

DATED

(1) << >>

(2) << >>

LINK EXCHANGE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

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

WHEREAS:

- (1) Party 1 provides <<Insert description of services>> through its website at <<URL>> ("Site 1").
- (2) Party 2 provides <<Insert description of services>> through its website at <<URL>> ("Site 2").
- (3) The Parties wish to exchange links between their websites in accordance with the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

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|---------------------------------------|--|
| "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; |
| "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; |
| "Site" | means the website of either Party; |
| "Term" | means the term of this Agreement, as defined in Clause 9 of this Agreement, during which the Parties shall provide links to each other's Sites under the terms and conditions set out in this Agreement. |

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- 1.2 The headings used for convenience only and shall have no effect upon the interpretation.
- 1.3 Words imparting the masculine gender shall include the plural and vice versa.
- 1.4 References to any gender shall include the other gender

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2. Link Exchange

- 2.1 Each Party shall establish a hypertext link[s] to the other Party's Site using the URL[s] set out in Schedule 1 to this Agreement.
- 2.2 All links established pursuant to this Clause shall be either in plain text or shall be underlined and shall be controlled by the relevant Party for that purpose.
- 2.3 Neither Party may, without the prior written authorisation of the other, use any framing for links to the other Party's Site.
- 2.4 Both Parties shall ensure that links to the other Party's Site remain functional and up-to-date and shall be maintained by the other Party. The other Party shall be notified in writing, providing a copy of the relevant Schedule, 15 Business Days' notice and specifying the date that such change is to take effect.

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3. Fees & Payment

Each Party shall pay the fees set out in Schedule 2 to this Agreement in accordance with the terms and conditions set out in Schedule 2.

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4. Site Maintenance and Control

- 4.1 Each Party shall be responsible for maintaining and updating its own Site. Subject to the provisions of Clause 4 and to Sub-clause 2.4 above neither Party shall be liable to the other Party in relation to the maintenance or control of the other Party's Site.
- 4.2 Subject to Sub-clause 4.3, neither Party may host any content that is unlawful, defamatory, obscene, or that infringes any other third party rights whatsoever.
- 4.3 Neither Party shall be required to pre-screen any content added to their Site by third parties. However, if either Party receives from the other a written notification that content that falls within that described in Sub-clause 4.2 of this Clause has been added to their Site, such content must be removed within << 24 Business Days of receipt of such notification.

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5. Trade Marks

- 5.1 Party 1 hereby grants to Party 2 a non-exclusive, non-transferrable, royalty free licence to use Party 1's trade marks being detailed in Schedule [3] of this Agreement.
- 5.2 Party 2 hereby grants to Party 1 a non-exclusive, non-transferrable, royalty free licence to use Party 2's trade marks being detailed in Schedule [3] of this Agreement.

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Schedule [3] of this

5.3 Both Parties shall u
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nd conditions of this Agreement.

5.4 In the event that a
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written consent, suc

other Party's trade marks for any
arty must not do so without prior
reasonably withheld.

5.5 Both Parties hereby

5.5.1 The other P
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remain the property of that Party
ose marks to a third party;

5.5.2 Nothing in t
rights in one

deemed to confer any ownership
ne other Party; and

5.5.3 Neither Part

y of the other Party's trade marks.

6. Intellectual Property

6.1 Unless otherwise i
Intellectual Property
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sole and exclusive owner of all
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phs and other images that form a
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mentation which shall include, but
n sketches and other preparatory

6.2 Party 1 shall be the
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6.3 Unless otherwise in
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sole and exclusive owner of all IPRs
ode, text, sound, video, graphics,
part of the Site. Party 2 shall also
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e, but not be limited to, site plans,
y material.

6.4 Party 2 shall be the
all future updates, a
any supporting docu

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to Site 2, such material including

7. Representation and Warr

7.1 Party 1 hereby repr

7.1.1 Site 1 does
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ain any content that is unlawful,
ges any other third party rights

7.1.2 Site 1 is an
Clause 12 of
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and, subject to the provisions of
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ssible to all users of the internet;

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7.1.3 it has the right to terminate the granting of the license to the party.

set out in Clause 5 above and that it shall not infringe the rights of any third party.

7.2 Party 2 hereby represents and warrants that:

7.2.1 Site 2 does not contain any content that is unlawful, obscene, defamatory, or infringes any other third party rights whatsoever;

and, subject to the provisions of Clause 13, shall be available for use without any significant or measurable downtime for maintenance or other purposes accessible to all users of the internet;

7.2.2 Site 2 is not and will not be in violation of Clause 13 of this Agreement or any third-party agreement, and

and, subject to the provisions of Clause 13, shall be available for use without any significant or measurable downtime for maintenance or other purposes accessible to all users of the internet;

7.2.3 it has the right to terminate the granting of the license to the party.

set out in Clause 5 above and that it shall not infringe the rights of any third party.

8. Non-Competition

Both Parties hereby agree not to provide any services comparable to, or enter into a similar agreement with, any of the other Party listed in Schedule [4] of this Agreement without the prior written consent not to be unreasonably withheld.

the other Party listed in Schedule [4] of this Agreement without the prior written consent of the relevant Party, such consent not to be unreasonably withheld.

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9. Term and Termination

9.1 This Agreement shall commence on the Commencement Date and shall continue in force for an initial term of << Initial Term >> (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall be renewed automatically for successive terms of << Renewal Term >> (each a "Renewal Term") unless and until terminated in accordance with this Clause 9.

the Commencement Date and shall continue in force for an initial term of << Initial Term >> from that date (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall be renewed automatically for successive terms of << Renewal Term >> (each a "Renewal Term") unless and until terminated in accordance with this Clause 9.

9.2 Either Party may terminate this Agreement by giving << >> Business Days' prior written notice to the other Party if:

the other Party has failed to perform its obligations under this Agreement by giving << >> Business Days' prior written notice to the other Party if:

9.2.1 at any time the other Party has committed a material breach of this Agreement which has remained unremedied << >> Business Days after the other Party has given notice of that breach; or

the other Party has committed a material breach of this Agreement which has remained unremedied << >> Business Days after the other Party has given notice of that breach; or

9.2.2 if the other Party is in liquidation whether compulsory or voluntary (including any arrangement of bona fide reconstruction or amalgamation), or if it enters into an arrangement with its creditors or makes any assignment for the benefit of its creditors, or if it has a receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases to carry on its business, or makes any material assignment of its business, or if it suffers any analogous process under insolvency laws.

the other Party is in liquidation whether compulsory or voluntary (including any arrangement of bona fide reconstruction or amalgamation), or if it enters into an arrangement with its creditors or makes any assignment for the benefit of its creditors, or if it has a receiver or administrator appointed over the whole of its undertaking or assets, or if it ceases to carry on its business, or makes any material assignment of its business, or if it suffers any analogous process under insolvency laws.

9.3 Either Party may terminate this Agreement at the end of the Current Term for any reason by giving << >> Business Days' prior written notice to the other Party.

the Agreement at the end of the Current Term for any reason by giving << >> Business Days' prior written notice is given at least << >> Business Days' prior to the end of the Current Term.

9.4 Upon the termination of this Agreement, each Party shall remove the links to the other Party's website from its website and shall delete all copies of the terms and conditions of this Agreement.

or any reason, each Party shall remove the links to the other Party's website from its website and shall delete all copies of the terms and conditions of this Agreement.

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Agreement.

9.5 Upon the termination of this Agreement for any reason, all licenses granted herein shall also terminate.

10. **Indemnity**

Each Party hereby agrees to indemnify and hold the other Party harmless against any and all liability, loss, damage, costs, legal costs and other expenses of any nature whatsoever incurred or suffered, whether direct, indirect or consequential, arising out of any dispute or claims or proceedings brought by a third party resulting from the negligence or knowing misconduct of the other Party provided that:

10.1 the indemnified Party shall not be liable to the indemnifying Party of any claim or proceeding unless the indemnifying Party has received written notice as soon as possible following receipt of it;

10.2 the indemnified Party shall not be liable to the indemnifying Party for any claim or proceeding unless the indemnifying Party has received written notice as soon as possible following receipt of it; and the indemnifying Party shall not be liable to the indemnified Party for or settle the claim or proceedings unless the indemnified Party has received written notice as soon as possible following receipt of it;

10.3 the indemnified Party shall not be liable to the indemnifying Party for or settle the claim or proceedings unless the indemnifying Party has received written notice as soon as possible following receipt of it; and the indemnifying Party shall not be liable to the indemnified Party all reasonable assistance in connection with any claim or proceeding at the Contractor's cost and expense.

11. **Liability**

11.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, whether or not reasonably foreseeable or if either Party has been advised in writing by the other Party incurring it.

11.2 Either Party's entire liability in respect of any breach of its contractual obligations, tortious act or omission, in any representation, statement or omission arising under or in connection with this Agreement shall be limited to the actual direct loss or damage suffered by the other Party.

11.3 Notwithstanding anything to the contrary in this Agreement, neither Party's liability shall be limited in any way by this clause in his own negligence or that of his employees, agents or subcontractors. Such liability shall not be limited.

12. **Confidentiality**

12.1 Each Party (a "Receiving Party") shall keep the Confidential Information (as defined in the Confidential Information Schedule) confidential and secret and shall not use or disclose the Confidential Information available to it or any of its officers and employees who have access to the Confidential Information, other than its officers and employees who need the Confidential Information to perform their duties. The Receiving Party shall ensure that the Confidential Information is kept confidential and secret. The confidentiality obligations under this clause shall not apply to any information that is already in the public domain or becomes so through no fault of the Receiving Party.

12.1.1 at the time of disclosure or when it becomes known to the Receiving Party that the Confidential Information is in the public domain; or

12.1.2 at a later date when the Confidential Information becomes known to the Receiving Party in the public domain through no fault of the Receiving Party.

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12.2 Each Party hereby

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13. Force Majeure

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storms, earthquakes, acts...
event that is beyond the co

any failure or delay in performing...
from any cause that is beyond the...
clude, but are not limited to, power...
al action, civil unrest, fire, flood,...
governmental action or any other...
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14. Severance

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15. Notice

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sent by [registered] OR [fir...
Agreement.

parties agree that all notices to be...
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16. Entire Agreement

16.1 This Agreement o...
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orth the entire agreement and...
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17. General

17.1 Relationship Betwe...
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venture, agency, fiduciary or other relationship between the Parties.

17.2 No Waiver

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of any other provision of this Agreement. Such failure shall not constitute a continuing waiver.

Party to enforce the performance of any provision of this Agreement. Such failure shall constitute a continuing waiver.

17.3 Non-exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both Parties may enter into similar relationships with other parties.

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

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

It is agreed that where any dispute or controversy relating to this Agreement arises between the Parties that shall be referred to the arbitration of a single arbitrator to be agreed between the Parties.

relating to this Agreement arises shall be referred to the arbitration of a single arbitrator to be agreed between the Parties.

19. **Law and Jurisdiction**

19.1 This Agreement shall be governed by the laws of England and Wales.

laws of England and Wales.

19.2 [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.]

this Agreement shall be fall within the jurisdiction of the courts of England and Wales.]

IN WITNESS WHEREOF this Agreement has been executed and the foregoing has been written before written

executed the day and year first

SIGNED by

<<Name and Title of person signing for and on behalf of <<Party 1's Name>>>

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

SIGNED by

<<Name and Title of person signing for and on behalf of <<Party 2's Name>>>

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

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Party 1 Link URLs

URL	Pa	Description
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Party 2 Link URLs

URL	Pa	Description
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Fees & Payment

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Trade Marks

Party 1 Trade Marks

Trade Mark	Description
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Party 2 Trade Marks

Trade Mark	Description
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Named Competitors

Party 1 Competitors

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Party 2 Competitors

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