

WEB SITE DESIGN AGREEMENT

BETWEEN:
.....
.....
(hereinafter referred to as the "Client")

AND:
.....
.....
(hereinafter referred to as the "Developer")
(the Client and the Developer are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to obtain various Web site design services from the Developer;

WHEREAS the Developer has agreed to provide the Client with the Web site design services described hereinbelow, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Services

The Developer agrees to provide the Client with the following services (hereinafter referred to as the "Services"):

- a) to design and develop the Client's Web site (hereinafter referred to as the "Web Site"), based upon the specifications set forth in Schedule "A" annexed hereto (hereinafter referred to as the "Specifications"), including, without limitation:
 - the design of the Web Site information architecture and set-up;
 - the design, writing and formatting of the content based on the information, documentation as well as the texts, drawings, icons, images, graphics, pictures, charts and other elements provided by the Client in accordance with the Specifications (hereinafter collectively referred to as the "Information Elements");
 - the coding of the Web Site pages (hereinafter collectively referred to as the "Web Pages") and the programming of the required software components including, where applicable but without limitation, the scripts, applets, applications, programs, executable files, software, search engines, database management engines and multimedia components (hereinafter collectively referred to as the "Software Components");
 - the Web Pages visual design, including the graphic and infographic design of texts, drawings, icons, images, graphics, pictures, charts and other elements required according to the Specifications (hereinafter collectively referred to as the "Graphic Elements");
- b) to carry out testing on the Web Site;
- c) to install the Web Site on the Web server indicated in the Specifications (hereinafter referred to as the "Web Server");
- d) upon signing by the Client of a detailed acknowledgement of receipt, to provide the Client with the information and documentation regarding the Web Site, including, without limitation, the HTML files, Software Components (including their source code) and Graphic Elements, the whole on appropriate media (hereinafter collectively referred to as the "Project Folder");
- e) upon signing by the Client of a detailed acknowledgement of receipt, to return the information elements, as described in the Specifications (hereinafter referred to as the "Information Elements"), to the Client; and
- f) to provide all other services contemplated in this Agreement or in the Specifications.

Client	Developer

2.02 Deadline for Providing the Services

As of the moment the Client has provided the Developer with the Information Elements, and subject to all additional services required by the Client after the signing of this Agreement, the Developer's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

3.00 CONSIDERATION

3.01 Price of the Services

In consideration for the Services, the Client shall pay to the Developer the price set forth in the Specifications, together with all applicable taxes.

3.02 Expenses Incurred

In addition to payment of the price of the Services, the Client shall reimburse the following to the Developer:

- a) all direct and indirect expenses incurred with respect to the performance of this Agreement;
- b) the taxes which are applicable to the said expenses and fees.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than ten percent (10%), the Developer shall obtain the Client's authorization prior to incurring same.

Upon request from the Client, the Developer shall provide the Client with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

3.03 Physical or Electronic Invoicing Address

The Developer shall send its invoices to the Client at the physical or electronic address set forth in the Specifications or at any other physical or electronic address indicated by the Client to the Developer after the signing of this Agreement.

3.04 Terms and Conditions of Payment

The price shall be payable by the Client to the Developer in accordance with the terms and conditions of payment set forth in the Specifications.

4.00 SPECIFIC PROVISIONS

4.01 Representatives of the Parties

Each of the Parties acknowledges that the person designated by it in the Specifications (or any other person replacing the designated person, pursuant to a notice to that effect given to the other Party) shall represent it and shall have full authority to take all steps, make all decisions and give all consents required with respect to the performance of this Agreement.

4.02 Electronic Communications

The Parties' representatives may communicate between themselves by electronic means, in which case, the following presumptions shall apply:

- the presence of an identification code in an electronic document shall be sufficient to identify the sender and to establish the authenticity of the said document;
- an electronic document containing an identification code shall constitute a written instrument signed by the sender; and
- an electronic document or any printed output of such document, when kept in accordance with usual business practices, shall be considered to be an original.

The Parties' representatives may also communicate between themselves by facsimile.

4.03 Obligations of the Client

The Client undertakes as follows in favour of the Developer:

- a) the Client shall provide the Developer with the Information Elements in the form and within the deadlines set forth in the Specifications;
- b) the Information Elements shall comply with all applicable laws and regulations, including, without limitation, the laws and regulations regarding intellectual property, advertising, publicity contests, consumer protection, protection of personal information and protection of minors;
- c) the fact that the Client is providing the Information Elements shall not result in a breach of any confidentiality or non-disclosure obligation and shall be such that the Developer shall be entitled to use same freely and without restriction within the scope of providing the Services;
- d) upon request from the Developer, the Client shall provide the Developer with evidence of the Client's Right, Title or Interest in and to the Intellectual Property comprised in any Information Element;
- e) the Client shall cooperate fully with the Developer and provide the Developer with all information required in order to ensure that the Services are provided in a proper and complete manner;
- f) as regards any Services which the Developer is required to provide elsewhere than at its place of

Client	Developer

- business, the Client shall provide the Developer with an appropriate and safe work space which is equipped with a telephone and Internet access;
- g) upon request from the Developer, the Client shall carry out the testing on the Web Site and all provide comments and suggestions allowing for the correction or improvement of the Web Site;
 - h) unless the Client has serious grounds for refusing its approval, upon request from the Developer, the Client shall give the Developer its approval of the work carried out at the end of each of the Web Site development phases set forth in the Specifications;
 - i) the Client shall provide the Developer with access to the Web Server (or to the appropriate part thereof), so as to enable the Developer to install the Web Site;
 - j) the Client shall provide the Developer with the particular Web Server specifications, namely those respecting the CGI scripts installation and operation and, if need be, get the appropriate authorization from the Web Server's owner for the installation of the said scripts, as required;
 - k) the Client shall be solely responsible for the content of the Web Site and any damage resulting from the use or display thereof;
 - l) the Client shall take up the defence of the Developer if the latter is impleaded in, or made a party to, any legal proceedings instituted by a third party and alleging a fault on the part of the Developer resulting from the presence, use or display of the Web Site or the information contained therein, and the Client shall indemnify the Developer and hold it harmless from and against the principal amount and interest of any monetary order which is issued, as well as from and against all judicial and extrajudicial costs incurred by the Developer as a result thereof;
 - m) the Client shall pay the price of the Developer's Services and the price of all additional services required by the Client after the signing of this Agreement, and it shall reimburse to the Developer all expenses incurred, the whole in accordance with the terms and conditions of payment set forth in the Specifications; and
 - n) the Client shall give notice forthwith to the Developer if the Client's representative, as indicated in the Specifications, is replaced during the performance of this Agreement.

4.04 Obligations of the Developer

The Developer undertakes as follows in favour of the Client:

- a) the Services shall be provided in a professional manner, in accordance with generally accepted industry practices, and based upon the Specifications;
- b) the Web Pages shall be coded:
 - in HTML or in any other language generally accepted by the industry;
 - in such a way that they may be accessed on the Internet:
 - using modems of 56,600 bauds or faster;
 - using the major commercial Web browsers, including their successive versions, listed in the Specifications (hereinafter collectively referred to as the "Web Browsers");
 - using monitors with capabilities listed in the Specifications or larger;
- c) no Web Page shall be so created as to allow the display, within a frame, of the content, in whole or in part, of one or several pages from another Web site, unless the Client provides the Developer with the written consent of the other Web site's owner;
- d) the words, expressions, references, special characters and graphic symbols recognized internationally as identifiers of intellectual property rights, as well as the owners thereof, shall be affixed in accordance with the Specifications;
- e) any Graphic Element:
 - shall be designed or converted, as the case may be, in JPG, GIF or in any other format generally accepted by the industry;
 - shall have a constant appearance (size and colour) independently from the hardware and software platforms, operating systems and Web Browsers that may be used on the Internet;
- f) any Software Component:
 - shall be programmed according to the rules generally accepted by the industry;
 - including CGI scripts shall be programmed in accordance with the Web Server specifications;
 - shall run as efficiently as possible, subject to the software and hardware limitations;
- g) the testing of the Web Site shall include a verification:
 - of the proper functioning of hypertext and e-mail links;
 - of the proper functioning of the Software Components;
 - of the downloading procedure as well as of the Web Site operation and appearance using the Web Browsers.
- h) the Developer shall ensure that its employees, suppliers, associates and subcontractors, if any, fully comply with the provisions of this Agreement, in particular those relating to intellectual property and confidentiality; and
- i) the Developer shall give notice forthwith to the Client if the Developer's representative, as indicated in the Specifications, is replaced during the performance of this Agreement.

Client	Developer

4.05 Intellectual Property

4.05.01 Definitions

For purposes of this Agreement:

- **"Intellectual Property Right, Title and Interest"** shall include, without limitation, any intellectual property right, title and interest, including any derivative right, moral right and personal right, in and to the following:
 - a) any work, invention, trademark, industrial design, integrated circuit topography, confidential information or trade secret, as the case may be;
 - b) any certificate which registers, grants or acknowledges ownership or interests in any of the intellectual rights in question; and
 - c) any request for the registration, granting or acknowledgement of ownership or interests in any of the intellectual property rights in question.

- **"Background Technology"**: shall include, without limitation, all programming tools, development tools, migration tools, conversion tools, data retrieval tools, Internet tools, multimedia tools, network tools, databases, operating systems, patches, processes, programs, subprograms, software, software portions, compilers, report generators, executables libraries, data, codes, documentation, notes, expertise and technological know-how.

4.05.02 Respect of Third Party Intellectual Property (By the Developer)

The content, including the Web Pages, text, Graphics Elements and Software Components, shall be entirely original and shall not infringe any third party Intellectual Property Right, Title or Interest. If all or part of the content have been designed, in whole or in part, by a third party, or if a third party has an Intellectual Property Right, Title or Interest in and to such content, the Developer shall obtain the appropriate rights allowing it, among others, to use the said content (or part thereof) and to assign the right to use and modify same to the Client, if applicable. If the Developer fails to abide by all or part of any of the obligations set forth hereinabove, it shall do the following:

- a) it shall indemnify the Client from and against any damages suffered by it;
- b) it shall take up the defence of the Client if the latter is impleaded in, or made a party to, any legal proceedings instituted by a third party and alleging the actual or threatened infringement or unlawful use of any Intellectual Property Right, Title or Interest, and the Developer shall indemnify the Client and hold it harmless from and against the principal amount and interest of any monetary order which is issued, as well as from and against all judicial and extrajudicial costs incurred by the Client as a result thereof; and
- c) it shall replace the content used unlawfully with completely original content or with content with respect whereto the Developer has an Intellectual Property Right, Title or Interest, which content shall have the same functions as the unlawful content, the whole forthwith and at the Developer's expense.

4.05.03 Respect of Third Party Intellectual Property (By the Client)

The Information Elements provided by the Client to the Developer shall be entirely original and shall not infringe any third party Intellectual Property Right, Title or Interest. If one or more of the said Information Elements have been designed, in whole or in part, by a third party, or if a third party has an Intellectual Property Right, Title or Interest in and to such Information Elements, the Client shall obtain the appropriate rights allowing it, among others, to use the said Information Elements (or part thereof). If the Client fails to abide by all or part of any of the obligations set forth hereinabove, it shall do the following:

- a) it shall indemnify the Developer from and against any damages suffered by it;
- b) it shall take up the defence of the Developer if the latter is impleaded in, or made a party to, any legal proceedings instituted by a third party and alleging the actual or threatened infringement or unlawful use of any Intellectual Property Right, Title or Interest, and the Client shall indemnify the Developer and hold it harmless from and against the principal amount and interest of any monetary order which is issued, as well as from and against all judicial and extrajudicial costs incurred by the Developer as a result thereof; and
- c) it shall remove the Information Elements used unlawfully or replace them with completely original Information Elements or with Information Elements with respect whereto the Client has an Intellectual Property Right, Title or Interest, the whole forthwith and at the Client's expense.

4.05.04 Information Elements Provided by the Client

Every Intellectual Property Right, Title and Interest in and to the Information Elements provided by the Client shall belong to it, subject to any third party Intellectual Property Right, Title or Interest. The Developer's use of the said Information Elements shall be limited to the design and development of the Web Site.

4.05.05 Domain Name

Every Intellectual Property Right, Title and Interest in and to the domain name shall belong to the Client, subject to any third party Intellectual Property Right, Title or Interest. The Developer's use of the said domain name shall be limited to the design and development of the Web Site.

4.05.06 Employees, Suppliers, Associates and Subcontractors of the Developer

Prior to the performance of this Agreement and at all relevant times thereafter, the Developer shall obtain

Client	Developer

from its employees, suppliers, associates and subcontractors assigned to the performance of this Agreement an assignment in its favour of all Intellectual Property Rights, Titles and Interests which they have, may have or may claim to have in and to all or part of the Web Site and Software Components, as well as a waiver of their moral rights in and to same.

In particular, but without limiting the generality of the foregoing, the Developer shall do the following:

- a) it shall cause the said employees, suppliers, associates and subcontractors to sign an assignment of rights, a waiver of moral rights and all other documents which are useful or necessary in order to confirm any such assignment of rights and waiver of moral rights; and
- b) upon request from the Client, it shall provide the Client with a copy of such documents.

4.05.07 Background Technology Developed by the Developer

All the Intellectual Property Rights, Titles and Interests in and to the Background Technology developed by the Developer before or during performance of this Agreement shall belong to, or become the exclusive property of, the Developer, as the case may be, subject to any third party Intellectual Property Right, Title or Interest.

4.05.08 Background Technology Developed by a Third party

If, within the scope of performance of this Agreement, the Developer uses Background Technology developed by a third party and resulting in the insertion of components into the Web Site, the Developer shall obtain from such third party all Intellectual Property Rights, Titles and Interests allowing the Developer to insert such components and to assign the right to use and modify same to the Client, whether by means of a licence or otherwise.

4.05.09 Web Site Elements

Subject to the following, all Intellectual Property Rights, Titles and Interests in and to the Web Site Elements developed by the Developer are and shall remain the Developer's exclusive property.

Assignment of Rights: Upon payment of the price of the Developer's Services and all additional services required after the signing of this Agreement, and upon reimbursement of the expenses incurred by it, the Developer shall assign to the Client all its Intellectual Property Rights, Titles and Interests in and to the Web Site Elements and it shall waive its moral rights in and to same. Therefore, the Client shall not acquire any Intellectual Property Right, Title or Interest prior to payment for the said Services and reimbursement of the said expenses.

4.05.10 Software Components

Subject to the following, all Intellectual Property Rights, Titles and Interests in and to the Software Components developed by the Developer are and shall remain the Developer's exclusive property.

Assignment of Rights: Upon payment of the price of the Developer's Services and all additional services required after the signing of this Agreement, and upon reimbursement of the expenses incurred by it, the Developer shall assign to the Client all its Intellectual Property Rights, Titles and Interests in and to the Software Components and it shall waive its moral rights in and to same. Therefore, the Client shall not acquire any Intellectual Property Right, Title or Interest prior to payment for the said Services and reimbursement of the said expenses.

4.05.11 Developer's Residual Rights

Notwithstanding any other provision hereof to the contrary and notwithstanding any assignment or grant of any Intellectual Property Right, Title or Interest in favour of the Client, the Developer shall retain the following rights, without being required to pay any compensation whatsoever to the Client:

- a) the right to keep, use and reuse certain modules or portions of code created or used within the scope of developing Web sites other than the Web Site contemplated herein and which do not compete with the said Web Site; and
- b) the right to keep, use and reuse the knowledge, techniques, processes, know-how, expertise, skills, ideas, talents and other elements acquired before or during the performance of this Agreement.

4.05.12 References to Intellectual Property Rights and Credits

References to intellectual property rights and credit for development of the Web Site by the Developer shall comply with the Specifications.

4.05.13 Protection of Intellectual Property Rights Vested in the Client

The Developer shall provide its reasonable assistance to the Client, at the latter's expense, as regards the Client's efforts to protect or assert any Intellectual Property Right, Title or Interest which the Client may acquire pursuant to this Agreement. In particular, but without limiting the generality of the foregoing, the Developer shall sign any document and provide any authorization or consent:

- a) which gives full effect to any grant, assignment or waiver of an Intellectual Property Right, Title or Interest in favour of the Client or any person designated by it; and

Client	Developer

b) which allows the Client or any person designated by it to obtain confirmation of such Intellectual Property Right, Title or Interest, in any country whatsoever.

4.06 Confidentiality and Non-Disclosure Undertaking

The Client acknowledges and agrees that the Developer may offer Web site development services to third parties who may be in competition with the Client. Consequently, the Client shall provide the Developer only with the Information Elements intended for the development of the Web Site. Therefore, the Client shall not provide the Developer with Information Elements which the Client considers to be confidential, secret or private. Moreover, the Client hereby releases the Developer from any obligation to maintain the secrecy or confidentiality of any Information Element provided by the Client to the Developer.

4.07 Exclusivity of the Developer's Services

During the term of this Agreement and for a further period of six (6) months following its termination, the Developer shall not program or participate in the development of Web sites for or on behalf of the Client's direct competitors operating specifically in the field of **[Insert Field Here]**

4.08 Exclusivity of the Functionalities of the Web Site

During the term of this Agreement and for a further period of six (6) months following its termination, the Developer shall not design or develop, or participate in the design or development of Web sites whose functionalities are similar to those of the Web Site contemplated in this Agreement.

4.09 Exclusivity of the Look and Feel of the Web Pages

During the term of this Agreement and for a further period of three (3) months following its termination, the Developer shall not design or develop, or participate in the design or development of Web sites whose look and feel are similar to those of the Web Site contemplated in this Agreement.

4.10 Reciprocal Undertaking Not to Solicit Personnel

During the term of this Agreement and for a further period of twelve (12) months following its termination, each of the Parties shall not, directly or indirectly, solicit, employ, hire or otherwise retain the services of any of the other Party's employees. If a Party fails to abide by this obligation, it shall immediately pay to the other Party, as a penalty, an amount equal to twelve (12) months of remuneration for the employee in question at the time of the default.

4.11 Useful Information

The Client acknowledges that, before the signing of this Agreement, the Developer has provided it with all useful information regarding the Services the Developer has undertaken to provide.

4.12 Performance Methods

Except as regards compliance with the Specifications, the Developer shall be free to choose the means of performing this Agreement, and there shall be no relationship of subordination between the Developer and the Client in respect of such performance.

4.13 Relationship Between the Parties

Given that the Parties are independent contractors, this Agreement shall be binding upon them only for the purposes set forth herein. Consequently, the provisions of this Agreement shall not, under any circumstances, be interpreted as creating any association or partnership between the Parties or as conferring any mandate from one Party to the other. Moreover, neither Party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with the provisions of this Agreement.

4.14 Subcontracting

Unless there is a provision to the contrary in this Agreement and provided the Developer has obtained the Client's prior consent, the Developer may employ any third party in order to perform this Agreement. Nonetheless, its performance shall remain under the Developer's supervision and responsibility.

4.15 Verification, Testing and Approval Process

Upon request from the Developer at the end of the each of the Web Site development phases set forth in the Specifications, the Client shall verify, review, test or otherwise evaluate the results of the Services rendered up to then by the Developer. In particular, the Client shall carry out testing on the Web Site. Within not more than ten (10) days after the Developer's request, the Client shall approve or refuse the work performed by the Developer. If the Client approves the work performed or fails to indicate its approval or refusal within the stipulated deadline, the work performed shall be deemed to have been approved and to have been performed in accordance with the Specifications, and the Developer may continue to perform its work, if applicable. If the Client refuses all or part of the work performed, it shall give written notice to the Developer within the specified deadline, which notice shall set forth any error, omission or failure to comply with the Specifications, or any other grounds for refusal, and shall provide all useful and detailed information necessary for a proper understanding of the problems raised by the Client. The Developer shall then have the same deadline as specified hereinabove within which to correct them problems raised and once again submit the results of its work to the Client. If the Developer disagrees with the Client regarding one or more of the problems raised in the refusal notice, it shall indicate its position in writing to the Client within not more than five (5) days

Client	Developer

following receipt of the aforementioned refusal notice.

4.16 Modifications Requested During the Course of the Agreement

If, during the performance of this Agreement and before final approval of the Services performed by the Developer, the Client requires any revisions, corrections, additions, substitutions or other modifications to the Specifications:

- a) so that the desired results will comply with the Information Elements originally provided by the Client;
- b) as a result of an error or omission on the part of the Developer; or
- c) which do not result in additional work for the Developer,

the said modification request shall not be considered to be a request for additional services and, therefore, shall not entail any additional costs for the Client. All such requests for modifications made by the Client shall be made in writing.

Any other request for modifications made by the Client shall be considered to be a request for additional services.

4.17 Additional Services

If the Client requires additional services, including ancillary or derivative Web development services, it shall first offer the Developer the opportunity to provide such services. If the Developer agrees to provide such services, the Parties shall sign a purchase order prepared on the basis of the additional services required, which purchase order shall be deemed to form an integral part of this Agreement.

All additional services shall be subject to the provisions of this Agreement, in particular those relating to intellectual property and confidentiality, with the appropriate modifications.

The nature and price of the additional services which are currently available are set forth in the Specifications. All additional services requiring work outside of regular business hours (Monday to Friday – except public holidays - from 9:00 a.m. to 5:00 p.m.) shall be billed at double the price ordinarily applicable to such services.

4.18 Web Site Maintenance and Update Services

The Developer shall maintain and update the Web Site in accordance with the Specifications. After payment in full for its Services, the Developer shall provide the Client with all modifications to the code and Software Components which arise from any such Web Site maintenance and updates. All Web Site maintenance and update services shall be subject to the provisions of this Agreement, in particular those relating to intellectual property, with the appropriate modifications.

4.19 Backup Copy of the Web Site

During the time period set forth in the Specifications, the Developer shall keep a backup copy of the Web Site in the event that an event of force majeure were to prevent the Client from using or continuing to use the Web Site.

4.20 Representations and Warranties of the Developer

The Developer represents and warrants as follows in favour of the Client:

- a) it has the capacity to bind itself pursuant to this Agreement, which capacity is not limited in any manner whatsoever by any undertaking whatsoever in favour of a third party;
- b) it has the expertise and experience required in order to perform and fulfil the obligations imposed upon it pursuant to this Agreement;
- c) it shall provide the services in an efficient and professional manner, in accordance with generally accepted industry practices and using the most up to date Background Technology and development tools;
- d) it shall comply with each and every one of the Specifications relating to the Services to be rendered by it;
- e) it shall respect all Intellectual Property Rights, Titles and Interests belonging to third parties in any development tool used by it and in any component designed by it with the help of such tool;
- f) it shall not use any third party confidential information or trade secret, unless it has received the third party's authorization;
- g) it shall be possible to integrate the Web Site, without any problem whatsoever, into the hardware and software environment set forth in the Specifications;
- h) at the time of its installation, the Web Site shall be free of all known viruses;
- i) the Web Site shall operate properly and in accordance with the Specifications, subject to any minor corrections which may be required from time to time;
- j) the Web Site shall comply with all applicable laws, regulations, treaties and restrictions, in particular those relating to the export of certain software products;
- k) the Client shall have a good and valid Intellectual Property Right, Title or Interest in and to the Web Site and all Software Components thereof, as provided for in this Agreement; and
- l) neither the Web Site nor any of its Software Components shall infringe any third party Intellectual Property Right, Title or Interest.

4.21 Training Provided by the Developer

Client	Developer

The Developer shall provide the Client or the persons designated by it with effective and professional training in accordance with the Specifications.

4.22 Technical Support Provided by the Developer

During the period set forth in the Specifications, the Developer shall provide technical support with respect to the Web Site, at no cost to the Client. In particular, but without limiting the generality of the foregoing, the Developer shall, within a reasonable deadline, correct any problem or defect affecting the following:

- the Web Site, or its proper operation;
- the proper operation of the operating system, other software, or hardware or software peripherals, when such problem or defect is due to the Web Site.

4.23 Limitation of Warranty

Unless otherwise provided for in this Agreement, the Developer shall not provide the Client with any express or implied warranty with respect to the following:

- the Web Server, its operation, its hardware and software components including its access through the Internet;
- the consequences which result or may result from the use and display of the Web Site, whether such consequences are actual or threatened, financial or not, or positive or not.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED WITH RESPECT TO THE OBJECT OF THIS AGREEMENT, AND THEY CONSTITUTE A LIMITED WARRANTY. THE CLIENT EXPRESSLY WAIVES ALL OTHER EXPRESS OR LEGAL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL LEGAL WARRANTIES REGARDING LATENT DEFECTS, EVICTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, AND IT IS POSSIBLE THAT ONE OR MORE OF THE AFOREMENTIONED EXCLUSIONS OR LIMITATIONS WILL NOT APPLY. IT IS ALSO POSSIBLE THAT THE CLIENT MAY HAVE OTHER WARRANTY RIGHTS, WHICH RIGHTS MAY VARY FROM ONE PLACE TO ANOTHER. UNDER NO CIRCUMSTANCES WILL THE VALUE OF THE WARRANTY EXCEED THE VALUE OF THE SERVICES RENDERED TO THE CLIENT AND PAID FOR BY IT. THE CLIENT EXPRESSLY WAIVES THE RIGHT TO MAKE ANY WARRANTY CLAIM EXCEEDING THE SAID LIMIT.

4.24 Limitation of Liability

Except in the event of gross negligence on the part of the Developer, the Developer shall not be liable towards the Client for any fault or any direct or indirect damage resulting therefrom, and the Client shall indemnify the Developer and hold it harmless from and against all claims, including all claims under a warranty, in any of the following cases:

- modifications made to the Web Site or its Software Components by a person other than the Developer or a person reporting to the Developer;
- hardware or software modifications or additions made to the Web server which affect the proper operation of the Web Site;
- the introduction of a computer virus into the Web server or the Web Site, which affects the proper operation of the Web Site;
- the migration of the Web Site to a different hardware or software environment;
- appropriation, modification, loss or destruction, illegal or unauthorized, in whole or in part, of files, Software Components or Graphic Elements;
- loss or destruction of the Web Site traffic statistics;
- the loss of business opportunities or income relating to the operation or failure to operate or to the use or failure to use the Web Site or to the information found or that could be found therein;
- unlawful or unauthorized third party hacking into the Web server or the Web Site;
- temporary bandwidth congestion; and
- interruption of Internet connection beyond the Developer's control.

UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL THE DEVELOPER (INCLUDING, IF APPLICABLE, ITS SUBSIDIARIES AND PARENT COMPANY, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EXECUTIVES, EMPLOYEES, ASSOCIATES AND PROGRAMMERS) BE HELD LIABLE TOWARDS THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS (RESULTING FROM A CONTRACTUAL OR EXTRA-CONTRACTUAL FAULT OR FROM NEGLIGENCE), EVEN IF THE DEVELOPER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, AND IT IS POSSIBLE THAT ONE OR MORE OF THE AFOREMENTIONED EXCLUSIONS OR LIMITATIONS WILL NOT APPLY. IT IS ALSO POSSIBLE THAT THE CLIENT MAY HAVE OTHER RIGHTS, WHICH RIGHTS MAY VARY FROM ONE PLACE TO ANOTHER. UNDER NO CIRCUMSTANCES WILL THE DEVELOPER'S TOTAL LIABILITY TOWARDS THE CLIENT EXCEED THE VALUE OF THE SERVICES RENDERED TO THE CLIENT AND PAID FOR BY IT. THE CLIENT

Client	Developer

EXPRESSLY RELEASES THE SUBCONTRACTOR FROM ANY LIABILITY EXCEEDING THE SAID LIMIT.

4.25 Security Deposit

Upon the signing of this Agreement, the Client shall pay to the Developer the security deposit set forth in the Specifications.

4.26 Interest

All amounts owed by the Client to the Developer pursuant to this Agreement shall bear interest at a rate of four percent (4%) per annum over the base rate from time to time quoted by Lloyds Bank Plc as of their due date.

4.27 Change of Tax Rates or New Taxes

If the rate of any applicable tax is changed or if a new tax is added during the performance of this Agreement, any such new rate or new tax shall be applicable, and the total price shall be adjusted accordingly.

4.28 Collection Costs

If, as a result of the Client's failure to make a payment, it becomes necessary to refer the overdue invoice or invoices to a collection agency or an attorney, the Client shall pay to the Developer, in addition to the amount owed, collection costs equal to twenty five percent (25%) of the principal amount and interest owed.

4.29 Suspension of Services in the Event of Failure to Pay

If, after the Developer has sent a demand for payment, the Client refuses, without right, to pay the Developer the amounts payable or reimbursable pursuant to this Agreement in accordance with the terms and conditions of payment set forth in the Specifications, the Developer may suspend performance of the Services in question, without further notice or delay, the whole without prejudice to any of the Developer's other rights pursuant to this Agreement.

4.30 Termination of the Agreement (by the Client)

The Client may terminate this Agreement at any time, upon giving a notice to the Developer. However, the Client shall remain liable for the following:

- a) payment of the price of the Services rendered;
- b) payment of the price of the additional services rendered; and
- c) reimbursement of the expenses incurred; without any reduction or deduction whatsoever.

Moreover, if the Developer has fulfilled its obligations pursuant to this Agreement up to the date of termination thereof, the Client shall pay to the Developer, for loss of expected profits, an amount equal to fifty percent (50%) of the balance of the price of the Agreement.

4.31 Termination of the Agreement (by the Developer)

If, after the Developer has sent a demand to the Client, the Client does not abide by any one of its obligations pursuant to this Agreement, the Developer may terminate this Agreement. In such a case, the Developer shall be required only to reimburse to the Client the amount of the advances (or any balance thereof) or excess amounts received, the whole without prejudice to any of the Developer's rights and recourses against the Client.

4.32 No Intermediary

The Parties declare that they have not retained the services of any intermediary (e.g. agent, broker or other) with respect to the negotiation, preparation or entering into of this Agreement.

4.33 Professional Fees Relating to this Agreement

All professional fees (e.g. legal, accounting and other) relating to the negotiation, preparation and entering into of this Agreement which have been incurred at the request of a Party for its own benefit shall be borne by the said Party.

5.00 GENERAL PROVISIONS

Unless otherwise stated in this Agreement, the following provisions shall apply.

5.01 "Force Majeure"

Neither Party shall be considered to be in default pursuant to this Agreement if the fulfilment of all or part of its obligations is delayed or prevented due to "force majeure". "Force majeure" is an external unforeseeable and irresistible event, making it absolutely impossible to fulfil an obligation.

5.02 Severability

If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this

Client	Developer

Agreement.

5.03 Notices

Any notice intended for either Party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such Party's address as set forth in this Agreement, or to any other address which the Party in question may have indicated in writing to the other Party. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.

5.04 Headings

The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof.

5.05 Schedules

The Schedules to this Agreement shall be deemed to form an integral part hereof if they have been duly initialled by all the Parties.

5.06 No Waiver

Under no circumstances shall the failure, negligence or tardiness of a Party as regards the exercise of a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse.

5.07 Cumulative Rights

All rights set forth in this Agreement shall be cumulative and not alternative. The waiver of a right shall not be interpreted as the waiver of any other right.

5.08 Entire Agreement

This Agreement constitutes the entire understanding between the Parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.

5.09 Amendments

This Agreement shall not be amended or modified except by another written document duly signed by all the Parties.

5.10 Number and Gender

Where appropriate, the singular number set forth in this Agreement shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

5.11 No Right to Transfer

Neither of the Parties may, in any manner whatsoever, assign, transfer or convey its rights in this Agreement to any third party, without the prior written consent of the other Party.

5.12 Calculating Time Periods

In calculating any time periods under this Agreement:

- a) the first day of the period shall not be taken into account, but the last one shall;
- b) the non-juridical days, i.e. Saturdays, Sundays and public holidays, shall be taken into account; and
- c) whenever the last day is a non-juridical day, the period shall be extended to the next juridical day.

5.13 Currency

The currency used for purposes of this Agreement shall be Pounds Sterling.

5.14 Governing Law

This Agreement shall be construed and enforced in accordance with the laws in force in the United Kingdom.

5.15 Counterparts

Each counterpart of this Agreement shall be considered to be an original when duly initialled and signed by all the Parties, it being understood, however, that all of these counterparts shall constitute one and the same Agreement.

5.16 Successors

This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assigns.

5.17 Joint and Several Liability

Whenever one of the Parties is constituted of two or more persons, these persons shall be jointly and severally liable towards the other Party.

5.18 Elapsed Time

Client	Developer

Whenever one of the Parties fails to fulfil an obligation under this Agreement within a stipulated deadline, the mere lapse of time shall constitute a formal notice of default to the said Party.

6.00 EFFECTIVE DATE

This Agreement shall become effective as of [Insert Date Here].

7.00 TERMINATION

This Agreement shall terminate in any of the following circumstances:

- a) when all the Parties' obligations have been fulfilled;
- b) upon the written consent of the Parties;
- c) in case of termination, as provided for in this Agreement;
- d) if a Party fails to fulfil any of its obligations hereunder and does not remedy the default within a period of twenty (20) days following receipt by the said defaulting Party of a formal notice asking it to remedy the default or within such shorter delay as is provided for in this Agreement; or
- e) if either Party becomes bankrupt or insolvent, or ceases to carry on business.

Nonetheless, termination of this Agreement shall not affect the rights or obligations of the Parties with respect to confidentiality, intellectual property, limitation of warranty or limitation of liability, which rights and obligations shall survive the termination of this Agreement.

8.00 ACKNOWLEDGEMENT BY THE PARTIES

THE PARTIES HEREBY ACKNOWLEDGE AS FOLLOWS:

- A) DUE NEGOTIATIONS TOOK PLACE BETWEEN THEM PRIOR TO THE DRAFTING OF THIS AGREEMENT;
- B) THIS AGREEMENT TRULY AND COMPLETELY DEFINES THE UNDERSTANDING REACHED BETWEEN THEM;
- C) EACH AND EVERY ONE OF THE PROVISIONS OF THIS AGREEMENT IS LEGIBLE;
- D) THEY DID NOT ENCOUNTER ANY DIFFICULTIES IN UNDERSTANDING THE PROVISIONS OF THIS AGREEMENT;
- E) BEFORE SIGNING THIS AGREEMENT, EACH PARTY HAD THE OPPORTUNITY TO CONSULT A LEGAL ADVISER; AND
- F) EACH PARTY OBTAINED A COPY OF THIS AGREEMENT IMMEDIATELY AFTER IT WAS SIGNED BY ALL THE PARTIES.

**SIGNED IN TWO (2) COUNTERPARTS,
ON THE [Insert Day of Month Here] DAY OF [Insert Month and Year Here]**

THE CLIENT

Signature: _____ Print Name: _____ Date: _____

THE DEVELOPER

Signature: _____ Print Name: _____ Date: _____

Client	Developer