

# Advertising AGREEMENT



THIS ADVERTISEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between (bUneke Rep) \_\_\_\_\_,

of PEACECORE, INC, (the "Owner") and \_\_\_\_\_, of \_\_\_\_\_, (the "Client")

## RECITALS

WHEREAS, Owner owns and operates a magazine identified as bUneke Magazine (the "Magazine"),

WHEREAS, Client desires to have display ads (the "Advertisements") placed in the Magazine to promote its products & services:

*In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:*

### 1. Advertisement Display and Services

The Owner agrees to publish the Advertisement in the Magazine for the time period specified below, commencing from 1st and ending on last day of the month. If the Client desires to remove the Advertisement from the Magazine prior to the end of this period, the Client must request this to the Owner in writing. No refund will be made for such early withdrawal of Advertisement.

### 2. Payment

The Client shall pay the Owner, in advance, for publication of the Advertisement and is due and payable upon the execution and delivery of this Agreement. Ads must run consecutively or risk an upcharge. All payments received after the 10th of the month are subject to interest accrued at the rate of 1.5% per month, or up to the maximum amount allowed by law, whichever is greater. In the event if the Client defaults in making the full payment within 3 days, the Magazine Owner reserves the right to suspend the Advertisement posted in the magazine and on the website.

### 3. Content

Client shall deliver the camera-ready Advertisements to Owner digitally via email at least ten (10) business days before the scheduled start date. Client shall be solely responsible for providing the Advertisement in the format required for display, (.pdf or .jpg). Client acknowledges that Owner will not be responsible or liable for the quality of any portion of the Advertisement that does not meet the established mechanical criteria. If, at any time, Client desires to modify its content, it shall provide a written request to Owner specifying in detail the modification desired. Owner shall, within a reasonable time, effectuate the modifications to the content.

### 4. Liability

Client shall be fully responsible and liable for the content contained in the Advertisement. The Owner is not responsible for, and in no way warrants, guarantees, or ratifies the representations made or implied in the contents.

### 5. Prohibited Content

Advertisements shall not contain:

- (i) any content promoting the use of tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;
- (ii) any content which is explicative or inappropriate language;
- (iii) content promoting illegal activity, contains racism, hate, "spam", mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law;
- (iv) content that is libellous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Owner in its sole discretion.

Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the Advertisement or any other action deemed necessary by the Owner in its sole discretion.

### 6. Acceptance

The Owner reserves the right to review and approve the suitability of the Advertisement submitted. Magazine Owner may reject or cancel any Advertisement for any reason which it believes, in good-faith, to be detrimental. If the Owner so rejects Client's Advertisement or terminates its display, then this Agreement shall be terminated, and Magazine Owner will return any prepaid advertising fees to Client.

### 7. License

Client grants the Owner a limited, non transferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit the Client's Advertisement (including any trade names, trademarks and service marks shown) during the term of this Agreement and solely in connection with this Agreement. Upon termination of this Agreement, the Owner will remove the

Client's Advertisement, destroy all copies of it and cease further display of the Advertisement.

Nothing in this Agreement grants Client any right to use the name, trademark, or service mark of Owner in any advertisement, sales promotion, or press release without Owner's prior written approval.

### 8. Proprietary Rights

Client acknowledges that the contents of the Owner Website, including, without limitation, all trade names, trademarks, service marks, content, text, images, software, functionality, page and other design and layout, media and other materials therein, is proprietary to or licensed by Owner, protected under copyright, trademark and other intellectual property laws and such contents may not be reproduced without the consent of Owner.

Client retains all right, title and interest including copyright and other proprietary or intellectual property rights in the content of the Advertisement. Client's trade names, trademarks and service marks therein.

### 9. Client Warranty.

Client warrants to Owner that:

- (i) Client has the right and authority to enter into and perform its obligations under this Agreement;
- (ii) the Advertisement shall conform to the description and specifications set forth by Owner;
- (iii) the Advertisement shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any country;
- (iv) the Advertisement does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity;
- (v) the Advertisement contains no viruses, worms, malicious code, trap doors, back doors, timers, clocks, counters, FTP servers, or other limiting routines, instructions or designs, and no web beacons, web bugs, spy ware or other similar hidden or transparent code, script, or routine designed to gather, track or transmit information about Owner or the users of the Magazine.

### 10. Disclaimer

The services and site are provided "as is" without warranty of any kind, express or implied and any use of the services or Magazine are at Client's sole risk. Owner does not warrant that the services or Magazine will be uninterrupted or error free, nor does Owner make any warranty as to the performance or any results that may be obtained by use of the services or Magazine. Owner makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, concerning the subject matter of this agreement.

### 11. Independent Contractor

Owner shall provide the Services as an independent contractor and Owner shall not act as an employee, agent or broker of the Client. As an independent contractor, Owner will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Owner understands that Client will not withhold any amounts for payment of any taxes from Owner's compensation.

### 12. Termination

- (a) Either party may terminate this Agreement for convenience by providing fifteen (15) days written notice ("Termination Notice") to the other party.
- (b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a fifteen (15) days' notice in writing. Upon receiving such notice, the defaulting party shall have fifteen (15) days from the date of such notice to cure any such default. If the default is not cured within the required fifteen (15) day period, the party providing notice shall have the right to terminate this Agreement.

### 13. Assignment

Owner shall not assign any of its rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Owner to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

### 14. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

### 15. Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Florida, USA.

### 16. Dispute Resolution

All disputes under this Agreement shall be settled by arbitration before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

### 17. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

### 18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO OWNER BY CLIENT.

### 19. Indemnification

Each party shall, at its own expense, indemnify and hold harmless, and at the other party's request, defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or related to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

### 20. Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

### 21. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

### 22. Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

### Agreement

Ad will run \_\_\_\_\_ month(s) for the sum of \$ \_\_\_\_\_

By paying this invoice, I agree to the terms and conditions set forth herein and in the bUneke/PEACECORE, Inc. Sales Contract.

Client: \_\_\_\_\_

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

bUneke Rep: \_\_\_\_\_

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