

WEB SITE PROMOTION AGREEMENT

BETWEEN:
.....
.....
(hereinafter referred to as the "Client")

01

AND:
.....
.....
(hereinafter referred to as the "Promoter")
(The Client and the Promoter hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to entrust the Promoter with the promotion of its Web site;

WHEREAS the Promoter wishes to provide the Client with the Web site promotion and other services as specified herein, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble forms an integral part of this Agreement.

2.00 OBJECT

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2.01 Services

The Promoter undertakes to provide the Client with the following services (hereinafter referred to as the "Services"):

- a) to promote the Client's Web site (hereinafter referred to as the "Web Site") in accordance with the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications") including, without limitation:
 - Web Site submission to search engines and Web directories;
 - Web Site submission to Web indexes
 - Web Site promotion in Usenet newsgroups and discussion groups allowing this type of promotion;
 - exchange of hypertext links and advertising banners with other Web sites;

Client	Promoter

- purchasing or renting of advertising spaces on other Web sites;
 - Web Site submission to "Best Web Site" contests;
 - sending of e-mails to targeted groups of customers or to Client's business contacts;
 - development of positive relationships with the media (major and specialized), including:
 - sending of press releases;
 - preparation of press files;
 - organization of press conferences;
- b) to design an e-mail signature;
- c) to design one or several elements intended for the Web Site promotion, including any text or graphic element (hereinafter referred to as the "Promotional Elements") in accordance with the Specifications;
- d) to analyse the statistics relating to the Web Site traffic (hereinafter referred to the "Traffic Statistics");
- e) to provide the Client or his designated employees with the training indicated in the Specifications;
- f) to provide the Client with one or several promotion reports in accordance with the Specifications;
- g) to provide the Client, upon signature this Agreement with detailed acknowledgment of receipt, of the information elements;

03 2.02 Deadline to Provide the Services

Upon receipt of the information elements given to the Promoter by the Client and subject to any additional services requested by the Client after this Agreement has been signed, the deadline granted to the Promoter for providing the Services is that indicated in the Specifications or any other deadline agreed upon between the Parties afterwards.

3.00 CONSIDERATION

04 3.01 Price

With respect to the Services and other services to be provided, the Client shall pay the Promoter the price indicated in the Specifications, plus any applicable taxes.

3.02 Billing

The Promoter shall send all invoices to the Client's address indicated in the Specifications or to any other address the Client may communicate to the Promoter following the signing of this Agreement.

05 3.03 Terms and Conditions of Payment

The price is payable by the Client to the Promoter according to the terms and conditions of payment indicated in the Specifications.

4.00 SPECIAL PROVISIONS

4.01 Parties' Representatives

Each party acknowledges that the person appointed in the Specifications (or any substitute following a notice sent to the other party to that effect) represents that party and has full power to act, make decisions, and give the required authorizations with respect to the execution of this Agreement.

4.02 Client's Obligations

Client	Promoter