

## LINKING AGREEMENT

### THIS AGREEMENT IS

1. [Enter name of] of [Enter Address] ("Client")

and

2. [Enter name of] of [Enter Address] ("Provider")

### WHEREAS

- Client is the owner of [Enter URL]
- Provider is the owner of [Enter address is [enter URL].

### IT IS HEREBY AGREED

#### 1. Definitions

In this Agreement, the following meanings:-

"Client's Website"

"Effective Date"

"Inappropriate Material" means any content of any jurisdiction that cannot be accessed is any content that is threatening, defamatory, obscene, profane, libellous, or violates Intellectual Property rights or other laws or encourages a virus, worm, or malicious code

"Intellectual Property" means all registered and unregistered trademarks, trade names, trade dress, topography rights, patents, copyrights, domain names, and applications together with all trade secrets and confidential information

secrets, know-how, rights to confidence and  
intellectual property rights

"Link"

to Client's  
are set out in

"Linking Fee"

to Provider for the  
detailed in Schedule

"Provider's Website"

## 2. Agreement and

2.1 In consideration of the fees set out in Schedule 1, Provider agrees to establish and operate the Website in accordance with the terms of this Agreement.

2.2 The payment of the Linking Fee shall be made in accordance with the terms set out in Schedule 2.

## 3. Client's Obligations

3.1 Client will ensure that the Website is maintained and operated in accordance with the terms of this Agreement and that the Website is available for use at all times.

3.2 Client will ensure that the Website is used for the purposes set out in Schedule 3 and will not use the Website for any other purpose, including the sale of goods or services, or the provision of any other services.

3.3 In the event of any breach of the terms of this Agreement, Client shall be liable to pay to Provider a sum equal to the Linking Fee, without limitation of damages, and shall be liable to pay to Provider the costs of any legal proceedings brought by Provider in connection with this Agreement. Client shall also be liable to pay to Provider the costs of any legal proceedings brought by Provider in connection with this Agreement.

Provider agrees

in Schedule 2.

through links to  
highest commercial

through Client's  
use and will  
transaction with goods or

es fully to  
directives, including  
, the Data  
n (Distance

<sup>1</sup> The parties need to agree how the Website is to be provided to Provider without infringing any rights in the Website. If the Website is to be provided anonymously enumerated, the Terms and Conditions shall be provided to Provider in accordance with the details.

to be provided to  
rather than just  
before collecting those