WEB PROGRAMMING AGREEMENT

BETWEEN: ....

....

....

(hereinafter referred to as the "Client")

O1

AND: ....

....

....

(hereinafter referred to as the "Programmer")

(the Client and the Programmer are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to obtain various Web programming services from the Programmer;

WHEREAS the Programmer has agreed to provide the Client with the Web programming services described hereinbelow, 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 hereto shall form an integral part hereof.

2.00 OBJECT

O2

2.01 Services
The Programmer agrees to provide the Client with the following services (hereinafter referred to as the "Services"):

a) design and develop various Web pages (hereinafter collectively referred to as the "Web Pages"), based upon the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications"), including, without limitation:

- the design, writing and formatting of the content based on the information, documentation as well as the texts, drawings, icons, images, graphics, pictures, charts and other elements provided by the Client in accordance with the Specifications (hereinafter collectively referred to as the "Information Elements");
- the coding of the Web Site pages and the programming of the required Software

Client	Programmer

3624

Components including, where applicable but without limitation, the scripts, applets, applications, programs, executable files, software, search engines, database management engines and multimedia components (hereinafter collectively referred to as the "Software Components");

b) carry out testing on the Web Pages;

c) install the Web Pages in accordance with the Specifications;

d) upon signing by the Client of a detailed acknowledgement of receipt, provide the Client with the information and documentation regarding the Web Pages, including, without limitation, the HTML files, Software Components (including their source code) and Graphic Elements, the whole on appropriate media;

e) upon signing by the Client of a detailed acknowledgement of receipt, return the information elements, as described in the Specifications (hereinafter referred to as the "Information Elements"), to the Client; and

f) provide all other services contemplated in this Agreement or in the Specifications.

O3 **2.02   Deadline for Providing the Services**

As of the moment the Client has provided the Programmer with the Information Elements, and subject to all additional services required by the Client after the signing of this Agreement, the Programmer's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

3.00   CONSIDERATION

O4 **3.01   Price of the Services**

In consideration for the Services, the Client shall pay to the Programmer the price set forth in the Specifications, together with all applicable taxes.

3.02   Performance Bonus

The Programmer shall be entitled to the performance bonus set forth in the Specifications if the Programmer abides by each and every one of the conditions attaching to the granting of the bonus. In such a case, the said performance bonus shall be considered to form an integral part of the price of the Services.

3.03   Expenses Incurred

In addition to payment of the price of the Services, the Client shall reimburse the following to the Programmer:

a) all direct and indirect expenses incurred with respect to the performance of this Agreement;

b) supervision and management fees equal to .... percent (......%) of the total of the aforementioned expenses; and

c) the taxes which are applicable to the said expenses and fees.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than .... percent (.......%), the Programmer shall obtain the Client's authorization prior to incurring same.

Upon request from the Client, the Programmer shall provide the Client with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

Unless otherwise noted in the Specifications, the following costs shall not be invoiced to the

Client	Programmer

3624