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<<Company>> WEB SITE DEVELOPMENT AGREEMENT (the "Agreement")

THIS AGREEMENT is made this <<CurrentDay>> day of
<<CurrentMonth>>, <<CurrentYear>>,

Between

"<<Company>>"

(hereinafter referred to as the "Developers")

and

"<<CustCompany>>"

(hereinafter referred to as the "Customer").

Recitals

WHEREAS, the Developers have experience and expertise in the development of web sites;

AND WHEREAS, the Customer agrees to have the Developers develop a web site for it;

AND WHEREAS, the Developers agrees to develop the Customer's web site on the terms and conditions set forth herein (the "Web Site").

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set out the parties agree as follows:

1. Interpretation.

1.1 Definitions.

Customer Initials _____ Developers Initials _____

As used herein, the following terms shall have the following meanings;

- a) *"Customer"* shall mean "<<CustCompany>>"
- b) *"Developers"* shall mean "<<Company>>"
- c) *"Material"* shall mean all of the Developers' and third parties' material described in Schedule C.
- d) *"Specifications"* shall mean for the purpose of each separate contract the specifications as set out and agreed to by the parties, and any amendments thereto, as attached hereto as Schedule B.
- e) *"Web Site"* shall mean the web site developed according to the Specifications.
- f) *"Web Site Milestone"* shall mean a milestone in the development of the Web Site as set out in the Specifications and Payment Terms.

1.2 Schedules.

The following are the Schedules attached hereto and are incorporated by reference into this agreement:

Schedule A - Payment Terms and other conditions for the development of the Web Site.

Schedule B - Specifications that are applicable to the Web Site.

Schedule C - List of material owned by Developer and third parties.

Schedule D - Addresses specified for the parties to this Agreement.

1.3 Invalidity of Provisions.

Save and except for any provisions or covenants contained herein which are fundamental to the subject matter of this Agreement (including without limitation, those that relate to the payment of monies), the invalidity or unenforceability of any provision or covenant hereof or herein contained shall not affect the validity or enforceability of any other

provision or covenant hereof or herein contained and any invalid provision or covenant will be deemed to be severable.

1.4 Headings.

The insertion of headings is included solely for convenience and reference and is not intended to affect the construction or interpretation of this Agreement nor are the headings intended to be full or accurate descriptions of the contents hereof.

1.5 Dollars.

All amounts referenced herein shall mean currency of Canada.

2. Term.

Except for the obligations of the parties that shall survive completion of the development work of the Web Site by the Developers, unless terminated earlier in accordance with the termination and default provisions in the Agreement, the term of this Agreement shall be for the duration of the works to be completed as referenced herein and the Web Site is delivered to the Customer for its use. Agreement changes must be approved by both parties in writing and will be considered addendums to the Agreement. The Agreement shall be deemed terminated when an Acceptance form is signed by both parties.

3. Compensation - Contract Price.

3.1 Upon the execution of this Agreement the Customer agrees that it shall pay to the Developers the agreed upon sum of <<Insert Total Payment Amount>> in cash, bank draft, certified funds, or credit card payment, as applicable, which is agreed and understood to be non-refundable in the event of termination or cancellation of this Agreement, consideration referred to in this section is for the Developers' initial development, proposal and other preparatory works which is agreed to by the parties as necessary to this Agreement, of which said amount upon completion of the Web Site, shall represent a partial payment towards the total contract amount.

3.2 Upon the Developers completing each Web Site Milestone, the

Customer Initials _____ Developers Initials _____

Customer shall pay to the Developers such amount representing a percentage of the total contract price, as specified in Schedule A, and thereafter in the same percentage at each Milestone as set out in the Schedule A to this Agreement.

3.3 In the event that the Customer fails to make any of the scheduled Web Site Milestone payments by the deadlines set forth in Schedule A, the Developers reserve the sole and exclusive right, but are not obligated, to retain all monies paid to date without refund, and all Materials related to the development of the Web Site, notwithstanding the Web Site has not been completed and to pursue any and all legal and other remedies at its disposal, including, but not limited to the following:

- a) to terminate the Agreement and retain all monies paid to date,
- b) to pull, disable, disassemble, block, or otherwise make unusable the Web Site and associated links, without notice to the Customer and to retain full and complete ownership thereof,
- c) to transfer the Web Site contents to another Customer for valuable consideration,
- d) to commence legal action for damages and/or injunctive relief, and all legal costs, on a solicitor and customer basis, and
- e) to charge the Customer interest at a rate of 2% per month or 26.8% per year on amounts outstanding.

4. Terms and Conditions.

4.1 Development of Web Site.

The Developers agree to develop the Web Site according to the terms listed in Schedule A, attached hereto.

4.2 Specifications.

The Developers agree to develop the Web Site pursuant to the specifications set forth in Schedule B attached hereto (the "Specifications").

Customer Initials _____ Developers Initials _____

4.3 Delivery of Web Site.

The Developers will use commercially reasonable efforts and reasonable diligence in the development of the Web Site and endeavor to deliver to the Customer a Web Site in accordance with the Specifications by <<DeliveryDate>>. Notwithstanding the aforesaid delivery date, the Customer acknowledges and agrees, that this delivery deadline, and the corresponding progress payments thereto as listed in Schedule A, are estimates, and are not "time of the essence" required delivery dates. Where commercially reasonable, the Customer and the Developers will revise delivery schedules, acknowledged by the parties in writing.

4.4 Proprietary Ownership Rights.

The Customer shall retain all of its intellectual property rights in any text, images or other components it provides to the Developers for use in the Web Site. The Customer shall hold the copyright for the agreed upon version of the Web Site as delivered, and the Customer's copyright notice may be displayed in the completed Web Site, upon receipt of payment by the Developers of all amounts due and owing to the Developers under this Agreement.

The Developers retain exclusive rights to all Material provided by the Developers used in the Customer's Web Site. Customer does not have, and will not obtain any right to reuse, copy, resell or otherwise transfer any Material.

4.5 Confidentiality.

Without limiting the above, the Customer and the Developers acknowledge and agree that the Specifications and all other documents and information related to the development of the Web Site provided by the Developers (the "Confidential Information") are

DEMO CONTRACT

Customer Initials _____ Developers Initials _____

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Customer Initials _____ Developers Initials _____

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