

# CONTRACT

This Contract made as of \_\_\_\_\_ by and between AJ Network Solutions, a Tuckahoe, NY company ("Company") and the client ("Client") \_\_\_\_\_

WHEREAS, Client desires web page consulting and design; and WHEREAS, Company desires to contract with the Client to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Work. The Company shall perform the services explained in the initial meeting between the Client and the Company, which is at least the following:
  - Discussion of intended goals of website and providing of research results about the special market, competition and advertising,
  - Selection and Registration of Client's own domain name with a registrar chosen by Client or Company,
  - Design and Programming of the website until approval by Client,
  - Publishing of finished web pages by uploading all files to a host server, chosen by Client or Company,
  - Promoting of website to search engines (SEO),
2. Payments. The Client agrees to pay the Company a fee of \$ \_\_\_\_\_, promptly after completion of the services described under Paragraph 1. At the date and time of the initial meeting the Client will pay a down payment of 10% plus expected fees to other parties, which will be deducted from the total at the end. If the Client desires to get additional service to the service described above a different fee will apply.
3. Additional payments. The Client shall reimburse the Company for any out-of-pocket expenses or fees, which reasonably incurred by the Company in the performance of the services upon the Company's submission of any request for reimbursement.
4. The Company will ask the Client for approval of the new designed web pages after the layout is finished. The Client has the right to request changes of the finished site. If the Client is unsatisfied with the result of the sketched design layout he may rescind the Contract and the Company will do no further activities. The payment of the balance will be canceled. The down payment is not refundable. The Client is still responsible for any out-of-pocket expenses related to the service accomplished.
5. Copyright. All materials provided by the Client to the Company for designing the web pages like documents, texts, tables, drawings, photos, printed images, logos, brand names and similar documentation shall be used by the Company for the purpose of web design only. The Company will not be responsible for previous copyright infringements of these materials. Upon completion or termination of this project, the Company agrees to return all materials described above to the Client.
6. The Client will accept a link to AJ Network Solutions on his home page.
7. The web pages will become property of the Client after completion. The Company will keep a security copy of all files provided to the Client.
8. Confidentiality. The Company acknowledges that Confidential Information (as defined in Section 8 of this Agreement) is of great value to the Client. Accordingly, the Company agrees not to divulge to anyone, either during or after the term of this Contract, any Confidential Information obtained or developed by the Company during the term of this Contract. Upon the expiration or termination of this Contract, the Company agrees to make no further use or utilization of any Confidential Information. The provision of this Paragraph 8 shall survive the termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

Company (AJ Network Solutions):

Client:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: E. Ulrich Mrose / Web Consultant

Printed Name: \_\_\_\_\_

Down payment of \$ \_\_\_\_\_ received by: \_\_\_\_\_ (AJ Network Solutions)