

**DATED** \_\_\_\_\_

**(1) << >>**

**(2) << >>**

## **LINK EXCHANGE AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)    <<Name of Party 1>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("Party 1") and
- (2)    <<Name of Party 2>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("Party 2")

**WHEREAS:**

- (1)    Party 1 provides <<Insert description of services>> through its website at <<URL>> ("Site 1").
- (2)    Party 2 provides <<Insert description of services>> through its website at <<URL>> ("Site 2").
- (3)    The Parties wish to exchange links between their websites in accordance with the terms and conditions set out in this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1    In this Agreement the following terms shall have the following meanings:

<b>"Business Day"</b>	means any day other than Saturday or Sunday that is not a bank or public holiday;
<b>"Commencement Date"</b>	means <<Insert date of Agreement>>;
<b>"Confidential Information"</b>	means all business, technical, financial or other information created or exchanged between the Parties in the course of fulfilling their obligations under this Agreement;
<b>"Current Term"</b>	means the Term that the Parties may be in at any given time;
<b>"Intellectual Property Rights"</b>	means any rights subsisting in a copyright work, trade mark, patent or design and shall be construed in accordance with the Copyright Designs and Patents Act 1988, Trade Marks Act 1994 and Patents Act 1977;
<b>"Site"</b>	means the website of either Party;
<b>"Term"</b>	means the term of this Agreement, as defined in Clause 8 of this Agreement, during which the Parties shall provide links to each other's Sites under the terms and conditions set out in this Agreement.

- 1.2 The headings used for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.3 Words imparting the singular shall include the plural and vice versa.
- 1.4 References to any gender shall include the other gender
2. **Link Exchange**
- 2.1 Each Party shall establish a hypertext link[s] to the other Party's Site using the URL[s] set out in Schedule 1 to this Agreement.
- 2.2 All links established pursuant to this Clause shall be either in plain text or shall be underlined and shall be approved by the relevant Party for that purpose.
- 2.3 Neither Party may, without the prior written authorisation of the other, use any image, logo or other graphic element in connection with the framing for links to the other Party's Site.
- 2.4 Both Parties shall ensure that links to the other Party's Site remain functional and up-to-date. If a link is found to be broken, the Party responsible for maintaining the link shall be notified in writing, providing a copy of the broken link, within 5 Business Days' notice and specifying the date that such change is required.
3. **[Fees & Payment]**
- Each Party shall pay the fees set out in Schedule 2 to this Agreement in accordance with the terms and conditions set out in Schedule 2.
4. **Site Maintenance and Content**
- 4.1 Each Party shall be responsible for maintaining and updating its own Site. Subject to the provisions of Clause 4 and to Sub-clause 2.4 above neither Party shall be liable to the other Party in relation to the maintenance or updating of the other Party's Site.
- 4.2 Subject to Sub-clause 4.3, neither Party may host any content that is unlawful, defamatory, obscene, or that infringes any other third party rights whatsoever.
- 4.3 Neither Party shall be liable to the other Party for content added to their Site by third parties, provided that the Party receiving the content from the other a written notice of the content that falls within that described in Sub-clause 4.2 of this Agreement within 5 Business Days of the date of receipt of the content must be removed within << 5 Business Days of the date of receipt of the content.
5. **Trade Marks**
- 5.1 Party 1 hereby grants to Party 2 a non-exclusive, non-transferrable, royalty free licence to use the trade marks being detailed in Schedule [3] of this Agreement.
- 5.2 Party 2 hereby grants to Party 1 a non-exclusive, non-transferrable, royalty free licence to use the trade marks being detailed in Schedule [3] of this Agreement.

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## 7. Representation and Warr

7.1 Party 1 hereby repr

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7.1.3 it has the right to terminate the granting party.

7.2 Party 2 hereby represents and warrants that:

7.2.1 Site 2 does not contain any content that is unlawful, obscene, defamatory, or infringes any other third party rights whatsoever;

7.2.2 Site 2 is available and, subject to the provisions of Clause 12 of this Agreement, shall be available for maintenance or downtime for as long as possible to all users of the internet; and

7.2.3 it has the right to terminate the granting party.

## 8. Term and Termination

8.1 This Agreement shall commence on the Commencement Date and shall continue in force for the Initial Term (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall be renewed automatically for successive terms of the same duration (each a "Renewal Term") unless and until terminated in accordance with this Clause 8.

8.2 Either Party may terminate this Agreement by giving << >> Business Days' prior written notice to the other Party if:

8.2.1 at any time the other Party has committed a material breach of this Agreement and the breach has remained unremedied << >> Business Days after written notice of that breach; or

8.2.2 if the other Party is in liquidation whether compulsory or voluntary (including any arrangement of bona fide reconstruction or amalgamation with its creditors or makes any assignment for the benefit of its creditors, or if it has a receiver or administrator appointed over the whole or any part of its undertaking or assets, or if it ceases to carry on its business, or makes any arrangement for the reconstruction or reorganization of its affairs, or if it suffers any analogous process under applicable law).

8.3 Either Party may renew the Agreement at the end of the Current Term for another term of << >> Business Days by giving written notice in at least << >> Business Days before the end of the Current Term.

8.4 Upon the termination of this Agreement for any reason, each Party shall remove the links to the terms and conditions of this Agreement.

8.5 Upon the termination of this Agreement for any reason, all licenses granted herein shall also terminate.

## 9. Indemnity

Each Party hereby agrees to indemnify the other Party against any and all liability, loss, damage, costs, legal costs and other expenses of any nature whatsoever incurred or suffered by the other Party arising out of any dispute or claims or proceedings brought by a third party resulting from the negligence or knowing misconduct of the other Party provided that:

- 9.1 the indemnified Party shall indemnify the indemnifying Party of any claim or proceeding brought against the indemnifying Party as a result of the indemnifying Party's negligence or knowing misconduct;
- 9.2 the indemnified Party shall indemnify the indemnifying Party of any claim or proceeding brought against the indemnifying Party as a result of the indemnifying Party's negligence or knowing misconduct at the latter's cost and expense;
- 9.3 the indemnified Party shall indemnify the indemnifying Party of any claim or proceeding brought against the indemnifying Party in connection with any claim or proceeding brought against the indemnifying Party at the Contractor's cost and expense.

## 10. Liability

- 10.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, whether or not reasonably foreseeable or if either Party has been advised in writing by the other Party that it is not to be liable for such loss or damage.
- 10.2 Either Party's entire liability to the other Party in respect of any breach of its contractual obligations under this Agreement, any representation, statement or tortious act or omission arising under or in connection with this Agreement shall be limited to the actual direct loss suffered by the other Party.
- 10.3 Notwithstanding anything to the contrary in this Agreement, neither Party's liability to the other Party for its own negligence or that of his employees, agents or subcontractors shall be limited.

## 11. Confidentiality

- 11.1 Each Party (a "Receiving Party") shall keep the Confidential Information belonging to the other Party (a "Supplying Party") confidential and secret and shall not use or disclose the Confidential Information available, in whole or in part, to any third party, including its officers and employees who are not bound by confidentiality obligations, except as may be necessary for the Receiving Party to perform its obligations under this Agreement, provided that such officers and employees are also bound by confidentiality obligations and the Confidential Information confidential and secret. The foregoing obligations shall not apply to any information that is already in the public domain at the time of disclosure or that becomes part of the public domain through no fault of the Receiving Party.
- 11.1.1 at the time of disclosure;
- 11.1.2 at a later date.
- 11.2 Each Party hereby agrees that:
- 11.2.1 that all Confidential Information shall be and shall remain at all times the sole and exclusive property of the Supplying Party;
- 11.2.2 that its right to use the Confidential Information shall wholly cease upon the termination of this Agreement.

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termination of this Agreement all  
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hereof and all copies thereof.

## 12. Force Majeure

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any failure or delay in performing  
from any cause that is beyond the  
ude, but are not limited to, power  
al action, civil unrest, fire, flood,  
governmental action or any other  
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## 13. Severance

The Parties agree that, i  
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## 14. Notice

Unless otherwise stated in  
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parties agree that all notices to be  
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## 15. Entire Agreement

15.1 This Agreement o  
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15.2 Unless otherwise  
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## 16. General

16.1 Relationship Betwe  
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shall be that of an independent  
ll not create any partnership, joint  
relationship between the Parties.

16.2 No Waiver  
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Such failure shall

arty to enforce the performance of  
nstitute a waiver of the right to  
other provision of this Agreement.  
a waiver of any preceding or

subsequent breach of this Agreement shall constitute a continuing waiver.

16.3 **Non-exclusivity**  
The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both Parties shall be free to enter into similar relationships with other parties.

17. **[Dispute Resolution (Arbitration)]**  
It is agreed that where any dispute or claim relating to this Agreement arises between the Parties that shall be referred to the arbitration of a single arbitrator to be agreed between the Parties.

18. **Law and Jurisdiction**

18.1 This Agreement shall be governed by the laws of England and Wales.

18.2 [Any dispute between the Parties arising out of or in connection with this Agreement shall be fall within the jurisdiction of the courts of England and Wales.]

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written

SIGNED by

<<Name and Title of person signing for and on behalf of <<Party 1's Name>>>>

In the presence of  
<<Name & Address of Witness>>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Party 2's Name>>>>

In the presence of  
<<Name & Address of Witness>>>

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Party 1 Link URLs

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Party 2 Link URLs

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**Fees & Payment**

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Trade Marks

Party 1 Trade Marks

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Party 2 Trade Marks

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