

WEB DESIGN AND DEVELOPMENT

AGREEMENT DATED.....

BETWEEN

(1) COMPANY A registered v
] (“the Company”)

(2) COMPANY B registered v
] (“the Designer”)

RECITALS

(A) The Designer has expertise
maintenance;

(B) The Company wishes to ap
Company’s website in acc
respectively defined in this

(C) The Designer has agreed to
conditions of this agreeme

IT IS AGREED:

1. Definitions and Interpretati
1.1 In this agreement, unless the
expressions shall have the follo

“ Confidential Information “ m
relating to the business of the c
trade secrets, drawings, know
business and marketing plans a
information which is in the pu
other than as a result of a breac
possession of the receiving par
into the possession of the recei
a breach of this agreement;

“Intellectual Property” means a
world, including but not limite
whether registered or unregiste
application for such rights;

“Plan” means the plan set out i
delivery of the Services;

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“ Services “ means the services agreement as set out in Schedule

“ Specification” means the details in Schedule 3 and includes any agreement

“ Website” means the website created by the Designer pursuant to this agreement.

1.2 Words denoting the singular include the plural and vice versa.

1.3 References to Clauses and Schedules are to the clauses and schedules of this agreement.

1.4 The headings to the clauses and schedules do not affect the interpretation of this agreement.

2. Appointment of the Designer

2.1 In consideration of the payment of the fee, the Company appoints the Designer to design and provide the Website in accordance with the Specification and to provide the Website to the Company.

2.2 The Designer will implement the Website with the incorporation of any existing content provided by the Company.

3 Obligations of the Company

3.1 The Company will make available to the Designer all the information, documents, data and materials required for the Designer to design and develop the Website at the Company’s premises and hardware and software requirements.

3.2 The Company will give such access to the Designer as the designer and developer requires to complete the Website in accordance with the Specification and to provide the Website to the Company.

4. Price and Payment

4.1 The Company will pay to the Designer the fee for the Services to be provided pursuant to this agreement.

5. Content

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5.1 The Company shall have the content to be incorporated onto

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6. Intellectual Property Rights

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6.1 Ownership of all Intellectual shall be vested in the Company

6.2 Ownership of Intellectual P creation of the Website shall re grants on the completion of the Designer from the Company a Intellectual Property Rights in c

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7. Designer's Personnel

7.1 The Designer shall ensure to fulfil its obligations under the key individual who will lead the

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7.2 The Designer will immediately to its team for this project and v Clause 7.1 with the prior approval

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8. Delivery, Testing and Acceptance

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8.1 The Designer will deliver the the Specification and the Plan.

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8.2 The Designer will conduct live in accordance with the Specification the Company.

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8.3 If the Website as tested does Company may by written notice with this agreement and specify completed, such date to be notified in the Plan.

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8.4 If the Website thereafter still Company may reject the Website constitute a termination of this

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9. Change Control

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9.1 If either the Company or the Designer requests a change to the Specification or the Services of the Plan, the Designer shall, upon request, setting out in detail the nature of the change, the estimated cost of the change and the estimated impact on the payments in the Plan. The other party shall, within 10 business days of the receipt of the request indicate whether the change is accepted or rejected. If the change is accepted, the Specification shall remain unchanged. If the change is rejected, the Specification shall be amended accordingly.

10. Warranties and Indemnities

10.1 The Designer warrants that the Services will be provided in accordance with the Specification and the Plan.

10.2 The Company warrants that the Services will be used for the Website.

10.3 Each party agrees to indemnify the other party from and hold the other party harmless from all claims, costs, damages and expenses, including reasonable attorneys' fees, of the first party's unlawful or negligent acts. Each party shall maintain adequate insurance to cover such claims.

11. Confidentiality

11.1 Each party agrees to keep the Services absolutely secret and confidential.

12. Term and Termination

12.1 Subject to Clause 12.2, the Services shall be provided for the term contemplated by the Plan.

12.2 Either party may terminate the Services if the other either:

(a) commits a material breach of the Specification or the Plan after a written notice of such breach has been given;

(b) if the other has a receiver, administrator or liquidator appointed over any of its assets has a period of 30 days after the appointment otherwise unable to pay its debts.

13. Notices

Any notice which either party gives to the other shall be in writing and shall be signed by an authorized representative of the party giving the notice.

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Any such notice shall be served by email or prepaid recorded delivery and the recipient shall be notified from time-to-time by such means.

14. No Partnership or Agency
Nothing in this agreement shall create a partnership or agency between the parties.

15. Assignment
Neither party may assign its rights or obligations under this agreement without the written consent of the other, not in whole and not in part.

16. Further Assurance
Both parties shall do, execute and sign all such acts and things as the other may reasonably require in order to give effect to the provisions of this agreement in full.

17. Force Majeure
17.1 Neither party shall be liable for failure to perform its obligations under this agreement if such failure is caused by any cause beyond its reasonable control.

18. Non-solicitation
18.1 Neither party shall during the term of this agreement or 12 months thereafter whether directly or indirectly approach for such purpose any person who is or was at any time employed by the other party.

19. General
This agreement constitutes the entire agreement between the Parties on the subject matter and supersedes all previous arrangements or arrangements between the Parties.

20. Law and Jurisdiction
This agreement shall be governed by the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England.
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the Company

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