DATED

- (1) << >>
- (2) << >>

WEBSITE LINKING AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Company A>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("Company A") and
- (2) <<Name of Company B>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("Company B")

WHEREAS:

- (1) Company A operates its website at <<URL>> ("Website A") and provides <<Description of goods / services>> through that website.
- (2) Company B operates its website at <<URL>> ("Website B") and provides <<Description of goods / services>> through that website.
- (3) Company A wishes to promote Website A through links placed on Website B in return for payment to Company B in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement the following terms shall have the following meanings:

"Additional Fees" means fees specified in Schedule 3 to this Agreement that shall be payable in the event that Company A

exercises the option to use Banner Advertising under

Clause 3 of this Agreement;

"Business Day" means any day other than Saturday or Sunday that is not

a bank or public holiday;

"Commencement Date" means << Insert date of Agreement>>:

"Confidential means all business, technical, financial or other

Information" information created or exchanged between the Parties in

the course of fulfilling their obligations under this

Agreement;

"Current Term" means the Term that the Parties may be in at any given

time;

"Hit" means each visit to Website A that has been forwarded

directly through a Banner or link established under this

Agreement;

"Intellectual Property

Rights"

means any rights subsisting in a copyright work, trade mark, patent or design and shall be construed in

accordance with the Copyright Designs and Patents Act 1988, Trade Marks Act 1994 and Patents Act 1977;

"Standard Fees"

means links u

"Term"

means 10 of the providence conditi

- 1.2 The headings used in this A no effect upon the interpreta
- 1.3 Words imparting the singula
- 1.4 References to any gender s

2. **Linking Arrangements**

- 2.1 Company B shall establish a Website A using the URL[s]
- 2.2 All links established under t be applied to graphical mate
- 2.3 Company B may not, withou any framing for links to Web
- 2.4 Company B shall ensure the to-date. If Company A wish by Company B it shall inform least << >> Business Days shall become effective.

3. Banner Advertising

- 3.1 Upon the payment by Co establish and maintain ban the pages and at intervals URLs specified in that Scheol
- 3.2 All material required for the to: graphics, images, text an be used without modification
- 3.3 Company A shall stipulate Banners within the period Agreement. This provision links established under Clau

4. Fees & Payment

Company A hereby agrees to pay set out in Schedule 3 to this Agree set out in that Schedule.

for the establishment of eement; and

ent, as defined in Clause lich the Parties shall es under the terms and ment

ience only and shall have

e plural and vice versa.

der.

t link[s] from Website B to o this Agreement.

either in plain text or shall y A for that purpose.

sation of Company A, use

remain functional and upation of a link maintained nge in writing, providing at le date that such changes

Fees, Company B shall nners") on Website B on to this Agreement to the

s including, but not limited by Company A and shall

Hits to be generated by ow in Schedule 2 to this ect on or connection with

onal fees, as appropriate, the terms and conditions



5. **Site Maintenance and Content**

- 5.1 Each Party shall be exclus own website. Subject to the above neither Party shall ha the maintenance or content
- 5.2 Subject to Sub-clause 5.3 content that is unlawful, obs party rights whatsoever.
- 5.3 Neither Party shall be under their website by third partie from the other a written described in Sub-clause 5.2 within << >> Business Day

6. **Trade Marks**

- Company A hereby grants 6.1 royalty free licence to use it Schedule 4 of this Agreeme
- 6.2 Company B shall use Comp establish links under the terr
- 6.3 In the event that Company purposes outside of this Ag written consent, such conse
- 6.4 Company B hereby agrees
 - Company A's trade 6.4.1 unless and until Com
 - Nothing in this Agre 6.4.2 rights in Company A'
 - 6.4.3 Company B shall not

7. **Intellectual Property**

- 7.1 Intellectual Property Rights all code, text, sound, video, a part of Website A. Compa all IPRs which may subsiinclude, but not be limited preparatory material.
- 7.2 Company A shall be the s subsist in all future update material including any suppo
- Unless otherwise indicated. 7.3 IPRs in Website B includin graphics, photographs and Company B shall also be th subsist in any supporting do

intaining and updating its e 5 and to Sub-clause 2.4 other Party in relation to

her Party may host any t infringes any other third

een any content added to that either Party receives ent that falls within that content must be removed

clusive, non-transferable, e marks being detailed in

to the extent required to Agreement.

y A's trade marks for any ist not do so without prior withheld.

property of Company A arks to a third party:

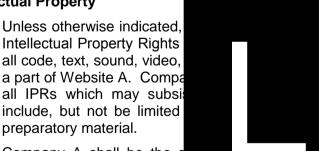
to confer any ownership ny B; and

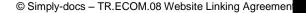
mpany A's trade marks.

and exclusive owner of all cluding, but not limited to: nd other images that form le and exclusive owner of cumentation which shall esign sketches and other

r of all IPRs which may ions to Website A, such

and exclusive owner of all code, text, sound, video, a part of the Website B. her of all IPRs which may include, but not be limited





to, site plans, maps, design

7.4 Company B shall be the s subsist in all future update material including any support aratory material.

r of all IPRs which may ions to Website B, such

8. Representation and Warranties

- 8.1 Company A hereby represer
 - 8.1.1 Website A does not obscene, defamator whatsoever:
 - 8.1.2 Website A is and sha of Clause 14 of this a or third-party access and
 - 8.1.3 it has the right to grathe granting of such party.
- 8.2 Company B hereby represer
 - 8.2.1 Website B does not obscene, defamator whatsoever; and
 - 8.2.2 Website B is and she of Clause 14 of this or third-party access

content that is unlawful, other third party rights

, subject to the provisions lowntime for maintenance o all users of the internet;

Clause 6 above and that ge the rights of any third

content that is unlawful, other third party rights

, subject to the provisions lowntime for maintenance all users of the internet.

9. Link Review

- 9.1 Notwithstanding the Term s agree that << >> months shall review the performant Agreement.
- 9.2 In the event that the minim specified in Schedule 2 to t the right to negotiate either:
 - 9.2.1 the alteration of a placement and interv
 - 9.2.2 the removal of all Basuch Banners] OR
 Banners that is dire
 under Clause 10 of
 Renewal Term shall
 to this Agreement.]
- 9.3 [In the event that Compa generated by links establish the right to negotiate the alternative statement of the statemen

is Agreement, the Parties ement Date, Company A ers established under this

pe generated by Banners et, Company A shall have

cations relating to the

f [additional fees paid for tional fees paid for such current Term remaining Banners established in a rate set out in Schedule 3

with the number of Hits s Agreement, it shall have

10. Term and Termination

- 10.1 This Agreement shall come continue in force for a perio Term"). Following the Ir automatically for successive Term") unless and until term
- 10.2 Either Party may terminate prior written notice to the oth
 - 10.2.1 at any time where the this Agreement and Business Days after
 - 10.2.2 if the other Party voluntary (except for amalgamation with a compounds with or not a general assignment receiver, manager, a over the whole or sure or if it ceases or threany material change process under any for
- 10.3 Either Party may request th Current Term for any reaso >> Business Days before the
- 10.4 Upon the termination of the remove the links and Banne
- 10.5 Upon the termination of this herein shall also terminate.

11. Indemnity

Each Party hereby agrees to inde damage, costs, legal costs, prowhatsoever incurred or suffered by arising out of any dispute or con brought by a third party resulting fother Party provided that:

- 11.1 the indemnified Party gives claim or proceeding as soon
- 11.2 the indemnified Party ma indemnifying Party sole aut at the latter's cost and exper
- 11.3 the indemnified Party gives connection with any such of the indemnifying Party.

encement Date and shall from that date (the "Initial ment shall be renewed ation>> (each a "Renewal n this Clause 10.

g << >> Business Days'

itted a material breach of ined unremedied << >> f that breach; or

whether compulsory or na fide reconstruction or al of the other Party), or with its creditors or makes creditors, or if it has a r administrator appointed its undertaking or assets, on its business, or makes it suffers any analogous

eement at the end of the otice is given at least <<

reason, each Party shall terms of this Agreement.

son, all licenses granted

any and all liability, loss, xpenses of any nature , indirect or consequential er claims or proceedings nowing misconduct of the

ndemnifying Party of any following receipt of it;

liability and gives the the claim or proceedings

reasonable assistance in the cost and expense of

12. Liability

- 12.1 Neither Party shall be liable that Party may suffer even Party has been advised of the
- 12.2 Either Party's entire liabilit contractual obligations, any or tortious act or omission in with this Agreement shall be
- 12.3 Notwithstanding any other p to the other for death or inju employees, agents or sub-c

13. **Confidentiality**

- 13.1 Each Party (a "Receiving belonging to the other Party shall not use or disclose directly or indirectly, to any need the Confidential Inforn obligations under this Ag employees are also obliged and secret. The foregoing acquired by the Receiving P
 - 13.1.1 at the time of its acqu
 - 13.1.2 at a later date come Receiving Party.
- 13.2 Each Party hereby agrees a
 - 13.2.1 that all Confidential the sole and exclusive
 - 13.2.2 that its right to use C termination of this Ac
 - 13.2.3 to return to the Sup material embodying stored on digital med

14. Force Majeure

Neither Party to this Agreement she their obligations where such failure reasonable control of that Party. Stailure, Internet Service Provider storms, earthquakes, acts of terrori event that is beyond the control of the start of the start

15. **Severance**

The Parties agree that, in the exagreement is found to be unlawful

rect or consequential loss ly foreseeable or if either Party incurring it.

ect of any breach of its representation, statement ng under or in connection

nt, neither Party's liability negligence or that of his nited.

Confidential Information onfidential and secret and ial Information available, icers and employees who eiving Party to perform its that such officers and al Information confidential apply to any information

domain; or

n through no fault of the

shall remain at all times ng Party;

all wholly cease upon the

ion of this Agreement all n (including information d all copies thereof.

re or delay in performing cause that is beyond the are not limited to, power, civil unrest, fire, flood, nental action or any other

of the provisions of this nenforceable, that / those

provisions shall be deemed sever remainder of the Agreement shall b

16. **Notice**

Unless otherwise stated in this Ad served under this Agreement shall Party's Registered Email Address class post to the addresses detaile the Referral Partner in its Registrati

17. **Entire Agreement**

- This Agreement embodie understanding between the agreements, understanding this Agreement. Neither Pa understanding or arrangeme for any representation made
- 17.2 Unless otherwise express Agreement may be varied o

18. General

18.1 Relationship Between the Pa The relationship between Contractor and Client. This venture, agency, fiduciary, c

18.2 No Waiver

The Parties agree that no fa any provision in this Agre subsequently enforce that p Such failure shall not be subsequent breach and sha

18.3 Non-exclusivity The relationship between th non-exclusive. Both partie other parties.

19. [Dispute Resolution (Arbitration)

It is agreed that where any disput between the Parties that matter arbitrator to be agreed between the of the Agreement. The

ree that all notices to be sent by email to the other same to be sent by first eement or as provided by siness Days of the email.

entire agreement and s all prior oral or written g to the subject matter of rely on any agreement, h in this Agreement, save

in this Agreement, this by both of the Parties.

that of an independent ate any partnership, joint p between the Parties.

nforce the performance of a waiver of the right to vision of this Agreement. er of any preceding or ing waiver.

ement is and shall remain similar relationships with

to this Agreement arises e arbitration of a single

20. Law and Jurisdiction

- 20.1 This Agreement shall be gov
- 20.2 [Any dispute between the Pathe jurisdiction of the courts

IN WITNESS WHEREOF this Agreement before written

SIGNED by

<<Name and Title of person signing for Pa for and on behalf of <<Part1's Name>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Pa for and on behalf of <<Part2's Name>>

In the presence of <<Name & Address of Witness>>

S

gland and Wales.

eement shall be fall within

ed the day and year first



SC

Link URLs

From URL (Website B)	To URL (V
<< >>	<< >>
<< >>	<< >>
<< >>	<< >>

S

cription	
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^	
>>	

sc

Banners

From URL (Website B)	To URL (Website
<< >>	<< >>
<< >>	<< >>
<< >>	<< >>

Minimum Hits

The Parties hereby agree that the minim specified Banners shall be << >> per <<e.



1	Description
	<< >>
	<< >>
	<< >>

generated by the above-

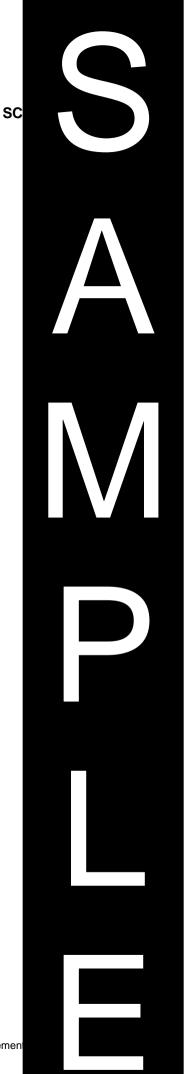


Standard Fees & Payment

<< Insert Details>>

Additional Fees & Payment

<<Insert Details>>



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Trade Marks

Company A Trade Marks

company / made mane		
Trade Mark	Details	
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