

LINKING AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

1. [Enter name of company to whose website link is to be made] of [Enter Address] ("**Client**")

and

2. [Enter name of company from whose website link is to be made] of [Enter Address] ("**Provider**")

WHEREAS

1. Client is the owner of a website whose address is [enter URL]

2. Provider is the owner of a widely visited website whose address is [enter URL].

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In this Agreement, the following expressions shall have the following meanings:-

"**Client's Website**" [enter URL]

"**Effective Date**" [enter start date]

"**Inappropriate Material**" material that under the laws of any jurisdiction where Client's Website can be accessed is any of the following:- unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, malicious, profane, libellous, defamatory, infringes any Intellectual Property Rights, infringes any advertising or other relevant codes, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code

"**Intellectual Property Rights**" all copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"**Link**" a link from Provider's Website to Client's Website, the details of which are set out in Schedule 1.

"Linking Fee" the sum(s) payable by Client to Provider for the provision of the Link as specified in Schedule 2.

"Provider's Website" [enter URL]

2. Agreement and Payment

- 2.1 In consideration of the payment of the Linking Fee, Provider agrees to establish and maintain the Link.
- 2.2 The payment of the Linking Fee will be as set out in Schedule 2.

3. Client's Obligations and Indemnities

- 3.1 Client will ensure that it will fulfil orders made through links to Client's Website from Provider's Website to the highest commercial and operational standards.
- 3.2 Client will ensure that all goods or services offered through Client's Website are of satisfactory quality and fit for purpose and will handle and resolve any disputes arising in connection with goods or services purchased through their service.
- 3.3 Client shall not be entitled to use, reproduce, modify or exploit in any manner, whether as part of their service or otherwise, any of the trademarks, logos or names of Provider without the prior, written consent of Provider.

4. Provider's Obligations and Indemnities

5. Alterations to the Link

6. Warranties and Liabilities

6. Term and Termination

8. General

IN WITNESS WHEREOF, the parties by their duly authorised representatives have executed this Agreement as of the date first above written.

Provider

Client

By :

By :

Title :

Title :

Date :

Date :

SCHEDULE 1

THE LINK

SCHEDULE 2

THE LINKING FEE

CALCULATION

MEASUREMENT

PAYMENT