**ADVERTISING SALES REPRESENTATION AGREEMENT**

This Agreement for Advertising Sales Representation Agreement (the "Agreement") is made and effective the [DATE]

**BETWEEN: [YOUR COMPANY NAME]** (the “Advertising Service Provider”), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Customer"), a company organised and existing under the laws of [COUNTRY] with its head office located at:

 [COMPLETE ADDRESS]

1. **ENGAGEMENT OF SERVICES**

The [COMPANY NAME], (the “Customer” hereinafter) will serve as [YOUR COMPANY NAME] (the “Advertising Service Provider” hereinafter) representative to sell [SPECIFY] Advertising. "[SPECIFY] Advertising" means [DESCRIBE] specific advertisements. The Customer will update Advertising Service Provider on the progress and demand of the advertising marketplace, while Advertising Service Provider will update the Customer on new opportunities with Advertising Service Provider.

1. **COMPENSATION**

Advertising Service Provider will pay the Customer a commission of [%] of the revenues received by the Customer from [SPECIFY] Advertising sold by the Customer. Advertising Service Provider and the Customer will also meet to discuss the creation of a bonus package designed to provide the Customer with increased incentive to maximise Advertising Service Provider's advertising revenue.

1. **INVOICING AND PAYMENT**

The Customer will be responsible for invoicing and collecting all revenues from [SPECIFY] Advertising sold by the Customer on behalf of Advertising Service Provider. Advertising Service Provider shall have sole discretion to set the prices for all [SPECIFY] Advertising. By the [DATE] day of each month. the Customer will remit to Advertising Service Provider a check for [%] of all revenues received by the Customer for Advertising Service Provider [SPECIFY] Advertising that the Customer sold during the previous month. In the event that the Customer is unable for any reason to collect the [SPECIFY] Advertising revenue within [NUMBER] days after invoice, Advertising Service Provider may collect such [SPECIFY] Advertising revenue directly. If Advertising Service Provider collects such late paying [SPECIFY] Advertising revenues directly, Advertising Service Provider will remit to the Customer a check for [%] of all late paying Advertising Service Provider [SPECIFY] Advertising revenues that Advertising Service Provider collects.

1. **IMPLEMENTATION**

Within [NUMBER] days after each sale, the Customer will fax Advertising Service Provider a copy of the insertion order as well as any pertinent schedule details not listed on the insertion order (*i.e.*, production contact information, [SPECIFY] advertising placement, and production materials such as text, logos, graphics, etc.). The Customer shall provide all pertinent schedule details and production materials in a format specified by Advertising Service Provider. Advertising Service Provider will use commercially reasonable efforts to ensure that the [SPECIFY] Advertising is accessible to end users promptly after receiving complete insertion orders and production materials from the Customer. Advertising Service Provider reserves the right to reject or remove any [SPECIFY] Advertising from Advertising Service Provider Services in its sole discretion at any time.

1. **EXPENSES**

The Customer will be solely responsible for all expenses, including but not limited to telephone, fax, and all travel and entertainment costs.

1. **ACCOUNT DIRECTORS**

Advertising Service Provider and the Customer will appoint account directors. As of the Effective Date, the Advertising Service Provider account director will be [INDIVIDUAL NAME] and the Customer account director will be [INDIVIDUAL NAME]. Either party may change its account director by providing the other written notice.

1. **REPORTING**

By the [DATE] calendar day of each month, Advertising Service Provider will provide the Customer with a tracking report that lists [SPECIFY] during the previous month. Each [SPECIFY DAY OF THE WEEK] afternoon, Advertising Service Provider will endeavour to provide a weekly tracking report to the Customer that lists daily [SPECIFY] (by [SPECIFY]) for each advertising creative that ran in the prior week. Advertising Service Provider will work with the Customer's programmers to export the [SPECIFY] tracking results to the Customer. All information received in connection with such reports shall be deemed to be "Confidential Information" in accordance with the terms of Section 10.2 ("Confidential Information").

1. **AUDITS**

With [NUMBER] days notification. Advertising Service Provider shall have the right to inspect and audit the revenue records of the Customer, which inspection and audit shall be conducted during regular business hours at the offices of the Customer in such a manner as not to interfere with the Customer's normal activities. If such audit shows that any of the Customer's reports understated the actual due to Advertising Service Provider by more than [%] per cent, then the Customer shall pay to Advertising Service Provider all reasonable costs and expenses which may be incurred by Advertising Service Provider in conducting such audit and collecting such underpayment (including, without limitation, the fees of Advertising Service Provider's independent certified accountants, if any). All information received in connection with such audits, and the results thereof, will be deemed to be "Confidential Information" in accordance with the terms of Section 10.2 ("Confidential Information").

1. **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Customer's relationship with Advertising Service Provider is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The Customer will not be entitled to any of the benefits which Advertising Service Provider may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The Customer is not authorised to make any representation, contract or commitment on behalf of Advertising Service Provider unless specifically requested or authorised in writing to do so by a Advertising Service Provider manager. The Customer is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any government tax authority with respect to the performance of services and receipt of fees under this Agreement. The Customer is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of the Customer's compensation will be subject to withholding by Advertising Service Provider for the payment of any employee payroll taxes. Advertising Service Provider will regularly report amounts paid to the Customer by filing Form [SPECIFY NUMBER] with the [YOUR COUNTRY] Internal Revenue Service as required by law.

1. **INTELLECTUAL PROPERTY RIGHTS**
	1. **Ownership and Assignment**

Advertising Service Provider shall own all intellectual property rights in and to any artwork, documents, inventions or ideas developed by the Customer in connection with the services the Customer is providing specifically for Advertising Service Provider under this Agreement. The Customer hereby assigns and agrees to assign to Advertising Service Provider any right, title or interest worldwide in all intellectual property and any associated intellectual property rights. The Customer agrees to execute upon Advertising Service Provider's request a signed transfer of ownership to Advertising Service Provider for all such documents and works subject to protection. If Advertising Service Provider is unable for any reason to secure the Customer's signature to any document required to apply for or execute any intellectual property right, the Customer hereby irrevocably designates and appoints Advertising Service Provider as its agent and attorney-in-fact to act for and in its behalf and instead of the Customer for such purposes.

* 1. **Confidential Information**
1. Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, techniques, sketches, drawings, models, inventions, Intellectual Property, patent applications, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Advertising Service Provider and/or the Customer, its suppliers and customers. Advertising Service Provider's and the Customer's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information.
2. The Customer Nondisclosure and Nonuse Obligations. The Customer will use the Confidential Information solely to perform Project Assignment(s) for the benefit of Advertising Service Provider, the Customer agrees that its shall treat all Confidential Information of Advertising Service Provider with the same degree of care as it accords to its own Confidential Information, and the Customer represents that it exercise reasonable care to protects its own Confidential Information. The Customer agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement, the Customer agrees not to communicate any information to Advertising Service Provider in violation of the proprietary rights of any third party. The Customer will immediately give notice to Advertising Service Provider of any unauthorised use or disclosure of the Confidential Information. The Customer agrees to assist Advertising Service Provider in remedying any such unauthorised use or disclosure of the Confidential Information.
3. Advertising Service Provider Nondisclosure and Nonuse Obligations. Advertising Service Provider agrees that it shall treat all Confidential Information of the Customer with the same degree of care as it accords to its own Confidential Information, and Advertising Service Provider represents that it exercises reasonable care to protect its own Confidential Information. Advertising Service Provider agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Advertising Service Provider agrees not to communicate any information to the Customer in violation of the proprietary rights of any third party. Advertising Service Provider will immediately give notice to the Customer of any unauthorised use or disclosure of the Confidential Information. Advertising Service Provider agrees to assist the Customer in remedying any such unauthorised use or disclosure of the Confidential Information.
4. The Customer's Exclusions from Nondisclosure Obligations. The Customer's obligations under Paragraph 10.2(b) ("Nondisclosure") with respect to Confidential Information shall terminate when the Customer can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to the Customer by the disclosing party through no fault of the Customer; (b) the information was rightfully in the Customer's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Customer by the disclosing party; or (c) the information was developed by employees or agents of the Customer independently of and without reference to any information communicated to the Customer by the disclosing party. If the Customer is required to disclose the Confidential Information *in re*sponse to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under this Agreement, the Customer agrees to provide Advertising Service Provider with prompt written notice so as to provide Advertising Service Provider with a reasonable opportunity to protect such Confidential Information.
5. Advertising Service Provider's Exclusions from Nondisclosure Obligations. Advertising Service Provider's obligations under Paragraph 10.2(b) ("Nondisclosure") with respect to Confidential Information shall terminate when Advertising Service Provider can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Advertising Service Provider by the disclosing party through no fault of Advertising Service Provider; (b) the information was rightfully in the Customer's possession free of any obligation of confidence at or subsequent to the time it was communicated to Advertising Service Provider by the disclosing party; or (c) the information was developed by employees or agents of Advertising Service Provider independently of and without reference to any information communicated to Advertising Service Provider by the disclosing party. If Advertising Service Provider is required to disclose the Confidential Information *in re*sponse to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under this Agreement, Advertising Service Provider agrees to provide the Customer with prompt written notice so as to provide the Customer with a reasonable opportunity to protect such Confidential Information.
6. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

**10.3 Return of Advertising Service Provider's Property**

All materials furnished to the Customer by Advertising Service Provider, whether delivered to the Customer by Advertising Service Provider or made by the Customer in the performance of services under this Agreement (collectively referred to as the "Advertising Service Provider Property") are the sole and exclusive property of Advertising Service Provider and/or its suppliers or customers. Upon termination of this Agreement by either party for any reason, the Customer agrees to promptly deliver to Advertising Service Provider or destroy, at Advertising Service Provider's option, the original and any copies of the Advertising Service Provider Property. Within [NUMBER] days after the termination of this Agreement, the Customer agrees to certify in writing that the Customer has so returned or destroyed all such Advertising Service Provider Property.

**NO CONFLICT OF INTEREST**

During the term of this Agreement, the Customer will not accept work or enter into an arrangement with any other city guide providers (including, without limitation, [SPECIFY]). The Customer warrants that, to the best of its knowledge, there is no other contract or duty on the Customer's part which conflicts with or is inconsistent with this Agreement.

1. **TERM AND TERMINATION**
	1. **Term**

This Agreement is effective as of the Effective Date set forth above and will terminate on [EFFECTIVE DATE], unless terminated earlier asset forth below.

* 1. **Termination by Advertising Service Provider**

Advertising Service Provider may terminate this Agreement, with or without cause, at any time upon [NUMBER] day’s prior written notice to the Customer. Advertising Service Provider also may terminate this Agreement immediately in its sole discretion upon the Customer's material breach of Section [NUMBER] ("Intellectual Property Rights").

("Noninterference with Business") and/or upon any acts of gross misconduct by the Customer. If Advertising Service Provider terminates without cause, the Customer may continue to call, up to [NUMBER] days after the termination date, all the advertisers that the Customer previously invoiced for Advertising Service Provider during the term of this Agreement. The Customer will continue to receive its commission for all [SPECIFY] Advertising sold by the Customer to such advertisers, including all [SPECIFY] Advertising that it sells for Advertising Service Provider during the term of this Agreement and invoiced during this [NUMBER]-day period, that run past the termination date, as set forth in Section 2 ("Compensation").

* 1. **Termination by The Customer**

The Customer may terminate this Agreement, with or without cause, at any time upon [NUMBER] day’s prior written notice to Advertising Service Provider. The Customer may continue to call, up to [NUMBER] days after the termination date, all the advertisers that the Customer previously invoiced for Advertising Service Provider during the term of this Agreement, and will continue to receive commissions for all [SPECIFY] Advertising by such advertisers invoiced during this period, as set forth in Section 2 ("Compensation").

* 1. **Effects of Termination; Survival**

In the event of the termination of this Agreement, all payments due shall accelerate and become due upon the effective date of termination to the extent that they have been earned. These remedies are in addition to any other remedies that may be available to the parties at equity or under law. The rights and obligations contained in Sections 10 ("Intellectual Property Rights"), 12 (Term and Termination), 15 (Governing Law; Jurisdiction) and 18 (Injunctive Relief for Breach) will survive any termination or expiration of this Agreement.

1. **SUCCESSORS AND ASSIGNS**

The Customer may not subcontract or otherwise delegate its obligations under this Agreement without Advertising Service Provider's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Advertising Service Provider's successors and assigns, and will be binding on the Customer's assignees.

1. **NOTICES**

Any legal notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:

* 1. by personal delivery when delivered personally;
	2. by overnight courier upon written verification of receipt;
	3. by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or
	4. by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.
1. **GOVERNING LAW; JURISDICTION**

This Agreement shall be governed in all respects by the laws of [COUNTRY] and by the laws of the [PROVINCE/STATE], as such laws are applied to agreements entered into and to be performed entirely within [COUNTRY] between [PROVINCE/STATE] residents. The parties irrevocably submit to the non-exclusive jurisdiction of the Superior Court of [COUNTRY] and the [PROVINCE/STATE] District Court for the District of [COUNTRY], and [PROVINCE/STATE] Branch, in any action to enforce this Agreement.

1. **SEVERABILITY**

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

1. **WAIVER**

The waiver by Advertising Service Provider of a breach of any provision of this Agreement by the Customer shall not operate or be construed as a waiver of any other or subsequent breach by the Customer. The waiver by the Customer of a breach of any provision of this Agreement by Advertising Service Provider shall not operate or be construed as a waiver of any other or subsequent breach by Advertising Service Provider.

1. **INJUNCTIVE RELIEF FOR BREACH**

Either party's breach of the obligations contained in Sections 10 ("Intellectual Property Rights") and 11 ("No Conflict of Interest") will entitle the other party to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

1. **LEGAL FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which the party may be entitled.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Project Assignments and services undertaken by the Customer for Advertising Service Provider. This Agreement may only be changed by mutual agreement of authorised representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ADVERTISING SERVICE PROVIDER

THE CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title