

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 Information"	means all business, technical, financial or other 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

for the establishment of
reement; and

“Term”

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ent, as defined in Clause
which the Parties shall
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ment.

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

ience only and shall have
e plural and vice versa.
der.

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, without
- any framing for links to Web
- 2.4 Company B shall ensure tha
- to-date. If Company A wish
- by Company B it shall inform
- least << >> Business Days
- shall become effective.

t link[s] from Website B to
to this Agreement.
either in plain text or shall
y A for that purpose.
sation of Company A, use
remain functional and up-
ation of a link maintained
nge in writing, providing at
e date that such changes

3. Banner Advertising

- 3.1 Upon the payment by Co
- establish and maintain ban
- the pages and at intervals
- URLs specified in that Sche
- 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

Fees, Company B shall
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to this Agreement to the
s including, but not limited
d by Company A and shall
Hits to be generated by
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4. Fees & Payment

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

onal fees, as appropriate,
the terms and conditions

5. Site Maintenance and Content

- 5.1 Each Party shall be exclusively responsible for maintaining and updating its own website. Subject to the above neither Party shall have the maintenance or content of the other Party in relation to the website.
- 5.2 Subject to Sub-clause 5.3 neither Party may host any content that is unlawful, obscene or infringes any other third party rights whatsoever.
- 5.3 Neither Party shall be under any obligation to remove any content added to their website by third parties from the other a written request that falls within that described in Sub-clause 5.2 within << >> Business Days of receipt of the request.

6. Trade Marks

- 6.1 Company A hereby grants a non-exclusive, non-transferable, royalty free licence to use its trade marks being detailed in Schedule 4 of this Agreement.
- 6.2 Company B shall use Company A's trade marks to the extent required to establish links under the terms of this Agreement.
- 6.3 In the event that Company B uses Company A's trade marks for any purposes outside of this Agreement, Company B must not do so without prior written consent, such consent may be withheld.
- 6.4 Company B hereby agrees that:
- 6.4.1 Company A's trade marks are the property of Company A and shall remain the property of Company A unless and until Company A transfers them to a third party;
- 6.4.2 Nothing in this Agreement shall be construed to confer any ownership rights in Company A's trade marks to Company B; and
- 6.4.3 Company B shall not use Company A's trade marks.

7. Intellectual Property

- 7.1 Unless otherwise indicated, Company A shall be the sole and exclusive owner of all Intellectual Property Rights (IPRs) in Website A, including, but not limited to: all code, text, sound, video, graphics, photographs and other images that form a part of Website A. Company B shall be the sole and exclusive owner of all IPRs which may subsist in all future updates and documentation which shall include, but not be limited to, design sketches and other preparatory material.
- 7.2 Company A shall be the sole and exclusive owner of all IPRs which may subsist in all future updates and modifications to Website A, such as design sketches and other preparatory material.
- 7.3 Unless otherwise indicated, Company B shall be the sole and exclusive owner of all IPRs in Website B including, but not limited to: all code, text, sound, video, graphics, photographs and other images that form a part of the Website B. Company B shall also be the sole and exclusive owner of all IPRs which may subsist in any supporting documentation which shall include, but not be limited to, design sketches and other preparatory material.

- to, site plans, maps, design or other preparatory material.
- 7.4 Company B shall be the sole owner of all IPRs which may subsist in all future updates or modifications to Website B, such material including any support

8. Representation and Warranties

- 8.1 Company A hereby represents and warrants that:
- 8.1.1 Website A does not contain any content that is unlawful, obscene, defamatory or infringe the rights of any other third party rights whatsoever;
- 8.1.2 Website A is and shall remain available to all users of the internet, subject to the provisions of Clause 14 of this Agreement, for downtime for maintenance or third-party access to all users of the internet; and
- 8.1.3 it has the right to grant the granting of such rights to any third party.
- 8.2 Company B hereby represents and warrants that:
- 8.2.1 Website B does not contain any content that is unlawful, obscene, defamatory or infringe the rights of any other third party rights whatsoever; and
- 8.2.2 Website B is and shall remain available to all users of the internet, subject to the provisions of Clause 14 of this Agreement, for downtime for maintenance or third-party access to all users of the internet.

9. Link Review

- 9.1 Notwithstanding the Term set out in this Agreement, the Parties agree that << >> months after the Agreement Date, Company A shall review the performance of the Banners established under this Agreement.
- 9.2 In the event that the minimum number of Hits specified in Schedule 2 to this Agreement is not achieved, Company A shall have the right to negotiate either:
- 9.2.1 the alteration of the placement and interval of the Banners; or
- 9.2.2 the removal of all Banners [additional fees paid for such Banners] OR the removal of all Banners that is direct under Clause 10 of this Agreement. [additional fees paid for such Banners established in a Renewal Term shall be at the rate set out in Schedule 3 to this Agreement.]
- 9.3 [In the event that Company A shall have the right to negotiate the alteration of the Banners with the number of Hits specified in Schedule 2 to this Agreement, it shall have the right to negotiate the alteration of the Banners with the number of Hits specified in Schedule 2 to this Agreement.]

10. Term and Termination

- 10.1 This Agreement shall come into force on the Commencement Date and shall continue in force for a period of one (1) year from that date (the "Initial Term"). Following the Initial Term, this Agreement shall be renewed automatically for successive one (1) year periods (each a "Renewal Term") unless and until terminated in writing in this Clause 10.
- 10.2 Either Party may terminate this Agreement by giving << >> Business Days' prior written notice to the other Party.
- 10.2.1 at any time where the other Party has committed a material breach of this Agreement and the breach has remained unremedied << >> Business Days after written notice is given;
- 10.2.2 if the other Party is insolvent, whether compulsory or otherwise, or has been placed in liquidation, or has a fide reconstruction or amalgamation with or takes control of the other Party), or compounds with or makes arrangements with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrator or liquidator appointed over the whole or substantially all of its undertaking or assets, or if it ceases or threatens to cease its business, or makes any material change in its business process under any form of insolvency process.
- 10.3 Either Party may request the termination of this Agreement at the end of the Current Term for any reason by giving << >> Business Days before the termination date. Notice of termination is given at least << >> Business Days before the termination date.
- 10.4 Upon the termination of this Agreement, each Party shall remove the links and Banners from its Website in accordance with the terms of this Agreement.
- 10.5 Upon the termination of this Agreement, all licenses granted to the other Party shall also terminate.

11. Indemnity

- Each Party hereby agrees to indemnify and hold the other Party harmless from any and all liability, loss, damage, costs, legal costs, professional fees and expenses of any nature whatsoever incurred or suffered by the other Party, whether direct, indirect or consequential, arising out of any dispute or controversy between the Parties or brought by a third party resulting from the conduct of the other Party provided that:
- 11.1 the indemnified Party gives written notice of the claim or proceeding as soon as practicable to the indemnifying Party;
- 11.2 the indemnified Party maintains the indemnifying Party sole authority to settle the claim or proceeding at the latter's cost and expense;
- 11.3 the indemnified Party gives the indemnifying Party reasonable assistance in connection with any such claim or proceeding at the cost and expense of the indemnifying Party.

12. Liability

- 12.1 Neither Party shall be liable for any direct or consequential loss that Party may suffer even if such loss is reasonably foreseeable or if either Party has been advised of the possibility of such loss by the other Party incurring it.
- 12.2 Either Party's entire liability for damages, including any direct or consequential loss, arising from any breach of its contractual obligations, any misrepresentation, statement or tortious act or omission in connection with this Agreement shall be limited to the amount of the fee payable by the receiving Party under or in connection with the Agreement.
- 12.3 Notwithstanding any other provision to the contrary, neither Party's liability to the other for death or injury to persons or damage to property, whether caused by negligence or that of his employees, agents or sub-contractors shall be limited.

13. Confidentiality

- 13.1 Each Party (a "Receiving Party") shall not use or disclose Confidential Information belonging to the other Party (the "Providing Party") directly or indirectly, to any third party, except as may be necessary to the Receiving Party to perform its obligations under this Agreement, and its officers and employees who are also obliged to maintain the Confidential Information confidential and secret. The foregoing obligations shall apply to any information acquired by the Receiving Party:
- 13.1.1 at the time of its acquisition;
 - 13.1.2 at a later date coming into the possession of the Receiving Party.
- 13.2 Each Party hereby agrees and warrants that:
- 13.2.1 that all Confidential Information shall remain at all times confidential and secret and shall be disclosed only to the sole and exclusive use of the Providing Party;
 - 13.2.2 that its right to use Confidential Information shall wholly cease upon the termination of this Agreement;
 - 13.2.3 to return to the Supplied Party all Confidential Information (including information stored on digital media) and all copies thereof.

14. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by a force majeure event that is beyond the reasonable control of that Party. Such events are not limited to, power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or any other force majeure event that is beyond the control of the Parties.

15. Severance

The Parties agree that, in the event any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall nevertheless remain in full force and effect.

provisions shall be deemed severed and the remainder of the Agreement shall be

of the Agreement. The

16. **Notice**

Unless otherwise stated in this Agreement, all notices served under this Agreement shall be sent to the Party's Registered Email Address or by first class post to the addresses detailed in the Referral Partner in its Registration.

agree that all notices to be sent by email to the other Party. The same to be sent by first class post to the addresses detailed in the Referral Partner in its Registration or as provided by the Referral Partner in its Registration within five Business Days of the email.

17. **Entire Agreement**

17.1 This Agreement embodies the entire understanding between the Parties in relation to the subject matter of this Agreement. Neither Party shall be bound by any understanding or arrangement made orally or in writing for any representation made by either Party.

entire agreement and shall supersede all prior oral or written agreements, understandings, arrangements or negotiations relating to the subject matter of this Agreement, save for those specifically incorporated into this Agreement, save for those specifically incorporated into this Agreement.

17.2 Unless otherwise expressly stated in this Agreement, this Agreement may be varied or amended only by a written agreement signed by both of the Parties.

in this Agreement, this Agreement may be varied or amended only by a written agreement signed by both of the Parties.

18. **General**

18.1 Relationship Between the Parties
The relationship between the Parties shall be that of an independent Contractor and Client. This Agreement shall not create a partnership, joint venture, agency, fiduciary, or other relationship between the Parties.

that of an independent Contractor and Client. This Agreement shall not create any partnership, joint venture, agency, fiduciary, or other relationship between the Parties.

18.2 No Waiver
The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute a waiver.

enforce the performance of any provision of this Agreement. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute a waiver.

18.3 Non-exclusivity
The relationship between the Parties shall be non-exclusive. Both parties may enter into similar relationships with other parties.

relationship is and shall remain non-exclusive. Both parties may enter into similar relationships with other parties.

19. **[Dispute Resolution (Arbitration)]**

It is agreed that where any dispute arises between the Parties that matter shall be referred to an arbitrator to be agreed between the Parties.

to this Agreement arises between the Parties that matter shall be referred to an arbitrator to be agreed between the Parties.

20. **Law and Jurisdiction**

20.1 This Agreement shall be governed by the law of England and Wales.

20.2 [Any dispute between the Parties arising out of or in connection with this Agreement shall be fall within the jurisdiction of the courts of England and Wales.]

IN WITNESS WHEREOF this Agreement has been made and signed the day and year first before written

SIGNED by

<<Name and Title of person signing for Part 1>>
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 Part 2>>
for and on behalf of <<Part2's Name>>

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

S

A

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P

L

E

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Link URLs

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

S
A
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Banners

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

Minimum Hits

The Parties hereby agree that the minimum number of hits generated by the above-specified Banners shall be << >> per <<e>> >>.

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Standard Fees & Payment

<<Insert Details>>

Additional Fees & Payment

<<Insert Details>>

S
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Trade Marks

Company A Trade Marks

Trade Mark	Details	Description
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