

## INTERNET ADVERTISING AGREEMENT

This Agreement is entered into between \_\_\_\_\_ (hereinafter referred to as “**Client**”) and \_\_\_\_\_ (hereinafter referred to as “**Company**”).

1. **Services.** Company shall manage, operate, modify as needed and maintain Client’s Internet advertising campaign via online services such as Google AdWords and Bing Ads.
2. **Payment.** In addition to advertising expenses incurred, Client shall pay, within fifteen (15) days following the end of each month, to Company the greater of the following:
  - a. Flat Fee of \$\_\_\_\_\_ per month, OR
  - b. Commission of three percent (3%) of every transaction with each referred customer for the life of such customer plus \$30 per qualified lead. A lead is qualified if a prospective referred customer with a demonstrated interest in the Client’s product or service has successfully established communication with the Client. Client’s obligation to pay Commission for the life of each referred client continues after the termination of this Agreement.

If payment in full is not received by Company according to the terms of this Agreement, Company may suspend or terminate all Internet advertising and related services.

3. **Term and Termination.** This Agreement shall remain in effect for a period of three (3) months from the date hereof (the “Term”) and shall automatically renew for another Term unless terminated by either party upon ten (10) days notice prior to the end of the respected Term. Notwithstanding the foregoing, this Agreement shall be subject to cancellation by either party in the event of a material breach by the other party, which breach is not cured within ten (10) days of the party seeking to cancel the Agreement providing written notice of such material breach to the other party and such other party failing to cure the breach within said period. The written notice shall provide specific details of the breach which resulted in the sending of the written notice of cancellation.
4. **Content.** Client agrees to assume full responsibility and liability for the content of its advertisement. Company is not responsible for, and in no way warrants, guarantees, or ratifies, the representations made or implied in Client’s content.
5. **Limitation of Liability.** Client acknowledges that online advertising results depend on continuously updated search engine algorithms and numerous other factors beyond the control of Company. Therefore, **Company does not guarantee or warrant any results or that the services will meet Client’s expectations or requirements. In no event shall Company or its agents, officers, or employees, or any affiliated company, or any agent, officer, or employee of any such company, be liable for incidental or consequential damages of any kind, including but not limited to, loss of revenue or profits whether resulting from breach of contract, negligence, or otherwise.**

Any liability of Company, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, delay of operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, shall be strictly limited to the amounts actually paid by Client to Company in the two (2) months before the claim arose.

6. **Indemnification.** Client shall indemnify, defend and hold Company, its agents, employees and affiliates harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including without limitation, interest, penalties, and attorneys' fees, that Company shall incur or suffer, which arise, result from or relate to any advertising, or action taken or omitted, or representation made by the Client.
7. **Relationship between Parties.** The relationship between the parties is intended to be, and is to be construed as, that of independent contracting parties only and not that of employment, partnership, joint venture, agency or any other association whatsoever. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior consent.
8. **Governing Law and Non-Waiver.** This Agreement and any dispute or claim arising out of, or related to it, its subject matter or formation shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Enforcement of this Agreement is solely in the parties' discretion, and failure to enforce the Agreement in some instances does not constitute a waiver of right to enforce in other instances.
9. **Arbitration.** Any dispute, controversy or claim arising out of or related to this Agreement shall, upon the request of either party involved, be submitted to and settled by binding arbitration in \_\_\_\_\_, pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, State or Federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel. **Parties understand that this clause means they waive their right to sue in court and have a jury trial.**
10. **Severability and Assignment.** If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The parties may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party.
11. **Entire Agreement.** The terms and conditions of this Agreement supersede any previous agreement, statement of terms and conditions, or understanding between Client and Company. All representations or promises relied upon in executing the Agreement are included in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**COMPANY:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_