

# Web Design Agreement Contract

Prepared for:

Created by:

This Web Design Agreement is entered into as of date by and between Jaskin Tech and \_\_\_\_\_, both of whom agree to be bound by this Agreement.

WHEREAS, \_\_\_\_\_ has conceptualized a website, as described on Exhibit A attached hereto (the "Website") and desires to hire Jaskin Tech, who is engaged in the business of website development, to design such Website.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, \_\_\_\_\_ and Jaskin Tech hereto (each individually a "Party" and collectively the "Parties") agree as follows:

## 1. WEB DESIGN SERVICES.

Jaskin Tech shall develop all deliverables required to implement the Website as described on Exhibit A attached hereto (the "Services").

## 2. FEES AND EXPENSES.

2.1. Fees. \_\_\_\_\_ shall pay Jaskin Tech a set price with an initial deposit of 30%, and the rest to be subsequently received in installments upon each project milestone reached.

2.2. Invoicing. Jaskin Tech shall provide an invoice to \_\_\_\_\_ within the first five (5) business days of the project commencement for the initial deposit of 30%. Invoices shall be due and payable within fifteen (15) days of receipt.

## 3. TERM AND TERMINATION.

This Agreement shall last from the date of execution to the completion of the Services, as described herein. \_\_\_\_\_ may terminate this Agreement for any reason with fifteen (15) days notice to Jaskin Tech. Upon such notice of termination, Jaskin Tech will provide an invoice to \_\_\_\_\_ outlining all costs incurred to the point of such notice. Such costs shall be due and payable upon termination. Jaskin Tech may withhold any deliverables pursuant to the Services until such payment is made in full.

## 4. DELIVERY.

Jaskin Tech shall deliver all deliverables pursuant to the Services as described on Exhibit A. If the Website as delivered does not conform with the specifications described on Exhibit A, \_\_\_\_\_ shall within fifteen (15) days of the date of delivery notify Jaskin Tech in writing of the ways in which it does not conform with such specifications. Jaskin Tech agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity. If such notice is not received within fifteen (15) days the Website shall be deemed to conform entirely with the specifications described on Exhibit A.

## 5. CHANGE IN SPECIFICATIONS.

\_\_\_\_\_ may request that changes be made to the specifications outlined on Exhibit A, or other aspects of the Agreement and tasks associated thereto. In the event that the proposed change will, in the sole discretion of the Designer, require a delay in the delivery of the Website or would result in additional expense to \_\_\_\_\_, then \_\_\_\_\_ and Jaskin Tech shall confer and \_\_\_\_\_ shall, in its discretion, elect either to withdraw the proposed change or require Jaskin Tech to deliver the Website with the proposed change and subject to the delay and/or additional expense.

## 6. PROPRIETARY RIGHTS.

\_\_\_\_\_ shall be the owner of all right, title, and interest in any intellectual property in the Website and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time. Jaskin Tech acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. Jaskin Tech hereby assigns to \_\_\_\_\_ without further compensation all of its right, title, and interest in the Website and any and all related intellectual property rights thereto.

## 7. INTELLECTUAL PROPERTY WARRANTY.

Jaskin Tech warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. \_\_\_\_\_ warrants and represents that any content provided to Jaskin Tech to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify Jaskin Tech against any claim that results from the provision of such allegedly infringing content.

## 8. JURISDICTION AND VENUE.

This Agreement shall be construed with and governed by the substantive laws of the country of Ghana. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the federal courts located in the country of Ghana and said federal courts for the country of Ghana shall be the only appropriate jurisdiction and venue for such claim or controversy.

## 9. NO WAIVER OR MODIFICATION.

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change signed by both Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Stock Subscription Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.