

WEB ADVERTISING AGREEMENT

BETWEEN:
.....
.....
(hereinafter referred to as the "Advertiser")

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AND:
.....
.....
(hereinafter referred to as the "Publisher" - Web Site Publisher -)
(the Advertiser and the Publisher hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Advertiser wishes to place an advertisement on the Publisher's Web site;

WHEREAS, for good and valuable consideration, the Publisher agrees to rent to the Advertiser an ad space on his Web site and to provide him with other services as specified herein;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Ad Space Rental

The Publisher agrees to rent to the Advertiser an ad space on Web site whose URL is http://..... (hereinafter referred to as the "Web Site") to display an advertisement (hereinafter referred to as the "Ad") in accordance with the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications").

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2.02 Ad Design

The Publisher agrees to provide the Ad design services in accordance with the Specifications.

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Advertiser Publisher

3.00 CONSIDERATION

03 3.01 Price

With respect to the Ad space rental and other services to be provided, the Advertiser shall pay to the Publisher the price indicated in the Specifications, plus all applicable taxes.

3.02 Billing

The Publisher shall send all invoices to the Advertiser's address indicated in the Specifications or to any other address the Advertiser may communicate to the Publisher following the signing of this Agreement.

04 3.03 Terms and Conditions of Payment

The price is payable by the Advertiser to the Publisher according to the terms and conditions of payment indicated in the Specifications.

4.00 SPECIAL PROVISIONS

4.01 Parties' Representatives

Each party acknowledges that the person appointed in the Specifications (or any substitute following a notice sent to the other party to that effect) represents that party and has full power to act, make decisions, and give the required authorizations with respect to the execution of this Agreement.

4.02 Advertiser's Obligations

The Advertiser undertakes and binds himself towards the Publisher as follows:

- a) The Advertiser shall provide the Ad in the format and within the deadlines indicated in the Specifications, unless he has retained the Publisher's services for the Ad design;
- b) The Advertiser shall collaborate with the Publisher and provide it all the required information necessary to ensure the execution of the services to be provided;
- c) The Advertiser shall promptly report to the Publisher any problem of which he may be aware of concerning:
 - Web server operation;
 - Web Site display;
 - Web page displaying the Ad;
 - Ad display;
- d) The Advertiser is solely liable for the Ad content and for any and all damages that may ensue from its use or display;
- e) The Advertiser shall defend and hold harmless the Publisher if he is called in or introduced as a party in legal proceedings instituted by a third party alleging fault on the part of the Publisher resulting from the presence, use or display of the Ad or of the information contained therein, and shall indemnify the Publisher for any monetary condemnation in capital and interests, and for any expense, including legal and attorney fees, which the Publisher may incur as a consequence thereof;
- f) The Advertiser may not transfer to a third party any of his rights under this Agreement including without limitation the lease of the Ad space, in whole or in part, without the prior written consent of the Publisher;
- g) The Advertiser shall pay the Publisher for the Ad space rental, Ad design services (if applicable) and for any additional services that he may request after the signing of this Agreement, according to the terms and conditions of payment stated in the Specifications.

4.03 Publisher's Obligations

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Advertiser Publisher