INTERNET ADVERTISING SERVICES AGREEMENT

This Agreement for Internet Advertising Services (the "Agreement") is made and effective the [DATE]

**BETWEEN: [ADVERTISING SERVICE PROVIDER NAME]** (the "Advertising Service Provider"), an individual with his main address located at OR 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 "Customer"), 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 Advertising Service Provider owns and operates an Internet Site located at [ADDRESS] (the “Advertising Site”) which Advertising Site contains graphical and text-based descriptions of advertised sites along with a hypertext link to the advertised site. When the hypertext link is selected by the party accessing the site (“User”), the User is transported to the URL for the advertised site.
2. The Customer owns and operates an Internet Site located at [ADDRESS] (the “Advertised Site”) and the current subject matter of the content of the Advertised Site is described as follows:

[DESCRIBE]

1. **ADVERTISING MATERIALS**
   1. The Customer agrees to submit to the Advertising Service Provider, on or before the [NUMBER]th day after acceptance of this Agreement, the advertising materials to be used by the Advertising Service Provider which shall meet its Uniform Advertising Specifications set forth and described in Appendix “A” attached hereto.
   2. The Advertising Service Provider has the right and option to approve, in its absolute discretion, the content of any advertising material that the Customer submits. If the Advertising Service Provider finds that it does not meet its Uniform Advertising Specification, if it is objectionable to the Advertising Service Provider in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, is in the Advertising Service Provider’s sole discretion. If the Advertising Service Provider rejects any advertising material that the Customer submitted, the Advertising Service Provider will be required to alert the Customer. The Advertising Service Provider has the right to remove the advert if it does not function correctly or for any of the reasons described above, even after the Advertising Service Provider accepts the advert. The Advertising Service Provider placing the advertising on its page does not imply its approval or waiver the right to object to it in the future.
   3. The Advertising Service Provider reserves the right to cancel this Agreement if the Advertising Service Provider removes or fails to approve any materials that the Customer submits in which case any prepaid advertising fee shall be returned to Customer. The Customer will not have any damages or other remedies, in law or in equity against the Advertising Service Provider for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
   4. The Customer may periodically make changes to its advertising material which the Advertising Service Provider must also approve. The Advertising Service Provider will charge a fee at its standard fee schedule rate for making changes to the Customer advertising materials on the Advertising Service Provider’s site. The Customer will provide the Advertising Service Provider with all changed materials that the Customer desires to integrate. The Advertising Service Provider will use its reasonable efforts to make the changes that the Customer submits within [NUMBER] days after the Advertising Service Provider approve the same.
   5. The Advertising Service Provider agrees to provide the advertising formats as described in Appendix “B” hereto at the pricing rates described in that same Appendix “B”.
2. **SERVICES TO BE PROVIDED**
   1. The Advertising Service Provider does not guarantee any given amount of Impressions to the Customer’s page as a result of its advertising services unless a separate Impression Guarantee Addendum has been executed by both parties hereto.
   2. The Advertising Service Provider will use its reasonable efforts to make its Advertising Site available for display through the World Wide Web. The Advertising Service Provider is not responsible for periodic downtime for maintenance, backup, acts of God, and other circumstances beyond its control or which are a normal part of the Internet business.
   3. The Advertising Service Provider will not include links to the Customer's website or website content in newsgroups, message boards, unsolicited email and other types of spam, chat rooms, guestbooks, IRC channels or through similar Internet resources. The Advertising Service Provider will be held accountable for any monetary damages suffered by the Customer, sustained through contravention of this Agreement. This will include, but not be limited to punitive damages related to lost clients and brand deterioration.
   4. It is the Advertising Service Provider’s responsibility to track the Impressions to the Customer site through the advertisements that are included on its site. The Advertising Service Provider will report this information via Email on a monthly basis. The Customer will agree to treat this information as confidential. The Customer may use it for its internal business and marketing planning, but may not disclose it to third parties without an advanced written consent.
3. **PLACEMENT OF THE ADVERTISING**

The Advertising Service Provider reserves onto its own discretion all decisions and matters concerning placement of the Customer’s advertisement on the pages of the Advertising Service Provider Site, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of the Advertising Service Provider Site.

1. **COMPENSATION**

In consideration of its advertising services, the Customer agrees to pay the advertising fees set forth on the fee schedule attached hereto as Appendix “C.” The Customer will also pay any sales and other taxes based upon the fees set forth therein. Advertising fees will be paid monthly, in advance, on or before the first day of every month during the term hereof. The Advertising Service Provider will charge interest and service charges on monthly accounts that are delinquent at the maximum rates allowable by law. The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. The Advertising Service Provider reserves the right to suspend advertising services until the Customer’s account is brought current as the Advertising Service Provider as the right to terminate this Agreement if any advertising fee is delinquent.

1. **PROPRIETARY RIGHTS**

The Advertising Service Provider will retain all proprietary rights in and to its respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. The Advertising Service Provider do not grant the other any rights in and to such proprietary material except that the Customer hereby grants the Advertising Service Provider a non-exclusive licence to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to the Customer’s site from its site during the term of this Agreement. Upon termination of this Agreement, the Advertising Service Provider agrees to remove the hyperlink and the advertising materials provided from its site within a reasonable time.

1. **REPRESENTATIONS AND WARRANTIES**
   1. The Customer represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Customer also warrants and represents that it has the unrestrictive and exclusive right to use all such materials.
   2. The Advertising Service Provider makes no warranties that the advertising contained on the Advertising Service Provider Site will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted. THE ADVERTISING SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL THE ADVERTISING SERVICE PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.
2. **INDEMNIFICATION**

The Customer will indemnify and hold the Advertising Service Provider exempt from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Customer has made to the Advertising Service Provider and otherwise arising directly or indirectly from the placement of its advertising materials on the Advertising Service Provider Site.

1. **FORCE MAJEURE**

The Advertising Service Provider will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation that is beyond its control.

1. **TERMINATION**

The Customer may terminate this Agreement, with or without cause, by giving [NUMBER] days advance notice of its intent to terminate. The Advertising Service Provider reserves the right to terminate this Agreement for any reason, with or without cause, upon [NUMBER] days written notice to Customer.

1. **ENTIRE AGREEMENT**

This Agreement and the Appendices hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be modified by a written amendment signed by an authorised representative of both of the companies.

1. **ASSIGNMENT**

The Customer is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

1. **NOTICES**

All notices called for herein shall be to the parties at the addresses contained in this Agreement and shall be by certified mail, return receipt requested or by reputable national overnight delivery service, such as Fed Ex.

1. **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the [STATE/PROVINCE] of [COUNTRY]. Any and all legal actions relative hereto shall be in the courts of [STATE/PROVINCE].

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

ADVERTISING SERVICE PROVIDER CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**APPENDIX “A”**

**ADVERTISING SPECIFICATIONS**

[CREATE THE STANDARDS FOR ADVERTISING MATERIALS TO BE PROVIDED FOR INCLUSION ON THE WEBSITE]

**APPENDIX “B”**

**ADVERTISING FORMATS**

The advertising services initialled below shall be provided pursuant to this Agreement. Advertising Rates for the various services will be as described in Appendix “C”.

**Static Display**

The Advertisement will be displayed without rotation on the Host Site.

**Random Display**

The Advertisement will be displayed on the Host Site in random rotation.

**Targeted Result Display**

The Customer's Advertisement will be displayed on Result Pages *in re*sponse to searches by end users to the Host Site on the KEYWORDS.

[DESCRIBE]

**Targeted Page Display**

The Advertisement will be displayed on the following specific pages of the Host Site:

[DESCRIBE]

**APPENDIX “C”**

**MONTHLY ADVERTISING FEES**

[CREATE SCHEDULE OF FEES]