

This agreement is made on .

PARTIES

(“Client”)

MOUSE & CO LIMITED (“Company”)

BACKGROUND

- A. The Company has skill and expertise in small-business administration and website design, maintenance and hosting.
- B. In consideration of the remuneration defined in the Schedule to this Agreement, the Client wishes to engage the Company to provide the Services detailed in the Schedule to this Agreement.

OPERATIVE PROVISIONS

1 The Term

The Term of this Agreement shall commence on the date of this Agreement and shall continue until terminated pursuant to the terms of this Agreement.

2 Terms

The Client acknowledges that:

- (a) the Company’s Terms of Trade and Webhosting Terms (attached) are terms of this Agreement, and
- (b) they are bound by the Company’s Terms of Trade and Webhosting Terms, and
- (c) the Company may amend its Terms of Trade and Webhosting Terms from time to time and the Client shall be bound by such amended terms from one (1) calendar month after being supplied with such amended terms.

3 Contractual status

The parties acknowledges that the Company is an independent contractor and is not an employee, representative or agent of the Client.

4 Services

In consideration of the Client making payment to the Company as set out in Clause 5, the Company will provide the Client with the services defined in Schedule to this Agreement (“Services”).

The Company shall use its best endeavors to ensure that the Services are carried out in a professional manner and at least to a level of reasonable skill and care. Notwithstanding, the Client acknowledges that it is wholly their responsibility to ensure that the Services are fit for their purposes and are conducted to a reasonably acceptable standard.

5 Payment

The Client shall pay the Company the Remuneration set out in the Schedule to this Agreement.

Payment for performance of the Services is due in accordance with the Company's Terms of Trade.

6 Access to equipment and information

The Client agrees to provide the Company with access to the Client's equipment for the purpose of meeting the Company's obligations under this Agreement. Failure of the Client to provide such access may relieve the Company of the Company's obligation to complete the Services, at the Company's discretion.

7 Indemnity

The Client warrants that it is not aware of any patent, trade mark, copyright, registered design or other intellectual property rights held by third parties which may be infringed by the performance by the Company of the Services. If there are any such rights or alleged rights the Client agrees to indemnify the Company against all liabilities for costs, damages, obligations and claims arising from such breach by the Client of those rights or alleged rights.

The Client agrees to indemnify the Company against any claims, giving rise to liability, damages and costs (including loss of profits and destruction or damage to a computer program or data) under this Agreement, including but not limited to, any claims arising from the Company's performance of the Services.

8 Termination

This Agreement may be terminated pursuant to the Company's Terms of Trade.

9 Entire Agreement

This agreement (which includes the Company's Terms of Trade and Website Hosting Terms) constitutes the entire agreement between the parties and no earlier representation, warranty or agreement in relation to any matter dealt with in this agreement has any force or effect from the date of this agreement.

10 Modification or amendment

No amendment, change or modification of this agreement will be valid unless agreed in writing and signed by both parties.

SCHEDULE

Services:

Remuneration:

Executed as an Agreement on

By:

, As Client

MOUSE & CO LTD, as Company