



WEBSITE DESIGN AGREEMENT

This Website Design Agreement (the **"Agreement"**) is entered into _____ (the **"Effective Date"**), by and between _____, with an address of _____ (the **"Client"**) and _____, with an address _____, (the **"Designer"**), collectively **"the Parties."**

1. **Project Description.** Client wishes to hire Designer to create a **Block-Tree** profile inclusive of listing submissions, native email address with cPanel access to xxxxxxx@block-tree.tech (cPanel information provided with agreement). The specific requirements and the details as stated by Client are as follows:

2. **Schedule (Optional).** The Parties agree to the following schedule:

Initial Design Date: _____

Client Comment/Approval Date: _____

Final Design Date: _____

3. **Revisions.** Client shall be entitled to **10** revisions. Any revisions beyond **10** shall be chargeable at a rate of **\$00** payable in BUSD or USDT prior to change.

4. **Payment.** The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: _____

Upfront Fee (Due Before Project Start Date): **No Charge** _____

Remaining Balance Due: _____

5. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Website in its final form. Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

6. **Ownership Rights.** Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Project. Designer has no rights to this proprietary information

and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Designer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

7. Representations and Warranties.

Designer: Designer represents and warrants that he/she has the right to enter and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. If the Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client: Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. If Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

8. **Disclaimer of Warranties:** Designer shall create a Website for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).
9. **Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

10. **Legal Fees:** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
11. **Assignment:** The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.
12. **Termination:** We would really hate to see You go. If You decide we aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

13. Dispute Resolution:

Negotiation: We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

Mediation/Arbitration: If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.

Litigation: If litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.

14. **Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.
15. **Severability:** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

16. **Complete Contract:** This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

17. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

18. **Let's Shake Hands:**

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below. This Agreement will become effective on completion of both party signatures.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"

Signed: _____
Date: _____

"DESIGNER"

Signed: _____
Date: _____