVIEW OF PROJECT	SE O1
														PROJECT ROAD MAP	
												,		INFO ARCHITECTURE	
														WIREFRAME	무
														USER TESTING	PHASE
														REVIEW & REVISE	02
														GET AUTHORORIZATION	
														PRODUCT PLAN	
														FRONT-END DESIGN	
														BACK-END DESIGN	PHASE
														TESTING	SE O3
														REVIEW & REVISE	- W
														GET AUTHORORIZATION	
						,								SOFT LAUNCH	
														FIANL TESTING	PH,
														FINAL DESIGN	PHASE
														FUNCTIONAL WEBSITE UPDATE	
														GET AUTHORORIZATION	
														DELIVER THE SITE	Ы
														TRAINING	PHASE
														FINAL CLIENT SIGN-OFF	05
														MAINTENANCE	PHASE 06



FINANCIAL SUMMARY

.draggable() design company closely analyzed the business needs of NewStyle, and concluded with the billing plan as follows. We offer a suitable plan for your brand. Also, here is a billing plan which tells you all design fees can be tracked and reasonable. All phases will be down in 28 weeks.

.draggable() design company requires a 10% advanced deposit of \$25,650 after the contract between NewStyle and .draggable() design company is signed, and before Phase 1. The remaining balance of \$38,475 will be paid after approval of the last milestone of each phases, which is 15% of total budget.

Fees for 20 shows of high-quality photography for a slideshow on the homepage, short-term support for dealing with any technical issues that come up in the 30 days post-launch period, and training fees have been included in the contract.

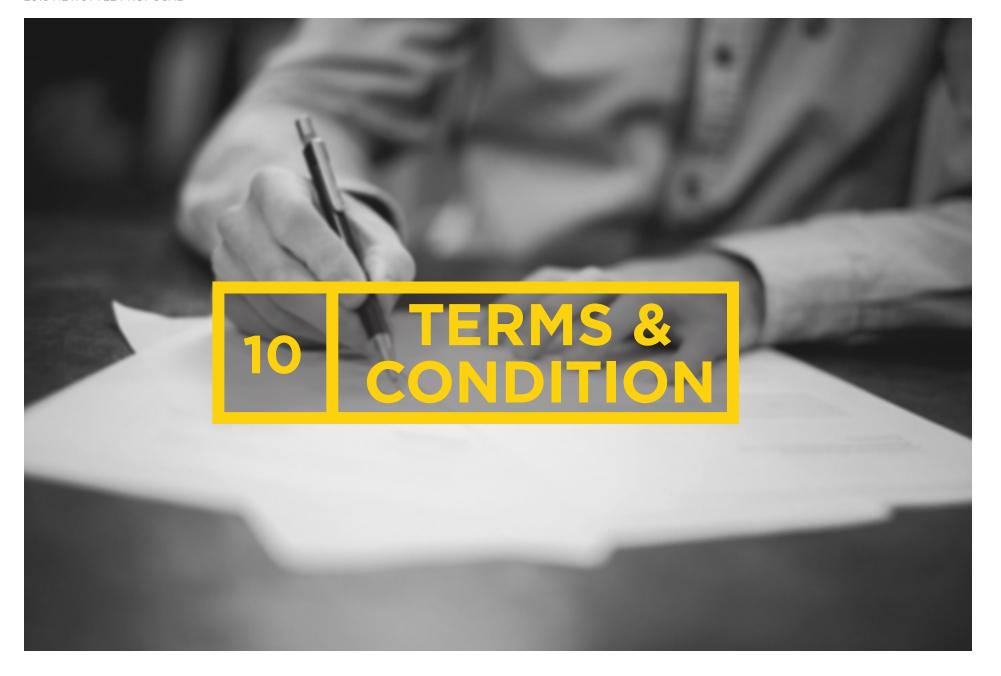
Notice that fees for the e-commerce platform, hosting service and widget for customizing user's product will not be covered in the contract.

PHASE RECAP

Phases	Fees	Expenses	Total
01. Preliminary	\$17,710	\$144	\$19,338
02. Design	\$33,580	\$38,316	\$74,844
03. Development	\$74,520	\$3,240	\$88,210
04. Pre-Launch	\$52,210	\$4,440	\$43,410
05. Deploy	\$20,240	\$480	\$20,060
06. Limited System Maintenance	\$11,500	\$120	\$7,620
Total	\$209,760	\$46,740	\$256,500

BILLING PLAN

Advanced Deposit	10%	\$25,650
01. Preliminary	15%	\$38,475
02. Design	15%	\$38,475
03. Development	15%	\$38,475
04. Pre-Launch	15%	\$38,475
05. Deploy	15%	\$38,475
06. Limited System Maintenance	15%	\$38,475
Total		\$256,500



BASIC TERMS & CONDITIONS

1. DEFINITIONS

As used herein and throughout this Agreement:

- **1.1 Agreement** means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.
- **1.2 Client Content** means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.
- **1.3 Copyrights** means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.
- **1.4 Deliverables** means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.
- 1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.
- **1.6 Final Works** means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to,

any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

- **1.7 Final Deliverables** means the final versions of Deliverables provided by Designer and accepted by Client.
- **1.8 Preliminary Works** means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.
- **1.9 Project** means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.
- **1.10** Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.
- **1.11 Third Party Materials** means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.
- **1.12 Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.
- **1.13 Working Files** means all underlying work product and digital files utilized by Designer to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

2. PROPOSAL

The terms of the Proposal shall be effective for **30 days** after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES & CHARES

- **3.1 Fees.** In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, payment schedule.
- 3.2 Expenses. Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Designer's standard mark-up of twenty percent (20%), and, if applicable, a mileage reimbursement at .58 cent per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.
 3.3 Additional Costs. The Project pricing includes Designer's fee only.
- Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/ or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.
- **3.4 Invoices**. All invoices are payable within **fifteen (15) days** of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of

ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

- **4.1 General Changes.** Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of **\$115** per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.
- **4.2 Substantive Changes.** If Client requests or instructs Changes that amount to a revision in or near excess of **fifty percent (50%)** of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.
- **4.3 Timing.** Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or

instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within **five (5) business days** of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal;
- (c) final proofreading and in the event that Client has approved
 Deliverables but errors, such as, by way of example, not limitation,
 typographic errors or misspellings, remain in the finished product,
 Client shall incur the cost of correcting such errors; and
 (d) ensuring that all information and claims comprising Client Content
 are accurate, legal and conform to applicable standards in Client's industry.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/ or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF PARTIES

- **8.1 Independent Contractor.** Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.
- **8.2 Designer Agents.** Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.
- **8.3 No Solicitation.** During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Designer, employee or Design Agent of Designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent

contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

- **9.1 By Client.** Client represents, warrants and covenants to Designer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content is accurate, legal, conforms to ethical standards of the Client's industry, does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.
- **9.2 By Designer** (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.
- (b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Works provided by Designer and Designer's subcontractors does not infringe the rights of any party, and

use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

(c) Except for the express representations and warranties stated in this Agreement, Designer makes no warranties whatsoever. Designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Designer in writing of the claim; (b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section.

Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Settlement Approval. The indemnifying party may not enter into any settlement agreement without the indemni ed party's written consent.

10.4 Limitation of Liability. The services and the work product of Designer are sold "as is." In all circumstances, the maximum liability of Designer, its directors, officers, employees, design agents and affiliates ("designer parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Designer. In no event shall Designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Designer, even if Designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERMS AND TERMINATION

11.1 Term. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 Termination. This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents

as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee, Schedule A shall not be effective, and Client shall not have rights to use Deliverables except upon written consent from Designer provided after such termination.

11.4 In the event of termination for convenience by Designer or for cause by Client, and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by theparties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt

(by automated confirmation or substantive reply by the recipient).

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party except that this Agreement may be transferred or sold as part of a transfer or sale of the assigning party's entire business or portion thereof relating to the Project.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder,

and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A, and the following documents as indicated by the parties' initials:

 Supplement 1: Print-Specic Terms and Conditions
 Supplement 2: Interactive-Speci c Terms and Conditions
 Supplement 3: Environmental-Speci c Terms and Condition
 Supplement 4: Motion-Speci c Terms and Conditions

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

PRODUCER:	CLIENT:
.draggable() Design Company	NewStyle
180 New Montgomery St.	180 New Montgomery St., Fifth Floo
San Francisco, CA 94115	San Francisco, CA 94105

Signed: Shuhao Shang Signed: _____

Dated:

Dated: _ _ _ _ _ _ _

SCHEDULE A: INTELLECTUAL PROPERTY PROVISIONS

Assignment of rights

IP 1. RIGHTS IN THE FINAL DELIVERABLES

IP 1.1 Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, Designer assigns to Client all of Designer's Copyrights in and to the Final Works, including Trademarks, and Designer shall deliver to Client all Working Files related to the Final Works. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment, and Client shall reimburse Designer for Designer's reasonable time and out-of-pocket expenses in connection therewith.

IP 1.2 Trademarks. Client shall have sole responsibility for ensuring that Trademarks do not infringe the rights of third parties, and Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging trademark infringement, or arising out of Client's failure to obtain trademark clearance or permissions, for use of Trademarks.

IP 1.3 Client Content. Client Content, including pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all trademark, trade secrets, patents, Copyrights, and other rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and promotional uses of the Deliverables as authorized in this Agreement.

IP 1.4 Third Party Materials. Intellectual property rights in Third Party Materials shall be owned by the respective third parties. Designer shall inform Client of all Third Party Materials to be procured by Designer that Client may need to license at Client's own expense, and unless otherwise arranged by Client, Designer shall obtain a license for Client to use the Third.

Party Materials consistent with the usage rights granted herein Client shall indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Works at Client's request.

IP 2. RIGHTS RESERVED TO DESIGNER

IP 2.1 Preliminary Works/Working Files. Designer retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return to Designer all Preliminary Works and Working Files in Client's possession within thirty (30) days of completion of the Services.

IP 2.2 Original Artwork. Designer retains property ownership in any original artwork comprising Final Works, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within thirty (30) days of completion of the Services.

IP 2.3 Designer Tools. Designer Tools and all intellectual property rights therein, including Copyrights, shall be owned solely by Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's publisher, web hosting or Internet service providers), perpetual, worldwide license to use the Designer Tools solely with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, or otherwise disassemble or modify any Designer Tools comprising software or technology

SUPPLEMENT 2: INTERACTIVE SPECIFIC TERMS & CONDITIONS

I 1. SUPPORT SERVICES

I 1.1 Warranty Period. "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first 1 month following expiration of this Agreement ("Warranty Period"), if any, Designer shall provide up to 48 hours of Support Services at no additional cost to Client. Additional time shall be billed at Designer's regular hourly rate, then in effect upon the date of the request for additional support.

I 1.2 Maintenance Period. Upon expiration of the Warranty Period and at Client's option, Designer will provide Support Services for the following 1 month (the "Maintenance Period") for a monthly fee of \$7500 [or Designer's hourly fees of \$115 per hour]. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

I2. ENHANCEMENTS

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables, and Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at Designer's then-in-effect price for such services.

I 3. ADDITIONAL WARRANTIES AND REPRESENTATIONS

I 3.1 Deficiencies. Subject to the representations and warranties of Client in connection with Client Content, Designer represents and warrants that the Final Deliverables will be free from Deficiencies. For the purposes of this Agreement, "Deficiency" shall mean a failure to comply with the specifications set forth in the Proposal in any material respect, but shall not

include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third party applications such as web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and Designer's sole liability for a breach of this Section is the obligation of Designer to correct any Deficiency identified within the Warranty Period. In the event that a Deficiency is caused by Third Party Materials provided or specified by Designer, Designers sole obligation shall be to substitute alternative Third Party Materials.

I 3.2 Designer Tools. Subject to the representations and warranties of the Client in connection with the materials supplied by Client, Designer represents and warrants that, to the best of Designer's knowledge, the Designer Tools do not knowingly infringe the rights of any third party, and use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.

I 4. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with relevant rules and regulations known to Designer; however, Client, upon acceptance of the Deliverables, shall be solely responsible for conformance with all rules, regulations, and laws relating to Client's use thereof, including without limitation, relating to the transfer of software and technology, and compliance with the Americans with Disabilities Act and Section 508 of the Workforce Investment Act.



ABOUT US



SHUHAO SHANG

PRODUCER

66

Shuhao is the Producer of .draggable() web design company. He manages all aspects of production including: time-line management, team work-flow, Q&A delivery and maintaining all elements of our work.

フフ

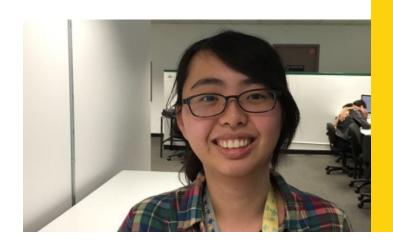
YI ZHANG UX DESIGNER

66

Yi is a talented User Experience Designer for .draggable() design company. She is passionate about providing phenomenal experience that people genuinely want to use.



,,



MANDY

FRONT-END DEVELOPER

66

Mandy is our company's Front-end Developer. She is motivated to combine the art of design with the art of programming.

SUKIE ui designer

66

Sukie is the User Interface Designer of .draggable() design company. She is responsible for collaborating with UX designers and Front-end designers frequently in our company.



74.



ALICE CONTENT EDITOR/REVIEWER

66

Alice is our content editor and reviewer in .draggable() design company. She has responsibility for editing and reviewing all the content.

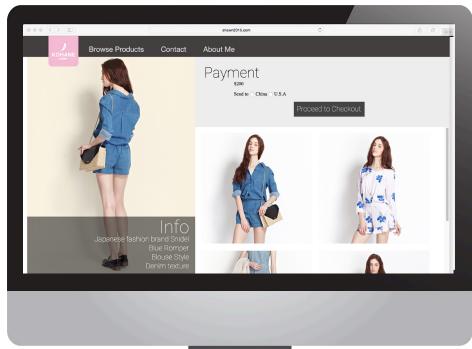
SAMUEL BACK-END DEVELOPER

66

Samuel is a very smart Back-end Developer in .draggable developer in .draggable() design company.



OUR PORTFOLIO









This is a Japanese product perchasing website. You can browse different products on the right side, and the detail on the left side for each product.



SANTORINI TRIP

This is a Santorini travel guide website. In this project, it has a beautiful and smooth to use parallax effect to view some stunning photos from Santorini.









ROOT

This is a life style management web app. Create a time-line first, then invite family members to work together by adding images, videos, audio and text to the family time-line.

IVORY

Old School Fashion Website

THANK YOU FOR YOUR TIME





180 New Montgomery St. San Francisco, CA 94105