

WEB DESIGNER, INC. STANDARD CONTRACT

This Agreement is made this -- day of -----, 19--, between Client Company, Inc. ("Client"), having its principal place of business at -----, -----, -- ----- and Web Designer. ("WEB DESIGNER"), having its principal place of business at 1234 Any Street, Anytown, Anystate 12345. In consideration of Client retaining WEB DESIGNER to conduct an independent study for Client, it is agreed as follows:

1. Compensation and Terms

Client hereby retains WEB DESIGNER and WEB DESIGNER hereby agrees to perform the following services: Consulting services of WEB DESIGNER as required by Client, through ----- --, 19--. WEB DESIGNER will at various times perform services at Client's headquarters, at other Client facilities, or at WEB DESIGNER facilities, as directed by Client. WEB DESIGNER will perform the services at various times and for various duration as directed by Client. The following fees shall apply: \$X per hour for services when less than 25 hours of services are performed in a 90 day period. \$X per hour for services when more than 25 but less than 150 hours of services are performed in a 90 day period. \$X per hour for services when more than 150 hours of services are performed in a 90 day period. Reasonable and necessary business and travel expenses actually incurred by WEB DESIGNER shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 100 mile radius of downtown Anytown. All such expenses in excess of \$25 and all travel plans must be approved in advance by Client. WEB DESIGNER shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within thirty days of invoice. If WEB DESIGNER brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least seven days written notice to the other party.

2. Warranties

WEB DESIGNER represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

3. Insurance

WEB DESIGNER shall obtain and maintain during the term of this Agreement insurance, including worker's compensation, motor vehicle, and comprehensive general liability.

4. Independent Contractors

WEB DESIGNER acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. WEB DESIGNER shall not enter into any contract or commitment on behalf of Client. WEB DESIGNER further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Confidentiality

WEB DESIGNER recognizes and acknowledges that this Agreement creates a confidential relationship between WEB DESIGNER and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and

documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

6. Non-Disclosure

WEB DESIGNER agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. WEB DESIGNER further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

7. Property Rights

WEB DESIGNER agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to WEB DESIGNER under this Agreement shall not affect Client's exclusive ownership of the work product.

8. Office Rules

WEB DESIGNER shall comply with all office rules and regulations, including security requirements, when on Client premises.

9. Conflict of Interest

WEB DESIGNER shall not offer or give a gratuity of any type to any Client employee or agent.

10. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Anystate.

11. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, Client and WEB DESIGNER have duly executed this Agreement as of the day and year first above written. WEB DESIGNER, INC.

WEB DESIGNER, INC.

Client

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: