

New Business Generator Ltd

This Services Agreement (the Agreement) is made the _____ day of _____ 2007.

BETWEEN New Business Generator Ltd of 16 Cross Street, Leamington Spa, Warwickshire, CV32 4PX, (the Company)

and

_____ of _____
----- (the
Customer)

whereby the parties agree as follows:-

1. Services

The Company agrees (subject to Clause 2 below) to develop and operate a website in order to procure business leads for its subscribers including the Customer and to carry out the services more particularly described in Appendix A. The Services shall be performed in accordance with the Company's standard procedures so long as such procedures do not conflict with the expressed terms of this Agreement.

2. Customer Obligations

The Customer will provide details of itself and its services in the format required by the Company and the Customer shall notify the Company which of the listed types of work it is seeking through the website. In addition however the Customer will provide a link to its own website. If the Customer requires reference to its own client on the website, it must provide written evidence of the approval of that client for the reference. All information provided by the Customer must be legal decent and truthful.

3. Fees

- 3.1 In consideration for the provision of the Services by the Company the Customer shall pay the monthly fee of £350.00. This shall be payable in advance on the first working day of each month of this agreement by standing order or as otherwise agreed in writing by the parties.
- 3.2 The Customer will be entitled to a 14 day free trial. However unless the Customer terminates the contract before the end of the 14 day free trial period then it shall be invoiced on the fourteenth day, for the first month, including those fourteen days.

- 3.3 The company reserves the right to change the price after 6 months and once a year thereafter but at no rate greater than 5% above the rate of inflation (calculated by reference to the Retail Price Index) for the previous year unless otherwise stated within the proposal.

4. Term

This Agreement shall be effective from the date hereof or otherwise agreed in writing by the parties and shall continue, subject to the 14 day free trial, until the expiry of at least 30 days written notice given by one party to the other to expire at the end of a month of the agreement. Either party may terminate this Agreement without notice upon the other party's breach of any term, condition or obligation hereunder if such breach is not remedied (if remediable) (i) within ten days from the date of written notice in respect of any monetary obligation and (ii) within thirty days from the date of written notice with regard to any other breach

5. Customer Responsibilities

In addition to the obligations of the Customer as otherwise specified in this Agreement, the Customer shall be solely responsible for the following:

- 5.1 The accuracy and content of any information provided by the Customer to the Company;
- 5.2 Any information or data that the Customer receives as a result of the use of the Services, including without limitation, the entire responsibility for any losses of data, programmes, breaches of security, viruses and disabling or harmful devices that the Customer may download or otherwise experience as a result of the Customer's use of the Services;
- 5.3 The Customer agrees to use the Services in a manner consistent with any and all applicable laws and regulations;
- 5.4 Notifying the Company at least seven days in advance if it requires to change any business details or to stop providing any Services being offered through the website.
- 5.5 to provide in a timely fashion such reasonable information relating to the website as may be requested by the Company.

6. Ownership

All materials, documentation, computer programmes, inventions, (whether or not patentable), pictures, audio, video, artistic works and all works of authorship, including all world wide rights therein under patent, copyright, trade secret or other property right, created or developed by the Company while providing Services (collectively, "Work Product") are owned by the Company. The Company shall not be liable to return any artwork or other material supplied by the Customer for the purposes of the Services. The Work Product shall not include the confidential information (defined below) of the Customer. If ownership of all right, title and interest of the intellectual property rights in the Work Product shall not otherwise vest exclusively in the Company, the Customer hereby assigns to the Company and upon the future creation thereof automatically assigns to the Company without further consideration, the ownership of the Work Product.

7. Limitation of Liability

- 7.1 In no event (death or personal injury excepted) will the Company be liable to the Customer for any indirect, incidental or consequential costs claims damages or expenses arising out of this Agreement or the Services, including for economic loss or loss of profit even if the Company has been advised of the possibility of such damages. In any case the Company's liability to the Customer for actual damages for any cause whatsoever, regardless of the form of the action, will be strictly limited to 125% of the fees paid for the prior twelve months.
- 7.2 The Customer shall indemnify the Company against any and all liability arising from the use on the website of information and material provided by the Customer including all costs claims damages expenses for which it may liable.
- 7.3 The Company does not warrant that the Services are without error and the Customer will not be entitled to refuse to pay the fees by reason of any error or omissions therein or for any loss or damage of any kind whatsoever which it may suffer as result thereof, unless the same is due to the gross negligence of the Company in which event the Company's liability for all claims shall not exceed 125% of the fees paid for the prior twelve months.

8. Confidential Information

- 8.1 Each party hereto
- 8.1.1 shall use reasonable care and discretion to prevent disclosure, publication or dissemination of the other parties confidential information (defined below) and
- 8.1.2 shall not use, reproduce, distribute, disclose or otherwise disseminate the confidential information except in connection with the performance of its obligations under this Agreement
- 8.2 As used herein the term "Confidential Information" means any and all data and information relating to the business of the disclosing party
- 8.2.1 of which the receiving party becomes aware as a consequence of or through this Agreement;
- 8.2.2 which has value to the disclosing party and is not generally known by its competitors;
- 8.2.3 which is treated by the disclosing party as confidential and
- 8.2.4 which has been reduced to tangible form and marked clearly and conspicuously with a legend identifying its confidential or proprietary nature, provided, however, that confidential information does not include any data or information which is already know to the receiving party, or which
- (i) has become generally known to the public through no wrongful act of the receiving party;
- (ii) has been rightfully received by the receiving Party from a third party without restriction on disclosure and without a breach of an obligation of confidentiality running directly or indirectly to the other party hereto so far as the receiving party is aware;

- (iii) has been disclosed pursuant to a requirement of a Governmental Agency of Law without similar restrictions or other protection against public disclosure, or is required to be disclosed by operation of law;
- (iv) is independently developed by the receiving party without use, directly or indirectly, of the confidential information received from the other party hereto; or
- (v) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information. Confidential information may include, but is not limited to, information relating to the products, processes or financial affairs of the disclosing party.

9. Data Transmission

The Company may collect, hold, control, use and transmit data obtained from and about the Customer in the course of its Services and operation of the Web Site. By signing this Agreement the Customer agrees to such data being so used and further agrees that it may be transmitted to others in accordance with the Company's registration under the Data Protection Act 1998.

10. Entire Agreement

This Agreement contains the entire understanding between the parties with respect to the products and services to be provided by the Company and no representations, statements or inducements, aural or written, not contained herein shall bind either party.

11. Non-disclosure of Terms

- 11.1 Except pursuant to Court Order or as otherwise required under the judicial or regulatory proceedings, neither party shall disclose the existence or the terms and conditions of this Agreement without prior written consent to the other party.
- 11.2 Notwithstanding the above the Company may use the name, logo and details of the Customer for case studies and other marketing purposes, subject to prior approval of the content.

12. Force Majeure

Neither party shall be liable to the other if its performance of its obligations under this Agreement (other than obligation to pay money) is prevented or hindered due to any circumstance outside its control.

13. Miscellaneous

Should any part of this Agreement, for any reason, be declared invalid by a Court of Competent Jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect. This Agreement is governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England. This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

Appendix A

Services

1. To develop and maintain the website to procure sales leads for the subscribers
2. To maintain the site and use all reasonable endeavours to keep it online at all times
3. To display material relating to the Customer on that site in format and content to be agreed.
4. To use all reasonable endeavours to optimise and market the website
5. To forward to the Customer all business leads procured through the website which relate to services for which the Customer has requested leads.

IN WITNESS whereof the Company and the Customer have caused this Agreement to be executed by their respective duly authorised officers or representatives, effective upon the day and year first written

Company

Customer

.....
authorised signature

.....
authorised signature

Print Name

Print Name

Title

Title

Date

Date