

AGREEMENT ON DESIGN

The undersigned:

1. [____], a company incorporated in accordance with the laws of [____], registered and having its place of business at [____], The Netherlands, hereinafter to be referred to as "[____]", in this matter duly represented by its managing director [____];

and

2. [____], a company incorporated in accordance with the laws of the Netherlands, registered and having its place of business at [____], The Netherlands, hereinafter to be referred to as "[____]", in this matter duly represented by its managing director [____];

Both parties hereinafter referred to as "Parties" and each of them as "Party";

Whereas:

- [____] is inter alia involved in the development, marketing, production and sales of websites for various purposes;
- [____] have made an (oral) arrangement on the purchase of the design, construction and production of a website;
- [____] has declared to have the know-how for the design, engineering and sale of said Website and [____] is interested in, in conformity with the specifications and provisions laid down in this agreement, and willing to purchase this website;
- The Parties hereto wish to lay down in writing their legal relationship resulting from the implementation of their intentions as described below;

Have agreed as follows:

1 Definitions

- 1.1 For the purpose of this Agreement, the following terms shall have the meaning as defined below:

Construction: the construction of the Website, existing of mainly parts in accordance with the Specifications;

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Design: all work, activities, services, co-ordination, supervision, supplies to be performed and delivered by [_____] hereunder in respect of the proper and timely engineering, design, and functioning of the Website;

Website: the website as designed by [_____] based upon the Documentation provided by [_____]

Specifications: the description of the technical criteria, standards, specifications of the Website.

- 1.2 The definitions hereof shall apply to the singular or plural of the terms described in Article 1.1 and have the same meaning, when used as plural or singular in this Agreement. Except where the contents clearly requires otherwise, the terms described in Article 1.1 shall have the meaning set forth herein.

2 Subject

- 2.1 The Parties hereto enter into an agreement under which [_____] shall perform the Design and production of the Website on an exclusive basis. The Construction and production of the Website shall be in accordance with the Specifications, and the provisions of this Agreement.
- 2.2 [_____] is entitled to hire or involve third parties so designated by her, in the execution of its activities to perform hereunder. [_____] shall consult [_____] on the choice of third parties made by [_____].
- 2.4 The preamble shall form an integral part of this Agreement.

3 Design

- 3.1 [_____] shall together with [_____] perform all activities in accordance with the procedures set forth herein in order to have the Website produced. The procedure shall in any case consist of the following milestones:
- a. the determination of the Specifications by [_____] and [_____];
 - b. the description of the Design and Construction by [_____];
 - c. the approval of the Documentation and the Design by [_____];
- 3.2 Amendment of the Specifications shall only take place after prior consultation and consent of both Parties.

4 Results/ Intellectual Property Rights

- 4.1 The intellectual or industrial property rights are vested in [_____] ("Customer's Proprietary Rights").
- 4.2 [_____] and [_____] shall be free to use the Results for its own purposes. It is explicitly understood that Customer's Proprietary Rights do not include industrial and intellectual property rights used in the Website that belong to third parties under this Agreement.
- 4.3 [_____] shall have no liability for any claim and the resulting damages, liabilities, costs and expenses hereof in case the (alleged) infringement results from i) modifications made to the Website by or on request of [_____] , or third parties by others than [_____] or so designated by [_____].

5 Price and Payment

- 5.1 The price for the sale and purchase and the delivery of the Website to be delivered to [_____] , will be agreed upon between both Parties.
- 5.2 As compensation for the Design and Construction and the costs related to the Website, to be performed by [_____] , [_____] shall pay the price and costs
- 5.3 The amount as laid down in article 5.1, is based on the performance of services related to the Design Construction for at least [__] hours per month by 1 person.
- 5.4 All amounts mentioned in the Agreement shall be exclusive V.A.T. payment of the sum and shall be effected at the end of each month by receipt of an invoice sent by [_____]. Unless agreed otherwise, the prices given by [_____] shall be exclusive of costs for [_____] , but shall be inclusive of [_____].
- 5.5 Payment by made in advance/ or [_____] will be thirty (30) days net following the date of invoice which is equal to the date of acceptance or any other later date indicated by [_____].
- 5.6 [_____] shall also have the right to implement an appropriate price increase if, after the Agreement has been concluded, changes take place to ancillary materials,

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wages, salaries, cargo or public taxes or levies or cost-increasing government measures.

6 Transfer of Risk and Title

- 6.1 Delivery periods shall apply to the point in time from dispatch ex factory. A suitable extension of the time-limit shall be provided for if the activities arising from the Agreement are delayed due to unforeseen events or due to events or delays for which [_____] cannot be held responsible, either in its factory, at a supplier, a transport company or at another location.
- 6.2 [_____] must make known in writing any hidden defects and/or explicit deviation from contractual specifications within two weeks of the day the defects were discovered, or at any rate the day by which the defects can reasonably have been discovered.
- 6.3 After the stated period of 14 days has lapsed the Webiste shall be considered to have been approved, and the liability of [_____] in this respect shall therefore expire in full, unless the defect is only detectable by or in processing.

7 Confidentiality

All data and information obtained by [_____] assigned by it to perform the Design, Construction under this Agreement whether verbally, in writing, on tape, discs, diskettes or whatever other form as well as all equipment which may be made available to [_____] by [_____] or [_____] , are and shall remain confidential property of [_____] , unless Parties have agreed otherwise. [_____] and [_____] and their employees and third parties designated by them shall not disclose such data, information and equipment (hereinafter referred to as: "Materials") whether verbally, in writing, by demonstration or otherwise to any third party

8 Term and Termination

- 8.1 This Agreement will come into force on the date of its signature by the Parties.
- 8.2 Each Party shall have the right to terminate this Agreement forthwith without further notice or judicial intervention in case:

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- one of the Parties does not fulfil any obligation, undertaking, term or condition of this Agreement and if capable of being remedied shall not have remedied same within a reasonable period of time after the receipt of a written notification specifying the breach, without prejudice to the other lawful rights;
- one of the Parties goes into liquidation, or has a receiver appointed;

8.3 In case of termination of this Agreement no Party will be entitled to claim any compensation of damages because of loss of goodwill or otherwise, unless termination took place on grounds as mentioned in paragraph 2 of this Article.

9 Miscellaneous

9.1 This Agreement shall be construed in accordance with and governed in all respects by the laws of [_____].

9.2 In case one item or article of this Agreement should be or become invalid, this does not affect the applicability and validity of the other provisions. Parties agree, however, to replace such items or articles soonest by new ones being valid, covering as far as possible the original intentions of the Parties as to the legal and economical contents.

9.3 No failure by a Party to insist upon strict compliance by the other Party with any of the terms, provisions or conditions of this Agreement, in any instance, shall be construed as a waiver or relinquishment by a Party of the other Parties rights to insist upon strict compliance in the future.

9.4 Those provisions of this Agreement, which are meant to survive its termination, will survive and the Parties hereto will act in conformity with the rights and obligations laid down therein.

IN WITNESS WHEREOF, and intending to be legally bound the Parties hereto have executed his Agreement in duplicate at _____, on ____, 20[___],

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EXHIBIT I

Specifications

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