



Globalizard Technical
Business Services
314 West 92nd Street, 1R
New York, NY 10025
www.globalizard.com
212-877-6267

AGREEMENT FOR PRODUCTION OF OHADSHULMAN.COM WEBSITE

This is an agreement between Larry Imberman (“Purchaser”) and Globalizard (“Seller”) for the purposes of design services and between both Larry Imberman and Ohad Shulman (“Purchaser”) and Globalizard for the purposes of domain name and hosting. WHEREAS, Seller is the legal owner of the World Wide Web domain “Ohadshulman.com” (the “Domain Name”); and WHEREAS, Purchaser wishes to purchase the domain and all rights thereto; Therefore, the parties agree as follows:

A. Domain name transfer:

1. **Subject to the terms of this agreement**, Seller, Globalizard, who purchased the domain name ohadshulman.com in conjunction with a 1-year ad-free hosting package (at the express verbal request of Mr. Ohad Shulman during telephone calls on 22May 2008 and 6June 2008, and who, not wishing to use a credit card or personal check, explicitly requested Globalizard to purchase said domain name together with one year to enable him to pay \$100 cash for same), hereby transfers and assigns to Purchaser, Larry Imberman, all right, title, and interest in and to the Domain name.
2. **Payment:** As consideration for the matters set forth in Section 1, Purchaser agrees to pay the sum \$100 for one year of hosting and domain name registration.
3. Purchaser hereby confirms receipt of notification that both domain name and hosting are not one time purchases and must be renewed either separately or together, on an annual basis for continued use.
4. WHEREAS Purchaser is not the same individual or entity as the original domain name registrant, Purchaser must provide written authorization signed by the original registrant authorizing transfer of domain name to Larry Imberman.
5. **Registration Transfer.** Once the Seller receives the consideration set forth in Section 1, and a transfer processing fee of \$20 he shall promptly (within 5 business days) initiate transfer of the domain name to Purchaser as required by the domain name registrar, subject to the rules and regulations of said registrar. Important Note: No 2nd transfer allowed by registrar for 60 days.



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- B. **Written notifications:** Once the above transaction has been completed, the domain will be in the complete control of the new registrant and Globalizard will no longer have any access to the account for verification purposes. The only document Globalizard will provide after the transfer is receipt for payment of the current annual invoice plus the \$20 transfer fee, which will be provided in a timely manner, together with the transfer account information, via email only, upon receipt in full for consideration as described in the rest of this contract, either in USD cash or clearance of deposited USD check. Future transactions for the domain name will be effected via the user account created at the time of transfer. The details of this user account will be provided via email as part of the name transfer. **The new account owner must log in and accept transfer of this account within 10 business days, or the transfer will be considered refused and revert to the previous record holder.**
- C. **Current Charges:** Payment of the invoice dated 14 July 2008, will bring the domain name and hosting account current up to 21 May 2009 and pay the design charges in full, pursuant paragraph F Payment Arrangements below. Transfer of domain name involves a one time \$20 transfer fee.
- D. **Future charges:** The current domain name registration/hosting package expires on 21 May 2009 **and must be renewed prior to that date** for continued use of hosting services and/or the domain name. Renewal notices begin 90 days prior to expiration of both the domain name and the hosting package. Either or any of the following conditions will incur new charges:
1. Domain name renewal information is sent via email to the email address provided during the domain name transfer process. The domain name registration agreement, which is accessible online, contains the legal definition of this transaction and states that the default setting is to renew automatically.
 2. If the domain name is not renewed before the expiration date, Ican, the international registration body will shut it off, even if the hosting is paid.



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3. If the domain name is disabled by Icann, a redemption fee will be required in addition to the annual registration fee. This Icann fee varies from time to time and has historically been between \$100 and \$150. The amount is set by Icann and cannot be waived once the account goes into the redemption period.
4. Hosting is an annual fee as agreed to by Ohad Shulman. If the account goes beyond 30 days past due, the hosting will be cancelled.
5. The user is free to cancel either one or both of these services separately or together, by notifying the domain registrar within 30 days of renewal. As stated in the Domain Name Registration Agreement, the default setting for domain name registration and hosting is for automatic renewal. Current industry standards deem lack of cancellation notification within 30 days of renewal as an automatic renewal request.
6. Severance. There is no obligation on the part of the Purchaser to renew either the domain name or the hosting. Renewal of either product has no connection to the other. However, as noted in D. 2 above, not paying for both at the same time MAY result in interruption of online services.

Given the foregoing, I neither cannot nor will not state that I will never demand payment from either Larry Imberman or Ohad Shulman in the future as this depends on the future actions or non-actions of said individuals with regard to renewals.

It is hereby stated, that in order to pay the above mentioned annual hosting and domain name renewals via a private account, use of an international credit card is required. This account was set up via Globalizard at the users request to pay cash for the domain name and hosting. **The requested transfer in Item A above will permanently cancel the option to renew by any other means than credit card via the Globalizard web site.**



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E. **Copyright.** Both in my initial meeting with Ohad Shulman in Akko, and subsequent telephone conversations, Ohad Shulman made it clear that in return for a multi-page site instead of a one page site, he agreed to the following:

- A. In order to maintain portfolio credentials and the integrity of any applicable copyrights, Globalizard shall be entitled to maintain a copyright credit with hypertext link visible on the bottom (or in the footer) of each page with an active link to www.globalizard.com.
 - B. Globalizard is entitled to reproduce samples of the client's website in our portfolio, marketing, and educational materials.
 - C. Ohad Shulman retains all rights to the content and "look and feel" of the website.
 - D. Globalizard retains the rights to the code in the original site as delivered.
- F. **Payment Arrangements.** Payment shall be made in full, in US Dollars, within 15 days of billing via invoice in which occurred on 14 July 2008 pursuant the following conditions:
- A. Discounted 1-year domain name/FTP hosting package account: \$100.
 - B. Discounted Design and creation of one page: \$150
 - C. 5-Page design and creation: copyright consideration on site per paragraph E above.
 - D. Overdue accounts are subject to a service charge of 1% per month.



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- G. Change of Terms.** Any change of in the terms of this Agreement will result in a change in the Payment Arrangements. The following items are specific but not exhaustive examples:
- A.** Refusal to abide by Paragraph F, subparagraph C will result in immediate demand for full, non-discounted design fees of \$150 per page, total \$750.
 - B.** Early Cancellation of annual discounted hosting fees will result in the following fees:
 - 1. Cancellation fee of \$50, and reinstatement in full of all set up and domain name fees to include:
 - A. \$50 set up fee for domain name
 - B. 2-year domain name registration fee of \$49.99

H. Signatures:

Signed: Larry Imberman

Signed: Ohad Shulman

Signed: Esther S. Stepansky
For Globalizard