

WEB GRAPHIC DESIGN SUBCONTRACT

BETWEEN:
.....
.....
(hereinafter referred to as the "Graphic Designer")

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

PREAMBLE

WHEREAS the Graphic Designer wishes to obtain various Web graphic design services from the Subcontractor, for and on behalf of one of its clients;

WHEREAS the Subcontractor has agreed to provide the Graphic Designer 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 Subcontractor agrees to provide the Graphic Designer 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 Graphic Designer'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 Graphic Designer in accordance with the Specifications (hereinafter collectively referred to as the "Information Elements");

[Signature Box]

Graphic Designer Subcontractor

- 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 Graphic Designer of a detailed acknowledgement of receipt, provide the Graphic Designer with the information and documentation regarding the design and development of the Graphic Elements, the whole on appropriate media;
- d) upon signing by the Graphic Designer of a detailed acknowledgement of receipt, return the information elements, as described in the Specifications (hereinafter referred to as the "Information Elements"), to the Graphic Designer; 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 Graphic Designer has provided the Subcontractor with the Information Elements, and subject to all additional services required by the Graphic Designer after the signing of this Agreement, the Subcontractor'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 Graphic Designer shall pay to the Subcontractor the price set forth in the Specifications, together with all applicable taxes.

3.02 Performance Bonus

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

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

Upon request from the Graphic Designer, the Subcontractor shall provide the Graphic Designer 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

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Graphic Designer Subcontractor