

# WEBSITE DEVELOPMENT AGREEMENT

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WEBSITE DEVELOPMENT AGREEMENT, entered into in the City of ....., Province of ..... (insert name of province), Canada.

BETWEEN: V1 ..... (name of individual), ..... (occupation), domiciled and residing at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

OR

V2 ..... (corporate or business name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its principal place of business at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

OR

V3 ..... (corporate or business name), a legal person duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof;

OR

V4 ..... (corporate or business name), a legal person, duly incorporated pursuant to the ..... Act (name of statute under which the corporation was incorporated), having its head or registered office at ..... (insert civic number and street name), in the City of ..... (insert name of city), Province of ..... (insert name of province), ..... (postal code), and duly registered under number ..... ( ..... ) in accordance with ..... (insert name of statute pursuant to which the entity is registered), represented by ..... (name of representative), its ..... (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "DEVELOPER";

AND : ..... (identification of the client);

HEREINAFTER REFERRED TO AS "CLIENT";

DEVELOPER	CLIENT

**RECITALS**

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) CLIENT is engaged in the business of ..... (*identification of business activities*);
- (B) DEVELOPER is engaged in the business of developing Websites;
- (C) CLIENT wishes that information regarding its identification, promotion and commercial representation and updates to such information be present on the Web and as widely accessible as possible;
- (D) DEVELOPER offers to format such information as Web Pages grouped in a Website;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Definitions**

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

**0.01.01 Activities**

means ..... (*identify business sector*) of ..... (*identify subject person*);

**0.01.02 Agreement**

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms “herein”, “hereof”, “hereto”,

DEVELOPER	CLIENT

“herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

#### **0.01.03 Breach**

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to a representation, warranty, covenant, obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance which (i) is inconsistent with a covenant, obligation or other provision of the Agreement and (ii) causes damage to such Person;

#### **0.01.04 Change in Control**

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation’s voting rights;
- (b) an agreement for the sale or disposition of all or substantially all of such a corporation’s assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY’s rights in the Agreement to a Related Person;
- (d) a merger of such a corporation; or
- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

#### **0.01.05 Confidential Information**

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY’s business activities, strategies or opportunities, Intellectual Property, suppliers, customers, financial condition or employees which, at the time of disclosure, is designated as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;

DEVELOPER	CLIENT