

WEBSITE DESIGN CONTRACT

Contract Number. _____

This is a Computer The Consultant Services Agreement ("Agreement") between _____ referred to in this Agreement as "The Client", and UKBIZONLINE Ltd, referred to in this Agreement as "The Consultant". The Client and The Consultant are collectively referred to in this Agreement as the "Parties".

WHEREAS, The Consultant has the experience and technical expertise in the development of Websites.

WHEREAS, The Client has approached The Consultant and expressed desire for The Consultant to develop a Website for The Client.

WHEREAS, The Consultant has agreed to develop and design the Client's Website on the terms and conditions set forth herein.

NOW THEREFORE, Parties, in consideration of the mutual convenience set forth in this Agreement, agree as follows:

1. Services. The Client authorizes the following services ("Service") to be performed by The Consultant:

a. Design. The design of a Website based on information and data supplied by The Client to design and draft a Website suitable to be placed by The Consultant on the Internet.

b. Hosting. The Consultant will provide assistance in selecting and registering with a suitable Website hosting provider, but makes no representation or warranty concerning the Provider. The Client is solely responsible for all costs, including activation or monthly fees for the Website hosting. The Consultant makes no representations or warranties concerning the potential "downtime" or interruptions of service of the computers maintained by the Provider.

c. Domain Name. The Client will have ownership of the domain name. The Consultant will register the domain name for The Client in The Client's name with an industry-appropriate registrar.

d. Search Engine Registration. The Consultant agrees to take reasonable steps to register The Client's Website with Internet Search Engines and assist in obtaining links to the Website from other Websites.

e. Specifications. The Consultant agrees to develop and design the Website according to the terms for payment set forth herein. The Consultant further agrees to

develop the Website pursuant to the specifications set forth in Exhibit A attached hereto and incorporated herein ("Specifications").

f. Third-Party Services – Method and Responsibility for Payment. The Consultant agrees to hire the above-identified third-party services, and any others necessary for the performance of the work provided herein on behalf of The Client. The Client is responsible to any and all third parties for payment to same for their respective services. Towards that end, The Consultant will obtain said services on The Client's behalf. The Client shall provide to The Consultant its credit card information, including provider name, account number and expiration, and any other information required by the third party for payment to the third party. The Client shall indemnify and otherwise hold The Consultant harmless from any liability or fees caused by any such third-party service providers.

2. Consultation Services. The Consultant agrees to act as The Consultant and to advise The Client with respect to the development of the Service. The Parties agree that any written or oral consultation provided by The Consultant is advisory, involving The Consultant's judgment based on education and experience, and that there is no guarantee of any particular result from the consultation.

3. Independent Contractor Status. The Client and The Consultant agree that The Consultant shall act as an independent contractor. The Consultant is not to be deemed an employee of The Client. The Client retains the right to exercise final judgment with respect to the ultimate development of the Service and has responsibility for such development, although the details of the Service shall be within the discretion of The Consultant.

4. Materials. Except for services that must be performed on or with The Client's computers or service, The Consultant shall provide data and information used in performing the Service described in this Agreement. The Client is responsible for supplying any textual materials to The Consultant to be included on the Website. Text is to be submitted electronically and in editable format such as ASCII text or Word™. The Client shall provide content for the Website, such as in the form of information, images and text within fifteen (15) days of The Consultant's request and all such content to be provided within thirty (30) days of The Consultant's request. In the event The Client does not provide content as identified above, The Consultant will nevertheless continue with its Website development to its completion. The Client shall not withhold Website design approval because of the lack of its own provision of content.

5.a. Compensation. _____, according to the terms specified in Exhibit B attached hereto and incorporated herein ("Schedule"). Billing shall be by invoice as specified in Exhibit B hereto. The Client agrees to make payment on each invoice and payments are due upon receipt. The failure of The Client to make payment on any invoice within thirty (30) days after its receipt by The Client shall be cause for The Consultant to terminate this Agreement. Any changes to the specifications that result in

extra time incurred above and beyond the original specifications will be billed at an additional hourly rate of £20/hour.

5.b. Interest. The Client agrees to pay The Consultant's fee and all expenses within thirty (30) days of invoice. All unpaid balances shall accrue interest at the rate of 1.5% per month until fully paid.

5.c. Cap on Design Iterations without Additional Charge. The Consultant will provide no more than two (2) design iterations of the Website and one (1) additional iteration of a Website design provided by The Client within the fee terms specified in Exhibit A hereto. The Parties agree that any additional designs or design iterations requested by The Client will be performed at an additional charge to The Client at an hourly rate of £20/hour. Modifications of a previously designed iteration requested by The Client will not be subject to any additional charge. The Parties understand that a modification of such existing design or design iteration is not a new iteration in itself.

5.d. Recurring Fees. After the first 12 months from initial date of domain registration, The Client agrees to pay The Consultant the fee of £10/month for continued hosting of the Low Budget/business startup package, or £30/month for the E-commerce/local business package. Alternatively, a Direct Debited fee of £90 can be paid for the Low Budget package, or £300 for the E-commerce package. These fees are based on third-party service provider charges in effect at the execution of the Agreement. The Client agrees that changes in third-party service provider fees will be passed on to the The Client.

6. Expenses. The Client shall additionally reimburse The Consultant for expenses that are reasonably incurred by The Consultant in the performance of this Agreement upon The Consultant's presentment of invoices for same.

7.a. Confidentiality – The Client's Information. The Consultant agrees that all confidential information ("Confidential Information") communicated to The Consultant with respect to the Service, including any Confidential Information gained by The Consultant or its representatives by reason of association or employment with The Client or its associates is confidential. The Client shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this paragraph. The Consultant promises and agrees that The Consultant shall not disclose any Confidential Information to any other person unless specifically authorized in writing by The Client to do so, except to the extent disclosure is required by subpoena or an Order from a court of competent jurisdiction. The Consultant shall use its best efforts to prevent inadvertent disclosure of any Confidential Information to any third party. The Client agrees that The Consultant may utilize the Website in its promotional materials and brochures, and may but is not required to include a link to The Client's page in The Consultant's Website or in any other page designed by The Consultant.

7.b. Confidentiality – The Consultant's Trade Secrets. The Client hereby agrees that all documents, specifications and all other information, of whatever kind or

nature, that are related to the development of the Website herein (the "Confidential Information") are trade secrets of and having significant value to The Consultant and which therefore are the intellectual property of The Consultant. The Client shall not, at any time during or after the term of this agreement, without The Consultant's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Not included in the definition of "Confidential Information" is any information that can be observed by the public on the Website when each page of the subject Website is accessed.

8. The Consultant's Logo/Copyright Information. The Client hereby agrees that The Consultant may place a link consisting of The Consultant's logo and copyright information, if any, on each and every page of the subject Website.

9. Ownership of Work Product. The Consultant shall hold all right, title and interest in and to the Website, specifically including by way of illustration but without limitation the following:

9.a. All text, graphics, animation, audio components, photographs and digital components of the Website (the "Content") not provided by The Client,

9.b. All interfaces, navigational devices, menus, menu structure or arrangements, icons, help and other operational instructions and all of the components of any source or object computer code that comprises the Website,

9.c. All expressions of ideas, whether literal or non-literal, that operate, cause, create, direct, manipulate, access or otherwise affect the Content, and

9.d. All other intellectual property of The Consultant, including but not limited to all copyrights, patents or trade secrets, or any component thereof.

The Client shall refrain from any infringement of any kind or any other action that would in any way compromise The Consultant's ownership in the Website, as described hereinabove.

Notwithstanding, The Consultant, upon final payment by The Client, grants a license to The Client to use the Website. However, The Consultant does not grant a license to The Client to duplicate anything provided by The Consultant for The Client in the development or design of the subject Website.

Notwithstanding the above, The Client shall retain all right, title and interest in and to all of its intellectual property rights in any text, images or other components it provided to The Consultant for use in the development of the subject Website.

10.a. The Client Indemnification. The Client shall indemnify and otherwise hold The Consultant harmless from any and all claims brought by any third party against The Consultant relating to any part of the subject Website, and shall indemnify The

Consultant from any losses, including but not limited to solicitor's fees and all other costs related to such third-party claim whether or not in litigation that arises out of injury to said third party caused by any product, service, and/or materials supplied to The Consultant by The Client for inclusion in the development of the subject Website. The Client hereby warrants that everything it supplies to The Consultant for inclusion in the subject Website is legally owned or licensed to The Client and is not the subject of any infringement on the intellectual property rights of any third party.

10.b. The Consultant's Warranty and Indemnification. The Consultant warrants that any materials provided by The Consultant for use by The Client pursuant to this Agreement shall not contain any proprietary material owned by any other party for which that other party has not given license to The Consultant for use of same that is protected under Copyright Act or any other similar law. The Consultant shall be solely responsible for ensuring that any materials provided by The Consultant pursuant to this Agreement satisfy this requirement and The Consultant agrees to hold The Client harmless from all liability or loss to which The Client is exposed as a result of The Consultant's failure to perform this duty.

11. Termination of Contract. This Contract shall not be terminated by either party prior to the completion of the Service by The Consultant for the project identified in this Agreement; it being the intention of the Parties that this Agreement shall remain in full force and effect until the completion of said Service.

12. Assignment of Contract. Neither of the Parties may assign this Agreement or any rights under the Agreement without the prior written consent of the other party.

13. Limited Warranty and Limitation on Damages. The Consultant's sole warranty to The Client is that the subject Website will conform to the Specifications enumerated in Exhibit A attached hereto and The Client hereby acknowledges same. The Consultant shall correct any deviations from the Specifications on the Website without unreasonable delay at its sole expense without cost to The Client in order to conform the Website to the Specifications. The Client further acknowledges that The Consultant does not warrant that the Website will work on all platforms. The Client further acknowledges that The Consultant does not warrant the results obtained by The Client as a result of the Website. The Client hereby agrees that its sole and exclusive remedy for damages, if any (either in contract or tort), is the return of all monies paid to The Consultant as set forth herein.

14. Waiver. The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

15. Entire Agreement. This Agreement is the completed and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and

cancels all previous written and oral agreements and communications between the Parties relating to The Consultant's Service that is the subject matter of this Agreement.

16. Notices. Any notice required or permitted by this Agreement shall be deemed to have been completed if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid to the other party.

17.a. Notices to The Client shall be sent by first class mail and electronically via email.

17.b. Notices to The Consultant shall be sent by first class mail to the address supplied by The Consultant, or via email to support@ukbizonline.biz

18. Solicitor's Fees. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable solicitor fees in addition to any other cost and/or relief to which that party may be entitled.

19. Severability. If any court of competent jurisdiction determines that any part of this Agreement is invalid or unenforceable, that determination shall not impair or nullify the remainder of this Agreement.

20. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

21. Force Majeure. If performance by The Consultant of any of its obligation under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by failure of computer equipment, including loss of data, or by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, that party shall be excused from such performance for the same amount of time as such occurrence shall have lasted OR for such period of time as is reasonably necessary after such occurrence abates for the effect thereof to have dissipated.

EXHIBIT A
SPECIFICATIONS

A.1. Purpose of Website. The purpose of the Website is _____.

A.2. Services. The Consultant will provide the following services to design the Website:

- _____
- _____
- _____
- _____

A.3. Exclusions. This Agreement does not include:

- _____
- _____
- _____
- _____

A.4. Site Map. The Website will be developed in accordance with the following site map. The Client acknowledges that the site map may change during the development of the Website.

- _____
- _____
- _____
- _____

A.5. Conditions. The following conditions apply to the development of the Website.

- _____
- _____
- _____
- _____

EXHIBIT B

SCHEDULE

B.1. This schedule defines the major tasks to be completed during the life of the project. Individual tasks may be added, deleted or moved as required to meet the demands of the design. The elapsed times are estimates and may vary depending on workload, changes, The Client submissions, and third-party service providers.

Phase 1

- _____
- _____

Phase 2 (_____ days)

- _____
- _____

Phase 3 (_____ days)

- _____
- _____

Phase 4 (_____ days)

- _____
- _____