

JOINT VENTURE AGREEMENT

AGREEMENT made the

BETWEEN:

- (1) [] (Company No
Company ")
- (2) [] (Company No
Co-Venturer "").

RECITALS

- (1) The Company provides the Se
- (2) The Co-Venturer provides []
[carried out on the Internet or
- (3) The Co-Venturer wishes to pr
through the services of the Co
- (4) The parties have agreed to ent
the provision of their respectiv

IT IS AGREED:

1. DEFINITIONS

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In this agreement, the following words and expressions shall have the following respective meanings unless the context otherwise requires:

"Co-Branded Service" means the

Venturer's name in a be made a

"Customers"

means pu Service or

"Royalty"

means a remunerat services so percentage deducting clearance actually p and servic

"Service Levels"

means the observed l

"Service"

means [the operated b company, and any st

"Company Data"

means any addresses such info which is s

"Trade Marks"

Means the

"Web Site"

means the []:

1.1 Words importing the sing

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- 1.2 Clause headings are for construction or interpretation
- 1.3 References to Clauses, clause and schedules to
- 2. OBJECT OF THE CO-OPERATION
 - 2.1 The parties have agreed that the Company shall provide the Company of its services
 - 2.2 The parties will ensure that the Company's performance is not less than [].
- 3. THE CO-VENTURER'S OBLIGATIONS
 - 3.1 The Co-Venturer will provide the Company with the services that the Company can offer to the Co-Venturer.
 - 3.2 The Site Owner acknowledges that the Company's performance is not less than [] (including copyright and database rights) and shall provide the Company with the necessary modifications and additional property of the Company
 - 3.3 The Company acknowledges that the Co-Venturer's performance is not less than [] (including copyright and database rights) and shall provide the Co-Venturer with the necessary modifications and additional property of the Co-Venturer
- 4. COMPANY OBLIGATIONS
 - 4.1 The Company shall maintain the Company's performance of the Branded Service in accordance with the Branded Service Agreement and shall provide a customised or

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4.2 The Company will commercial and open

4.3 The Company will call centre, electronic Schedule 2.

4.4 The Company will receipt of each such purchase cost, less transaction, in line Branded Service agreement

4.5 Within the Co-Branded clear to every Customer Co-Venturer.

4.6 The Company will professional standards to ensure that all Service provided by

4.7 The Company will through the Service and conditions of the to the satisfaction arising in connection The Company will and status of all matters

4.8 The Company may Company's rules, conditions the Service.

4.9 The Company shall in any manner any

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the Co-Branded Service
the Co-Venturer, not to

4.10 The Company will use
contains the most acc
the Service.

5. PRICES AND AVAILABILITY

5.1 The Company shall s
through the Service on

5.2 Neither party shall thr
explicit material, pro
based on race, sex, rel
orientation or age c
defamatory or otherwis

6. ROYALTY

6.1 Royalty shall be payab

6.1.1 monies relat
such remun
respect of
Co-Branded
which no
Customers.

6.2 Subject to clause 5.1
Royalty (plus applica
services sold by the Co

[

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6.3 The Company will supply to the Co-Venturer at the end of each calendar month a statement showing the total Royalty earned in that month and the number of units sold. Where total Royalty earned exceeds the amount payable to the Co-Venturer shall issue a statement and the Co-Venturer shall pay the invoice within 14 days of the date of the statement. The total Royalty earned in excess of the amount payable shall be carried forward to the next month.

6.4 The Co-Venturer may at any time examine and verify the accounts of the Company and if it has been underpaid shall be entitled to a refund in excess of £1000, the amount of which shall be the auditor's reasonable costs.

6.5 If any Royalty is required to be paid to the Company subject to warranties, certificates or other conditions, the Co-Venturer requires to set off such amount against its liability.

7. COMPANY AND CO-VENTURER

7.1 The Company and the Co-Venturer shall each appoint one or more representatives to be their respective senior representatives and shall also appoint senior representatives and the representatives shall meet regularly to discuss the business of the Company.

7.2 Each of the parties agree to appoint one or more other second personnel on an agreed basis in writing by agreement but any such personnel shall be employees of the Company and their responsibility shall be the responsibility of the Company.

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8. NON COMPETE

8.1 Neither party shall dur
engage or be interested i
covered by this agreement
customers of the other part

9. TERM AND TERMINAT

9.1 This agreement wi
continue thereafter
six (6) month's noti

9.2 Either party may t
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that:

9.2.1 a petiti
(otherw
or amal
adminis
otherwi

9.2.2 the othe
of this a
is not
breachir
requirin

10. CONFIDENTIALITY

Each party shall keep abs
confidential information o
any such information whic

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date of this agreement or other than as a result of a b.

11. DATA PROTECTION

11.1 Each party shall be under its respective obligations under the Data Protection Act 1998 and any regulations made thereunder outside the United Kingdom.

12. INDEMNITIES

12.1 The Company and the Contractor shall indemnify and hold each other, their employees and agents harmless from all claims, demands, costs, charges and expenses (including reasonable attorneys' fees) for which they may become liable in any way as a result of or in connection with this agreement.

13. LIMITATION ON LIABILITY

13.1 Subject to the other provisions of this agreement, the liability of either party to the other shall be limited to a maximum of £[]0,000 in relation to any series of claims arising during the Term.

13.2 Neither party shall be liable for consequential or otherwise for special damages.

13.3 Nothing in this agreement shall limit the liability of either party for death or personal injury.

13.4 Neither party shall be liable for the other's respective obligations under this agreement in the event of unavailability, non-

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telecommunications
Internet) or due to an
outside the reasonable

14. GENERAL

15. No amendment to the provis
is made by a written instrum

15.1 Any notice or other
authorised by this ag
writing and be signed

15.2 Any such notice ma
facsimile, e-mail, pre
the attention of the re
party.

15.3 Any notice required t
to have been received

15.3.1 in the cas
the time o
error-free
error mess
by the sen

15.3.2 in the cas
the time c
Kingdom
or to an ac

15.4 If any provision c
unenforceable for an
remainder of the pr

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effect as i
eliminate

15.5 Nothing i
or agency

15.6 This agre
English
jurisdiction

AS WITNESS the hands

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SIGNED BY.....
Date
For and on behalf of
THE COMPANY

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SIGNED BY.....
Date
For and on behalf of
THE CO-VENTURER