

AGREEMENT

FOR

**THE DEVELOPMENT AND ONGOING MANAGEMENT
OF AN INTERNET WEBSITE**

Between

FEDERATION INTERNATIONALE DES ECHECS

and

GLOBAL CHESS B.V.



THIS AGREEMENT IS MADE ON 15TH NOVEMBER 2007,

BETWEEN:

- (1) **FEDERATION INTERNATIONALE DES ECHECS**, a [federation] established under the laws of Switzerland and having its registered address at 9 Syggrou Avenue, Athens, Greece 11743 (**FIDE**); and
- (2) **GLOBAL CHESS B.V.**, a company established under the laws of the Netherlands and having its registered address at Groenburgwal 55 hs, 1011 HS, Amsterdam, the Netherlands (**Global Chess**).

WHEREAS:

- (A) FIDE wishes to maintain, update and further develop its website located at the internet URL: <http://www.fide.com> ("the Website").
- (B) FIDE have selected Global Chess to develop, update and manage the Website and the content of the Website with a view to making the Website more popular and more utilised (as measured by the Website receiving more "hits"), not only amongst the chess-playing community but also amongst those internet users looking for information about the game of chess and related activities.
- (C) FIDE and Global Chess have agreed that Global Chess shall provide the Services to FIDE on the terms set out in this agreement.

1. INTERPRETATION

1.1 In this agreement:

Charges means the fees to be paid for the Services by FIDE, as more fully set out in clause 4;

Dispute Resolution Procedure means the procedure for the resolution of disputes set out in the Master Agreement ;

Effective Date means the date of this agreement by the party signing last in time;

FIDE Data means all data, information, text, photos, videos, drawings, records, documents and other materials which are embodied in any medium (including any electronic, optical, magnetic or tangible media) which are either owned or originated by or on behalf of FIDE and which are or may be used in connection with the provision or receipt of the Services or to which Global Chess has access under this agreement; or which Global Chess or any Subcontractor is required to generate, collect, process, store or transmit under or in connection with this agreement other than any Global Chess IPR or Third Party IPR;

FIDE Interface team means the FIDE Deputy President and the FIDE Treasurer.

FIDE Supplied Materials has the meaning given to it in clause 8.1(a);

Global Chess IPR means any material, item or thing, the Intellectual Property Rights vested in Global Chess;

Intellectual Property Rights means (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Master Agreement means the agreement between the parties dated Saturday 2nd June 2007;

Services means those services set out in clause 0 and Schedule 2 to this agreement;

Subcontract means any contract or agreement entered into by Global Chess, together with FIDE, and any third party (whether or not in writing) under which that third party ("the Subcontractor") agrees to provide all or any part of the Services or other information or information facilities or services used in the provision of all or any part of the Services;

Term means the period starting from 1st September 2007 to 31st December 2013;

Third Party IPR means any material, item or thing, the Intellectual Property Rights vested in a third party.

1.2 If there is any conflict or inconsistency between any of:

- (a) a term in the main part of this agreement;
- (b) a term in any of the schedules, including the appendices to the schedules; and
- (c) any term included in any other document incorporated by reference into this agreement (including the Master Agreement),

the term falling into the category first appearing in the list above shall, unless expressly stated otherwise, take precedence.

1.3 The schedules and appendices form part of this agreement.

2. PROVISION OF SERVICES AND EXCLUSIVITY

2.1 In consideration for the payment of the Charges, FIDE hereby appoints Global Chess, and Global Chess hereby accepts that appointment, to supply to FIDE the Services with effect from the Effective Date and for the Term in accordance with the terms of this agreement. Subject to clause 2.2, Global Chess shall be the exclusive supplier of the Services to FIDE.

2.2 Global Chess has the right, to be exercised by Global Chess at its sole discretion, and acting reasonably, to appoint Subcontractors to perform all or parts of the Services. FIDE will appear as a party to any Agreement which will also stipulate FIDE's right to carry on with the services of any Subcontractor if Global Chess terminates this Agreement at any point in time during the Term.

2.3 Global Chess shall, subject to the terms of this agreement, be responsible for structuring, designing (or re-designing, as the case may be) and managing the content of the Website web pages (Content). In doing so and in providing the Services, Global Chess shall be entitled to carry out updates and amendments to the Content in line with the provisions of clause 2.4.

2.4 The Content will be provided by various sources, amongst them the FIDE PR Director, accredited journalists, other members of FIDE, and news reports on areas of interest to users of the Website and the chess-playing community in general. The parties agree that there is different type of news content and articles requiring different forms of authorisation or approval.

- (a) **Tournament reporting.** It is agreed that during tournaments, news articles reporting on the games, results, interviews and other related articles will be updated by Global Chess without requiring the consent of FIDE;

- (b) **Live news articles.** These articles may require updating on the Website within a short time frame and FIDE reserves the right to withhold any article or request editing of an article within the following time frames. Articles posted in the 'live' section by the Web Manager after 6.00 pm each day, will be considered as being authorised by FIDE, to be published, if no objection has been made by the FIDE Interface or FIDE PR and Marketing Director by 9.00 am the following day. Articles posted in the 'live' section by the Web Manager after 6.00 am each day will be considered as being authorised by FIDE to be published, if no objection has been made by the FIDE Interface or FIDE PR and Marketing Director by 9.00 pm on the same day.
- (c) **Hibernated articles.** There will be a number of articles which will be used from time to time as buffer articles and are not considered urgent. Articles posted in the 'hibernation' section by the Web Manager will be considered as being authorised by FIDE, to be published, if no objection has been made by the FIDE Interface or FIDE PR and Marketing Director within one week of posting into the hibernation section.
- (d) Global Chess may, in exceptional cases, post news articles to the FIDE website without seeking a priori approval of the FIDE Interface or FIDE PR and Marketing Director.
- (e) Global Chess shall, once it has obtained the consent of the FIDE Interface or FIDE PR and Marketing Director, to any Content, if required, load any new web pages or Content on to the web hosting server (the capacity of that server, and the specifications and address for the server, to be determined by Global Chess and FIDE from time to time).

2.5 FIDE reserves the right, through the FIDE Interface or through the FIDE PR and Marketing Director, to request that Content is edited or removed if it finds that there is a reasonable problem to the Content used on a particular news item or article on the Website.

3. DEVELOPMENT AND ONGOING MANAGEMENT OF THE WEBSITE

- 3.1 Global Chess shall, in consultation with FIDE and as soon as reasonably possible after the Effective Date, assess the suitability and the market attractiveness of the Website and the Content and shall introduce changes to the Website and the Content as outlined in Schedule 3, which it believes should be made to the Website in order to enable the Website to obtain more "hits" from users of the Internet. For sake of record the ranking of FIDE and target reach as defined by are attached as Schedule 4.
- 3.2 After presentation of templates and design to the FIDE Interface and FIDE PR and Marketing Director, Global Chess shall proceed to make changes to the Website in accordance with the guidelines more fully set out in clauses 2.33 to 2.6 (inclusive).
- 3.3 Global Chess shall have the right, subject to its adherence to the guidelines more fully set out in clauses 2.33 to 2.4(e)6 (inclusive), make such changes to the Website as it considers necessary in order to perform the Services.

4. CHARGES

4.1 **Global Chess shall invoice, and FIDE shall pay, the Charges in accordance with this clause 4.** In consideration for the provision of the Services, FIDE acknowledges that the services provided by Global Chess amount to not less than €100,000 per annum taking into consideration the total real costs which includes the web manager expenses, web site design, the web site content management running costs, bandwidth agreements and any depreciation and running costs of the servers.

4.2 The initial costs listed in clause 4.1 will be expended in full by Global Chess for a period of two years and three months and any net revenue generated from the website during the Term, will first settle the initial Global Chess costs for setting up, running and maintaining the FIDE web site.

4.3 **If the total real costs are recovered by Global Chess, in the first two years and three months, FIDE and Global Chess agree that any net revenue accruing after deduction of the total real costs, as defined above, will be split equally between both parties.**

4.4 After this period, FIDE will be directly responsible for the running and operational costs of the Website.

4.5 FIDE guarantees that the excess of any net revenue over total real costs will first be used to recover the initial investment made by Global Chess but not exceeding an amount of 100,000 Euros per annum or part thereof. Any net revenue from the 1st of January 2010 accruing after deduction of the total real costs, as defined above, will be split as to xx% to FIDE and yy% to Global Chess.

4.6 Global Chess shall keep separate records and accurate accounts of the Total Real Costs and shall permit FIDE or its duly appointed representatives to inspect once a year all such relevant records and accounts and take copies thereof.

4.7 Any dispute regarding the Charges shall be resolved in accordance with the Dispute Resolution Procedure.

4.8 If the resolution of any dispute regarding the Charges requires FIDE to pay an amount to Global Chess, FIDE shall do so within thirty days after the date of resolution of the dispute.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 In making any proposals under this agreement (including proposals of the type referred to in clause 3.1), effecting any changes to the Website in accordance with this agreement or, in general, providing any of the Services, Global Chess does not represent, warrant or undertake that the adoption of the proposals by FIDE, the making of the changes or the provision of the Services will result in more "hits" being received by the Website or in the Website becoming more popular or utilised than they are at the Effective Date. Notwithstanding this, Global Chess undertakes to use its best endeavours to enhance the popularity and usage of the Website through the provision of the Services.

5.2 Global Chess does not warrant, represent or undertake that the operation of the Website will be error-free or uninterrupted, and FIDE acknowledges that these are obligations or services that fall outside the scope of this agreement and Global Chess' undertakings.

5.3 Save as provided in this agreement or the Master Agreement, no representations, warranties or other terms, express or implied, statutory or otherwise, as to condition, quality, performance, or fitness for purpose are given or assumed by Global Chess in respect of the Services, and all those representations, warranties and terms are excluded save to the extent that any exclusion is prohibited by law.

- 5.4 FIDE represents, warrants and undertakes that, on an ongoing basis, any FIDE Supplied Materials used by Global Chess for inclusion on the Website or otherwise used in the provision of the Services (by Global Chess or any Subcontractor) have been provided lawfully by FIDE and with the required consent from the owner of the Intellectual Property Rights in the relevant FIDE Supplied Material

6. RESPONSIBILITIES OF FIDE

6.1 FIDE shall:

- (a) on a regular basis provide to Global Chess photographs and other graphic images of FIDE officials, meetings and activities for posting on the Website;
- (b) on a regular basis and promptly upon any relevant change occurring, update its ratings server, directory information and other organisational or administrative information (FIDE Information) for inclusion on the Website and provide full access to these databases and related information to those Global Chess and Subcontractor personnel who require such access for the purposes of providing the services;
- (c) ensure that at all times Global Chess is able to link to any external databases, servers or web pages that contain the FIDE Data; and
- (d) draft all press releases relating to FIDE (including FIDE's activities and events) that it wishes Global Chess to publish on the Website and shall liaise with Global Chess regarding the manner and time of posting of these press releases on the Website.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights belonging to a party prior to the Effective Date shall remain vested in that party.
- 7.2 No Intellectual Property Rights in FIDE's trade marks or brands shall be used by Global Chess for any purpose without FIDE's prior written consent. If that consent is given, Global Chess shall use the relevant trade marks or brands in compliance with FIDE's brand guidelines.
- 7.3 All Intellectual Property Rights in the Website and the Content (including all photographs, graphics, source code, work-up files and computer programs) created or posted under this agreement shall be vested in FIDE unconditionally and immediately on their creation or posting or, in circumstances where FIDE or Global Chess has been unable to obtain an assignment of the Intellectual Property Right, in the owner of the relevant Intellectual Property Right.

8. INDEMNITIES

- 8.1 Subject to the provisions of this clause 8, FIDE shall indemnify Global Chess on written demand in respect of loss, cost, damage, fine, charge, expense or other liability (including legal and other professional fees, lost profits, loss of business and any indirect or consequential losses to the extent to which these are capable of recovery) incurred by Global Chess:

- (a) in connection with any claim or action against Global Chess by any third party that the use or possession by Global Chess of materials made available to Global Chess by FIDE (**FIDE Supplied Materials**) (or any part of them) infringes the Intellectual Property Rights of that third party (**FIDE IPR Claim**); or

- (b) which are agreed to be paid by FIDE by way of settlement or compromise of a FIDE IPR Claim (**FIDE Indemnified Losses**) within the time specified in that demand and shall take all steps necessary to defend the FIDE IPR Claim.

8.2 Global Chess agrees that:

- (a) it shall notify FIDE in writing as soon as reasonably practicable of any **FIDE IPR Claim** of which Global Chess has notice;
- (b) once FIDE has assumed conduct of the FIDE IPR Claim in accordance with clause 8.2(c) Global Chess shall not admit any liability or agree to any settlement or compromise of a FIDE IPR Claim without the prior written consent of FIDE, which shall not be unreasonably withheld or delayed;
- (c) FIDE shall be entitled at any time from notification in accordance with clause 8.2(a) to assume exclusive conduct of the FIDE IPR Claim (which shall include the exclusive right to conduct any proceedings or action, negotiate the settlement of the FIDE IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the FIDE IPR Claim);
- (d) Global Chess shall, at FIDE's request, cost and expense, give FIDE all reasonable assistance in connection with the conduct of the FIDE IPR Claim; and
- (e) until that time (if at all) that FIDE chooses to assume exclusive conduct of the FIDE IPR Claim in accordance with clause 8.2(c), Global Chess shall take all proper action to deal with the FIDE IPR Claim so as to minimise the extent of any FIDE Indemnified Losses.

8.3 The indemnity in clause 8.1 shall not apply to any FIDE IPR Claim which arises directly from:

- (a) any changes to the FIDE Supplied Materials made by Global Chess; or
- (b) the use of those FIDE Supplied Materials in combination with any other materials, software, equipment or systems not supplied by FIDE,

in both cases other than in accordance with the terms of this agreement, including the guidelines set out in clauses 2.3 to 2.4(e) (inclusive)

8.4 The provisions of clause 1 shall not apply to the amount which Global Chess may claim from FIDE under this clause 8.

8.5 This clause 8 shall remain in full force and effect notwithstanding any termination of this agreement.

9. REFMERGEFORMATREFMERGEFORMATTERMINATION

9.1 This agreement shall terminate:

- (a) upon termination of the Master Agreement; or
- (b) in the event that either party commits a material breach of any of its obligations under this agreement and either:
 - (i) the breach is not capable of remedy; or
 - (ii) the breach is capable of remedy and the breaching party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so.

- 9.2 Global Chess reserves the right to terminate this agreement, at any point in time, by giving FIDE three months notice in writing, and FIDE thereby reserves the right to pursue the running of the Website, taking over the rights and obligations made with any third parties.
- 9.3 FIDE reserves the right to terminate this Agreement if Global Chess does not remedy persistent errors or interruptions in service after FIDE will have served written notice of these failures and no action was taken by Global Chess.
- 9.4 The effects of termination of this agreement are more fully set out in clause 10 of the Master Agreement.
- 9.5 Expiry or termination of this agreement for whatever reason shall not prejudice the provisions which by their nature are deemed to survive termination, including clauses 8, **Σφάλμα! Το αρχείο προέλευσης της αναφοράς δεν βρέθηκε.**, 1, 0 and 12.

10. NOTICES

Any notice to be given by a party under this agreement must be in writing (which includes faxes and e-mails) and shall be delivered or sent by post, fax or e-mail:

- (a) to FIDE at 9 Syggrou Avenue, Athens, 11743 Greece and e-mail: _____ in each case marked for the attention of the Executive Director
- (b) to Global Chess at Groenburgwal 55 hs, 1011 HS, Amsterdam, the Netherlands and e-mail: _____ in each case marked for the attention of the Chief Executive Officer.

or at any other address or addressee as it may have notified to the other party in accordance with this clause. Any notice sent by post shall be sent by prepaid first class recorded delivery post (if within the Netherlands) or by prepaid airmail (if elsewhere).

11. DISPUTES

Any dispute, claim or controversy arising out of or in connection with this agreement shall be resolved in accordance with the Dispute Resolution Procedure as defined in the Master Agreement.

12. GENERAL

12.1 No partnership or agency

Nothing in this agreement shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.

12.2 Counterparts

This agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and each party may enter into this agreement by executing a counterpart.

12.3 Amendments

No amendment to this agreement shall be binding on the parties unless set out in writing, expressed to amend this agreement and signed by authorised representatives of each of the parties.

12.4 Severability

If any term of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this agreement

THIS AGREEMENT has been signed on behalf of the parties by their duly authorised representatives on the date which appears on page 1.

SCHEDULE 1
LIST OF WEBSITE

World Chess Federation - Mozilla Firefox
 http://www.fide.com/default.asp?page=100=0.9535944
 SYSTRAN English Russian Translate
 FoxLingo Webpage Text Services
 Federation Internationale des Echecs World Chess Federation
 FIDE
 FIDE.com

FIDE News

01/10/2007 FIDE President's meetings.
 On 19 June 2007 the Head of the Republic of Kalmykia, FIDE President Kirsan Ilyumzhinov visited Ukraine and attended the Opening Ceremony of the International Chess Tournament AeroSvit 2007 that is being held from 17 to 30 June 2007 in Foros. [Read more.](#)

01/17/2007 FIDE Singapore Office Opens
 FIDE has opened an office in Singapore to handle part of its administrative work. The FIDE Presidential Board decided this at its meeting 26-28 January 2007 in Antalya, Turkey. The FIDE Singapore Office shall deal with matters pertaining to FIDE Commissions and Committees. The office is overseen by Mr [Ignatius Leong](#), FIDE General Secretary, and staffed by Mr Tang Kum Foo, Administrative Manager.

01/15/2007 GM Bolat Assanov of Kazakhstan is Honorary Citizen of Kalmykia
 13 June 2007 the Head of the Republic of Kalmykia, FIDE President His Excellency Kirsan Ilyumzhinov signed a decree. Taking into consideration prominent contribution to sport propaganda in Kalmykia GM Bolat Assanov of Kazakhstan, FIDE Delegate to the International Olympic Committee, is awarded with the title of Honorary Citizen of Kalmykia.

More from FIDE

Tournaments and National Federation News

01/07/2007 **FIDE has Global Training Headquarters**
 Find: chess Next Previous Highlight Match case

IOC GAISF ARISF
 FIDE President Kirsan Ilyumzhinov
 World Chess Federation
 BIDS to organize FIDE events
BIDS
 Buy Travel insurance online!
 BJD assistance
 Candidates Matches for the 2007 World Championship Tournament

SCHEDULE 2

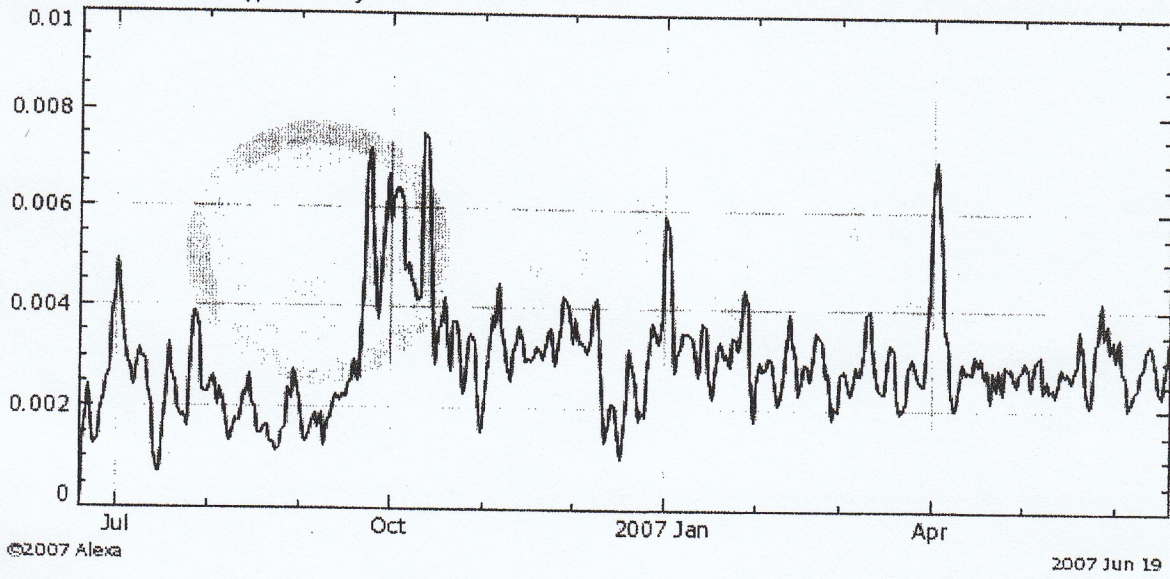
SERVICES

- (a) Design, development, management, maintenance and modelling of the Website;
- (b) Development of the Website, including the development of the Website on a commercial platform either directly or through links to external Website. In this regard, this may include:
 - (i) an online chess store, or the linking from the Website to an online chess store;
 - (ii) a chess encyclopaedia or dictionary;
 - (iii) chess lessons and rules in written or interactive format;
 - (iv) a games database providing access to various online games, including access to a chess game where players can play one another or a simulated (computer) opponent online;
 - (v) any other services or functions which are likely to enhance the popularity and usage of the Website.
- (c) Promotion of an online newsletter to be provided by FIDE to Global Chess from time to time for posting on the Website;
- (d) Obtaining information from users of the Website in relation to the online mailing of the FIDE newsletter;
- (e) Developing links from and to the Website, including relevant search engine optimisation proposals; and
- (f) Ensuring that each web page of the Website contains a link to an e-mail address (to be provided by FIDE on or before the Effective Date for web pages existing as at the Effective Date and, thereafter, from time to time as required by the development and posting of new web pages) to which users of the Website may submit questions or responses.

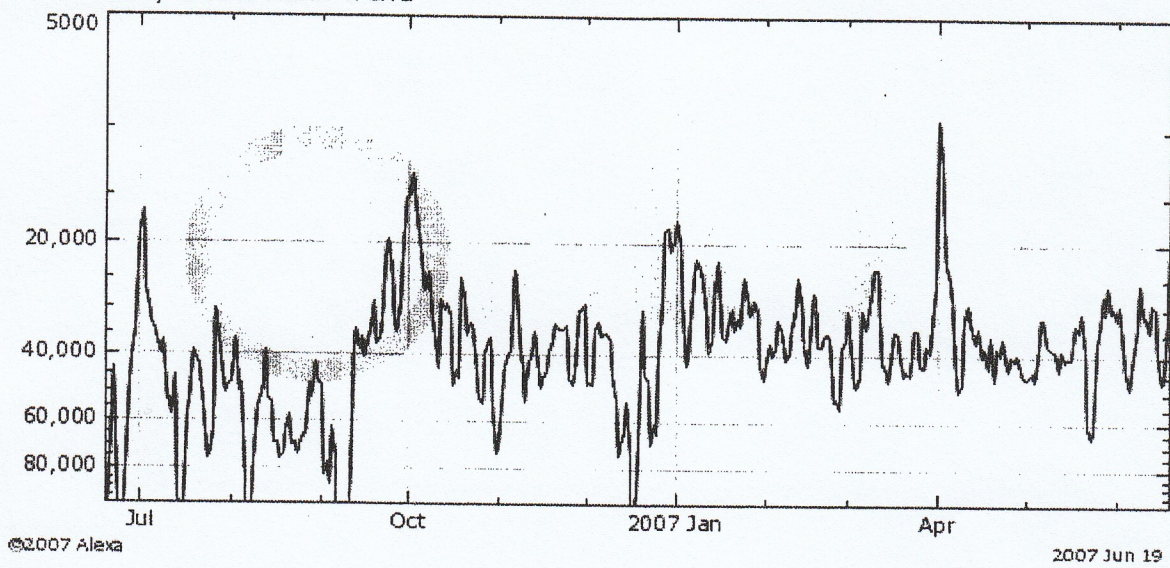
SCHEDULE 3

SCHEDULE 4

Daily Reach (percent)



Daily Traffic Rank Trend



SIGNATORIES

SIGNED by

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for **FEDERATION INTERNACIONALE DES ECHECS**

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SIGNED by

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for **GLOBAL CHESS B.V.**

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