AGREEMENT OF WEBSITE SPONSORSHIP

This Agreement of Website Sponsorship (the "Agreement") is made and effective the [DATE]

**BETWEEN: [SPONSOR NAME]** (the "Sponsor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Site Owner"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

**RECITALS**

1. The Sponsor is the owner and operator of a website which is located at the following URL accessible through the Internet [ADDRESS] (the "Sponsor Site").
2. The Sponsor’s Site contains functions which permit users accessing such site to search the Internet and identify other web pages that contain information identified in the search terms that are input by the user.
3. The Sponsor’s Site also includes a feature that organises links to other web pages by categories.
4. The Site Owner is the owner and operator of a website which is located at the following URL accessible through the Internet [ADDRESS] (the “Site Owner Site”).
5. The Site Owner owns and operates an online business through which the Site Owner sells [DESCRIBE] and related goods and accessories over the Internet.
6. The Sponsor would like to promote and sponsor the business and website of the Site Owner.
7. The Site Owner would like to promote and sponsor the Sponsor’s website by purchasing certain advertising, links, and banner advertising on the Sponsor’s Site.
8. **WEBSITE SPONSORSHIP**
	1. The Sponsor agrees to promote the Site Owner on the Sponsor’s website by doing all of the following
		1. placing certain graphical and text links consistent with such text and graphics used in connection with other websites that are accessed through the search function on the Sponsor’s Website which hyperlinks individuals using the search engine component of the Sponsor’s Website to the Site Owner’s Website; the Site Owner’s site will appear in the search results based upon certain mutually acceptable keywords, including but not limited to those keywords listed on Appendix “A” attached hereto; more keywords will be agreed upon;
		2. placing a text or graphical image on the Sponsor’s home page which is consistent with those used with other websites which promotes special sales and promotions offered through the Site Owner’s web page and which links to areas on the Site Owner’s web page that are designated by the Site Owner; such graphical image will be rotated with other promotions on the Sponsor’s home page and will be accessible to users for [NUMBER] hours per each 24 hour day;
		3. list the Site Owner’s website in the Sponsor’s listing of “preferred sites” which will contain no more than [NUMBER] other sites and which will not contain any other sites which offer products and services which compete with those offered by the Site Owner;
		4. place a banner advertisement to be provided by the Site Owner and which will be a minimum of [NUMBER] pixels by [NUMBER] pixels in size, which contains a hyperlink to the Site Owner’s site on the front page of the [DESCRIBE] category of the Sponsor’s topical category listings which banner will be available by all users 24 hours per day throughout the term of this Agreement and which will be viewed upon loading such page without scrolling by the party accessing such page;
		5. the Sponsor will promote its Website in order to optimise the potential number of impressions of the Site Owner’s Website through links from the Sponsor’s Website and to optimise the total number of parties accessing the Sponsor’s Website.
	2. The Site Owner agrees to actively promote and sponsor the Sponsor’s Website by
		1. placing a banner advertisement to be provided by the Sponsor and which will be a minimum of [NUMBER] pixels by [NUMBER] pixels in size, which contains a hyperlink to the Sponsor’s site on the front page of the Site Owner’s home page which banner will be available by all users 24 hours per day throughout the term of this Agreement and which will be viewed upon loading such page without scrolling by the party accessing such page;
		2. by actively promoting the website of the Sponsor as a preferred web page in the area designated for such preferred web pages on the Site Owner’s Website;
		3. the Site Owner will actively promote its Website in order to optimise the potential number of impressions of the Sponsor’s Website through links from the Site Owner’s Website and to optimise the total number of parties accessing the Site Owner’s Website.
9. **LAUNCHING OF CROSS SPONSORSHIP**
	1. The parties mutually agree that the reasonable steps will be taken to ensure that the respective sponsorship activities will be launched on or before the [DATE].
	2. The parties will each be obligated to deliver all items required to perform the sponsorship activities as set forth in this Agreement, not later than [NUMBER] days before the above-referenced launch date.
	3. Each of the parties will be allowed to revise or provide new graphical and link information to the other party, provided that such new materials will be reasonably satisfactory to the other party. Such revised material will be placed within [NUMBER] days after receipt thereof by the applicable party. In the event that such party has any objection to such materials, it will immediately notify the other party and the parties will discuss the objectionable aspect of such materials and will endeavour in good faith to resolve the objection.
	4. Each of the parties will inform the other of any planned special promotions and will offer the other party an opportunity to participate in such special promotions on a mutually acceptable basis.
10. **MUTUAL EXCLUSIVITY**
	1. During the entire term of this Agreement, neither party will sponsor or display on their website, provide a link to, display any content created or provided by or referring to, or enter any promotion of sponsorship agreement with any party that is a “Direct Competitor” of the other party. This exclusivity will not, however, prohibit the Sponsor from causing competitor sites to be listed in search results available through the Sponsor’s online search capabilities, provided that the Site Owners site receives first listing in such search result using the keywords that are designated by the parties pursuant to the terms hereof at least [%] of the time and is consistently in the top three of such search result when compared to Direct Competitors.
	2. As defined herein, the term “Direct Competitor” will mean and include any online business that provides products or services that are functionally equivalent to those offered by either party. “Direct Competitors” will include, but will not be limited to, those parties identified and listed in Appendix “B” attached hereto and made a part hereof.
11. **SPONSORSHIP FEES AND OTHER PAYMENTS**

**4.1 Initiation Fee**

Upon execution of this Agreement, the Site Owner will pay to the Sponsor a one-time setup fee to compensate the Sponsor for the work to be performed to set up the sponsorship programme described herein. No initiation or start-up fee will be payable from the Sponsor to the Site Owner.

**4.2 Periodic sponsorship fees**

The Site Owner will also pay to the Sponsor monthly sponsorship fees equal to [AMOUNT] per month during the entire term of this Agreement. Such monthly sponsorship fees will be due and payable or before the first (1st) day of each calendar month with the first fee due and payable on the first day of the month following the Launch Date.

**4.3 Users access fee**

In addition to the other fees to be paid to the Sponsor hereunder, the Site Owner will pay to the Sponsor an amount equal to [AMOUNT] per each user access that is made via link to the Site Owner’s Site through search engine results using the Sponsor’s search engine functions, [AMOUNT] per each user access the Site Owner’s Site through banner advertising on the Sponsor’s homepage, [AMOUNT] per each user access through listings on the Sponsor’s Website under “preferred customers” and [AMOUNT] per user access to the Site Owner’s site through all other hypertext links. The Sponsor will be responsible for tracking and monitoring user statistics that indicate the total number of user accesses to the Site Owner’s Website through the Sponsor’s Website, which statistical information will be categorised as provided above. The Sponsor will report such statistics to the Site Owner on a monthly basis and invoice the Site Owner as provided above along with such statistical report. Payment of invoice amounts will be due and payable within [NUMBER] days after receipt of invoice by the Site Owner.

1. **PRESS RELEASE**

The parties agree that the mutual sponsorship provided in this Agreement will be announced via a press release on or about the Launch Date. The content of such press release will be mutually agreed by the parties. The parties shall agree upon the scope of such release and will share equally the costs of disseminating such press release. No other public announcements shall be made regarding this agreement or the relationship between the parties without written consent from the other party.

1. **TERM AND TERMINATION**
	1. This Agreement will be for an initial term of [NUMBER] year commencing on the Launch Date and terminating on the first-anniversary date of the Launch Date.
	2. Either party may terminate this Agreement, with or without cause, upon the giving of [NUMBER] days advanced written notice to the other party.
	3. Either party may terminate this Agreement immediately upon written notice to the other party of such other party substantially breaches its obligation set forth in this Agreement.
	4. All obligations of the parties will remain in effect until the effective date of any termination. Following the effective date of the termination, the Site Owner will remain obligated to make payments that accrue up to and including the effective date of such termination.
2. **TRADEMARKS AND PROPRIETARY RIGHTS**
	1. The parties will each retain all ownership, right, title and interest in and to all intellectual property, subject only to the limited licence to use such materials for purposes of the other parties obligations set forth in this Agreement.
	2. The parties hereby grant to the other party a non-exclusive licence to use trademarks, service marks, trade names and other proprietary property of the other party only as specifically required by such party to fulfil its obligations under this Agreement. Upon termination of this Agreement, each party will immediately cease and desist from all further use of the trademarks and other proprietary property of the other party effective on the effective date of any termination or expiration of this Agreement.
3. **MUTUAL CONFIDENTIALITY**

**8.1 Restriction on disclosure**

Neither party will disclose or use for its own purposes, except in furtherance of fulfilling its obligations under this Agreement, any Confidential Information of the other party. Each party will take reasonable measures to protect any Confidential Information related to the other party consistent with the measures that such party uses to protect the confidentiality of its own confidential information.

**8.2 Information subject to restriction**

For purposes of this Agreement, the term Confidential Information will mean and include all information received by one party that relates to the other party which is received from the other party or its affiliates or representatives which the other party considers to be confidential and proprietary, including but not limited to business and marketing plans, financial information, the existence or any terms of this Agreement, user information, and all other information that either party knows, or has any reason to know that the other party would consider to be confidential. Confidential Information will not include information that 8.2.1 is in or enters the public domain without breach of this Agreement,

8.2.2 the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or

8.2.3 the receiving party knew prior to receiving such information from the disclosing party or develops independently.

1. **WARRANTY AND INDEMNITY**
	1. Each party represents and warrants to the other party that none of the information provided to the other party to be included on the other party’s website will infringe upon the proprietary rights of any other party.
	2. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, suits, threats or demands and costs, including but not limited to reasonable attorney fees and court costs which may result from:
		1. the breach of any representation or warranty made by one party to the other in this Agreement, including but not limited to that made in Section 9.1 hereof;
		2. any claim that any material provided by one party to the other party infringes upon any proprietary rights, including trademarks, patents, copyrights, or any other claim of proprietary rights of any third party; and
		3. any claim arising out of the content that is contained on the indemnifying party’s website. The parties will be obligated to immediately notify the other party of any claims that could invoke the indemnification given above.
	3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR THE OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR MATTERS ARISING OUT OF SECTIONS 9.1 AND 9.2 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A THEORY OF CONTRACT OR TORT.
2. **MISCELLANEOUS PROVISIONS**
	1. Neither party will be liable for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, labour disputes or disturbances, material shortages or rationing, riots, acts of war, power outages, natural disaster, governmental regulations, communication or utility failures, or casualties.
	2. The parties agree that their relationship will be that of independent contractors and nothing in this Agreement or the relationship between the parties will be construed as making them joint venturers, partners, employer/employees, franchisor/franchisee, master/servant, or any legal relationship other than independent contracting parties. Each party will be responsible for their own income taxes and any withholding thereof. Neither party will have the authority, express or implied, to act on behalf of the other or to bind the other to any contract, obligation, debt, responsibility or obligation of any nature or kind.
	3. Neither party may assign the benefits or obligations under this Agreement and any attempt to do so will be void and of no legal effect. Each of the parties recognises and agrees that the other party is relying upon the identity of the other party and the owner and principals of the other party in entering into this Agreement. Neither party will be permitted to subcontract any obligations contained herein to another party without the advanced written notice from the other party. The parties specifically agree that there will be no third-party beneficiaries to this Agreement.
	4. In any legal action between the parties relating to the subject matter hereof, the prevailing party will be entitled to an award of all costs and reasonable attorney fees related to such action.
	5. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.
	6. All notice, except for notices of termination, will be transmitted via Email to the relevant party at the Email address indicated below or at such other Email address provided by the other party in writing. Notices of termination will be in writing and will be personally delivered or sent by a reputable overnight mail service (e.g., Fed Ex), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the party at the address indicated above. Notices will be deemed effective
		1. upon transmission, provided such transmission is not returned as undeliverable, when such notice may be given via Email,
		2. [NUMBER] working days after deposit, postage prepaid, if mailed,
		3. the next day if sent by overnight mail, or
		4. the same day if sent by facsimile and confirmed as set forth above.
	7. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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

SPONSOR SITE OWNER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE “A”**

**KEYWORDS FOR SEARCH ENGINE**

**ANNEXURE “B”**

**LIST OF COMPETITORS**