

WEB DESIGN AGREEMENT

This Agreement is made this _____, _____. _____, owned and operated by _____, having its principal place of business at _____, ("Client"), and Dean A. Banks ("Webmaster"), having its principal place of business at 13 W. Market Street, Suite 4, Wilmington, DE. 19804. In consideration of Client retaining Webmaster to conduct an independent study and web design for Client, it is agreed as follows:

1. Compensation and Term

Client hereby retains Webmaster and he hereby agrees to perform the following services: Web design services of Webmaster as required by Client, through _____, _____. Webmaster will at various times perform services at Client's headquarters, at other Client facilities, or at Webmaster facilities, as directed by Client. Webmaster will perform the services at various times and for various durations as directed by Client.

The following fees shall apply:

\$50.00 per hour (Fifty dollars per hour) for all services performed on the website until completion during the term of this agreement.

Reasonable and necessary business and travel expenses actually incurred by Webmaster 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 Wilmington, DE. All such expenses in excess of \$25 and all travel plans must be approved in advance by Client.

Webmaster 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 Webmaster 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 by Webmaster

Webmaster 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. Independent Contractor

Webmaster acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Webmaster shall not enter into any contract or commitment on behalf of Client. Webmaster 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.

4. Confidentiality

Webmaster recognizes and acknowledges that this Agreement creates a confidential relationship between Webmaster 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."

5. Non-Disclosure

Webmaster agrees that, except as directed by Client, it will not at anytime 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. Webmaster further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

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6. Grant

Webmaster 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 Webmaster under this Agreement shall not affect Client's exclusive ownership of the work product.

7. Office Rules

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

8. Conflict of Interest

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

9. Governing Law

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

10. 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.

11. Payment

Client shall pay 50% (fifty percent) of the total estimated fees in advance. Upon completion of website and final approval of the Client, the remaining 50% (fifty percent) shall be due and payable immediately.

12. Estimated Fees (All fees are minimum charges)

Up to 10 pages of standard HTML design... \$5000.00

Additional Services:

Up to 25 hours of database design... \$2500.00

Up to 25 hours of eCommerce Shopping Cart design... \$2500.00

Up to 10 hours of research, project coordination, and usability... \$500.00

Total... \$5000.00 Payments... \$2500.00 deposit, \$2500.00 upon completion.

Any additional pages, scripts, and studies shall be billed at a rate of \$50.00 per hour (Fifty dollars per hour) until completion, during the term of this agreement.

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

WEBMASTER _____ CLIENT _____

Name:

Title:

Date: