

E-COMMERCE SOLUTION IMPLEMENTATION AGREEMENT

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

01

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

PREAMBLE

WHEREAS the Client wishes to sell various products/services through the Internet and to use an e-commerce solution to be developed by the Developer;

WHEREAS the Developer has agreed to develop and implement an e-commerce solution for the Client, 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 Developer agrees to provide the Client with e-commerce solution design, development, installation and setup services, based upon the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications"). In particular, but without limiting the generality of the foregoing, the Developer agrees to provide the Client with the following services (hereinafter referred to as the "Services"):

a) to design, develop, install and set up a transactional Web site and a virtual store (hereinafter collectively referred to as the "Virtual Store"), based upon the Specifications, including, where applicable but without limitation, the design, development and setup, if applicable:

- of the Virtual Store Web pages (hereinafter collectively referred to as the "Web

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Client Developer

- of the Virtual Store graphic elements, including, where applicable but without limitation, the texts, drawings, icons, images, graphics, pictures, charts and other elements required according to the Specifications (hereinafter collectively referred to as the "Graphic Elements");
 - of the Virtual Store software components including, where applicable but without limitation, the scripts, applets, applications, programs, executable files, software, search engines, database management engines, multimedia components and databases (hereinafter collectively referred to as the "Software Components");
- b) to design, develop, install and set up a manager unit for the Virtual Store, based upon the Specifications, in order to allow the Client to make changes himself to various parameters of the Virtual Store (e.g. prices, tax rates, addition and removal of categories, etc.) (hereinafter referred to as the "Manager Unit");
 - c) to carry out testing on the Virtual Store;
 - d) to provide the Client with a username and a password to access to the Manager Unit, in HTTP ("Hyper Text Transfer Protocol"), FTP ("File Transfer Protocol") or Telnet mode;
 - e) to provide Virtual Store hosting services for the term indicated in the Specifications, on condition that the Client respects all of his obligations, including the payment of any amount owing to the Developer, pursuant to the terms and conditions of payment indicated in the Specifications;
 - f) to provide the Client with the information and documentation regarding the Virtual Store access and operation; and
 - g) to provide all other services contemplated in this Agreement or in the Specifications.

2.02 Deadline for Providing the Services

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

03 3.01 Price of the Services

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

3.02 Performance Bonus

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

- 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.

Client	Developer