

WEB GRAPHIC DESIGN AGREEMENT

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

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AND:
.....
.....
(hereinafter referred to as the "Graphic Designer")
(the Client and the Graphic Designer are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to obtain various Web graphic design services from the Graphic Designer;

WHEREAS the Graphic Designer has agreed to provide the Client with the Web graphic design 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

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2.01 Services

The Graphic Designer agrees to provide the Client with the following Web graphic design services (hereinafter referred to as the "Services") based upon the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications")

a) design and develop the graphic content of the Client's Web site (hereinafter referred to as the "Web Site") based upon the Specifications, including, without limitation:

- the design and formatting of the graphic content based on the information, documentation, 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");

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Client Graphic Des.

- the Web Site visual design, including the graphic and infographic design of texts, drawings, icons, images, graphics, pictures, charts and other elements required pursuant to the Specifications (hereinafter collectively referred to as the "Graphic Elements");
- b) carry out display and operation testing on the Graphic Elements;
- c) upon signing by the Client of a detailed acknowledgement of receipt, provide the Client with the information and documentation regarding the design and development of the Graphic Elements, the whole on appropriate media;
- d) 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
- e) provide all other services contemplated in this Agreement or in the Specifications.

03 2.02 Deadline for Providing the Services

As of the moment the Client has provided the Graphic Designer with the Information Elements, and subject to all additional services required by the Client after the signing of this Agreement, the Graphic Designer'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

04 3.01 Price of the Services

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

3.02 Performance Bonus

The Graphic Designer shall be entitled to the performance bonus set forth in the Specifications if the Graphic Designer 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 Graphic Designer:

- 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 Graphic Designer shall obtain the Client's authorization prior to incurring same.

Upon request from the Client, the Graphic Designer 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:

Client	Graphic Des.