

WEBSITE DEVELOPMENT AGREEMENT

- A. The Developer is engaged in the business of the design and development of Internet websites; and
- B. The Client wants to retain Developer to design and develop a website

The Developer and Client agree as follows:

1. Scope of Services. Developer agrees to design and implement (the “Development Services”) the Website for Client in accordance with the specifications set forth in statement of work or the quote.

2. Price and Payment Terms. Client will pay the Price to the Developer for the Development Services according to the terms and time frames for completion set forth in the statement of work or the quote.

3. Ownership of Intellectual Property. Provided that Developer has received payment of the Price for the Development Services pursuant to this Agreement, Developer hereby assigns to Client all right, title, and interest in any intellectual property created or developed by Developer for Client under this Agreement. Content Management System (also referred to as Admin Utility) if applicable to project, is excluded from such ownership, which will remain the sole property of the Developer.

4. Confidential Information.

4.1 Confidential Information of the Client. All information relating to Client that is known or ought reasonably to be known to be confidential or proprietary, or which is respect of a client of the Client or is clearly marked as such, will be held in the strictest confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Development Services, provided that the Developer has specific prior written authorization of the Client to do so.

4.2 Confidential Information of the Developer. All information relating to Developer that is known or ought reasonably to be known to be confidential or proprietary, or which is clearly marked as such, will be held in the strictest confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement, provided that the Client has specific prior written authorization of the Developer to do so.

5. Warranty and Disclaimer. Developer warrants that the Development Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR

STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

6. Remedies.

6.1 Limitation of Remedies. Subject to subsection 6.2, the Client's sole and exclusive remedy for any claim against Developer with respect to the quality of the Development Services will be the correction by Developer of any material defects or deficiencies (the "Deficiencies") therein, of which Client notifies (the "Deficiency Notice") Developer in writing within thirty (30) days after the completion of that portion of the Development Services. In the absence of any such Deficiency Notice, the Development Services will be deemed satisfactory to and accepted by Client.

6.2 Additional Remedies. If the Developer fails to sufficiently remedy the Deficiencies to the satisfaction of the Client within fifteen (15) days after delivery of a Deficiency Notice, the Client may seek any and all manner of remedies available to it at law and equity, and may seek such remedy by way of Arbitration under section 11 or at a court of competent jurisdiction, at the sole discretion of the Client.

7. Limitation of Liability. In no event will Developer be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Development Services, whether in contract, tort or otherwise, even if Client has been advised of the possibility of such loss or damages. Client further agrees that the total liability of the Developer for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Developer, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Developer for the Development Services during the six (6) month period preceding the date the claim arises. Client will indemnify and hold Developer harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Developer therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Developer for implementation on the web site. Client will indemnify and hold Developer harmless against any claims for infringement of intellectual property, including but not limited to infringement of any copyright, trademark, patent or trade secret made against Developer by any third party.

8. Relation of Parties. The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Employee Solicitation/Hiring. During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees

or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

10. Arbitration.

10.1 Arbitration. Subject to subsection 6.2, all disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, as amended.

10.2 Final and Binding. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties.

10.3 Costs. The Arbitrator shall determine who shall bear the costs of arbitration pursuant to this section 11.

11. General.

11.1 Non-assignment. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will enure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

11.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and Canada.

11.3 Time of the Essence. Time shall be of the essence of this Agreement.

11.4 Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

11.5 Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

11.6 No Waiver. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

11.7 Entire Agreement. This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

11.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement.