

AGREEMENT WITH WEBSITE DESIGNER

This Agreement with Website Designer (the "Agreement") is made and effective [DATE],

BETWEEN: [DEVELOPER NAME] (the "Programmer") a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Company wants Programmer to provide certain Website Designing services on an as-needed basis, including services related to the design and development of certain Internet websites in the area of [description] (such services, including all know-how, trade secrets, copyrights, and patentable inventions, being hereinafter referred to collectively as the Program Materials);

WHEREAS, Company and Programmer acknowledge that the Program materials are anticipated to be integrated into and become part of certain proprietary products owned by Company, and thereafter to be licensed by Company to third parties; and

WHEREAS, both Company and Programmer wish to set forth in writing the terms and conditions of their dealings, including rights as to the Program Materials;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

Section 1

PROGRAMMER SERVICES

1.01. On the terms and conditions set forth in this Agreement, Company engages Programmer to perform the duties set forth in the attached Exhibit A [omitted], during the term of this Agreement, on an as-needed basis, and Programmer accepts such engagement. Unless otherwise mutually agreed, all services shall be performed at Company's facilities. Programmer agrees to use Programmer's best efforts, at a level consistent with persons having similar education, experience, and expertise in the Internet development industry, in the performance of the services called for by this Agreement.

1.02. Nothing contained in this Agreement shall be deemed to preclude Company from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Programmer or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.