

1.7 “SEO” refers to the Search Engine Optimization process.

1.8 “Video Advertising” refers to the advertisements conducted on Platforms including but not limited to Vimeo.com, Youtube.com and other similar video platforms.

1.9 “Viral Advertising” refers to the manner of advertising such as viral (highly popular) advertising, buzz marketing and any other type of advertising such as ones utilizing internet memes.

1.10 “Bonus Offers” will refer to the offering of any freebies such as goods, ebooks or any other services for the purpose of incentivizing the customer to purchase the goods or services of the Company.

1.11 “Fees” refer to the list of fees included in Section 4.

1.12 “Budget” refers to the financial resources and overall budget allocated to the advertisements and is mentioned in Section 5.

1.13 This Advertising Agreement may be implemented by both parties in either English or any other language but in the case, a dispute shall occur regarding the different translations of this agreement the English meaning of this agreement will be given privilege over other translations.

1.14 In case one of the terms and conditions laid out in any particular section are held unenforceable and invalid, only those terms will be considered ineffective while the other contractual agreements remain valid and legally enforceable.

2. PROVISION OF INFORMATION

The company has promised to provide the advertiser with the following for the reasonable process of promoting and creating advertisements for the company:

2.1 Information about the company such as an executive summary and its business location.

2.2 Adequate information about the products and services to be advertised under this agreement which includes but not limited to pertinent information such as expenses, means of payments and any refund policies.

2.3 What the objective of this advertisement is such as if it is to promote the product itself or to create brand awareness or both.

2.4 Adequately planned and thorough information about the budget allocated for the advertising.

2.5 Give the advertiser access to important marketing statistics such as the company's website traffic to assist the advertiser in evaluating the performance of the advertisement either to track any commission amount or make any improvements as needed.

The advertiser will only be obligated to fulfill his duties mentioned hereinafter the conditions aforementioned in Section 2 have been met by the company and in case any amendments or modifications are to be made to these conditions it is to be immediately notified in writing.

3. OBLIGATIONS UNDERTAKEN BY ADVERTISER

It is agreed that:

3.1. The Advertiser may use the following means to promote the products or services of the Company as agreed between the Parties from time to time:

The company has allowed the advertiser to employ the following marketing approaches from once in a while for the purpose of promulgation and promotion of the company's product and services:

3.1.1 SEO

3.1.2 Visual Ads

3.1.3 Text-Based Ads

3.1.4 PPV Ads

3.1.5 PPC Ads

3.1.6 Website or Blog Advertisements

3.1.7 Social Media Advertising

3.1.8 Video Advertising

3.1.9 Viral Marketing

3.1.10 Billboard Advertising

3.1.11 TV Advertising

3.1.12 Magazine Advertising

3.1.13 Radio Advertising

3.1.14 Referrals (Word of mouth) Marketing

3.2 It has been made impermissible for the Advertiser to employ any of the following approaches for the promotion of the Company’s products or services:

3.2.1 Affiliate Marketing

3.2.2 Popups

3.2.3 Bonus Offers

3.3 No advertisement should take place prior to a formal agreement by the Company.

3.4 The advertiser is obligated to consign all the materials listed below to the company after this Agreement terminates:

3.4.1 Complete list of keywords placed within the advertisements or for the purpose of SEO.

3.4.2 All information regarding the Advertisement costing methods used such as PPC or PPV strategies and also information regarding the audience targeted such as territories, demographics and budgets allocated.

3.4.3 All Information regarding the traffic gained under the influence of the campaign including but not limited to Google Analytics information and other similar data.

4. FEES

The Company has deliberately agreed to disperse the Advertiser an amount of [_____] for their services, the list of fees and their related services mentioned below are to be fulfilled by the advertiser and the company respectively and constitute a part of this Agreement.

ITEM	FEE	PAYMENT SCHEDULE

5. MANAGEMENT OF ADVERTISING BUDGET

Both parties have acknowledged that:

5.1 Throughout the course of this Advertising Agreement and moreover the Fees listed in Section 4 are to be paid by the Company in the monetary amount [_____] to the advertiser in order to fulfill all the direct expenses incurred due to the advertising.

5.2 The company will make the payments for the budget through the following method only: [_____]

5.3 The advertiser has agreed to refund any remaining balance on the Allocated Budget.

6. DURATION

This Advertising Agreement is entered into on the execution date and will be put into effect until one of the following instances take place:

6.1 The company has not been able to pay the fees mentioned herein within a period of [_____] after they have been incurred and that there was no formal arrangement or agreement made for such inconveniences beforehand.

6.2 The provision of a 14-day notice terminating the contract sent in written form by either Party.

6.3 An entire calendar year has passed after this Agreement took place.

7. WARRANTIES AND INDEMNIFICATION

Both Parties accept the following terms:

7.1 Both parties accept that they have the capability and willingness to enter into this Agreement.

7.2 Both parties accept that they have not omitted any information or provided any inaccurate information which may prove problematic in the future for their performance of pertaining obligations as mentioned herein.

7.3 The advertiser promises to only use the approved means of advertisement as specified by the company and included in Clause 3.1. Moreover, the Advertiser is obligated to not use a means of advertisement other than those mentioned herein unless written consent has been given by the Company and this type of consent will constitute a variation according to clause 9.

7.4 In the instance the Advertiser is responsible for the maintenance, monitoring or control of the Budget allocated to advertisements, the advertiser promises to only use the amount of budget for the sole purpose of advertising and not utilize this budget for any other purpose and He/she is also obligated to refund any amount remaining after this Agreement ends.

7.5 The Company has agreed to pay for any fees incurred due to the advertising immediately and to not withhold any reasonable payment obligations.

7.6 The Advertiser promises to only use a) work and material formally approved by the Company or b) original work and will avoid copyright infringement in its entirety.

7.7 The Advertiser promises to not incorporate any incorrect or misleading material or statements in the advertising either by omission, statement, act or implication.

7.8 The Advertiser promises to not incorporate any vulgarity, offense, or controversial advertising for the company.

7.9 The advertiser promises to protect the company in its entirety against any damage or losses incurred in case of violation of the clauses 7.7, 7.8 or 7.9.

7.10 The Advertiser accepts the terms that he is not granted any right to legally bind the company.

7.11 The benefits and obligations incurred due to this Agreement are to be assigned by either Party only after written consent has been given by the other Party first.

7.13 In case a party has taken a delayed action or failure to act against a violation of the terms mentioned herein the Party will not be waived from their rights.

7.14 Both parties agree to not involve in activities that may prove problematic or cause adversity on the performance of the other Party's responsibilities and obligations as mentioned herein.

7.15 Both Parties have promised to remain accountable and answerable to the judicial system and legislation mentioned in Section 11.

8. CONFIDENTIALITY

It is agreed that:

8.1 The advertiser is under the obligation to entirely ensure the company that any Classified information or materials owned by the company are not disclosed to a

third-party, this includes any information obtained for the reasonable purpose of advertising such as information about the means of advertisement and the instructions given within this Agreement.

8.2 The company is obligated to keep the information of the advertiser classified at all times and promises to not disclose this information to a third-party.

8.3 The Advertiser is obligated to refrain from any disclosure of classified information pertaining to the company unless formal consent has been taken in written form or in case required by the judicial system provided that the information in question has not been publicly available in any form previously.

8.4 The contractual agreements set out in section 8.1, 8.2, 8.3 will be applicable to both parties indefinitely and will not terminate with this Advertising Agreement.

9. MODIFICATIONS

In case any amendments or modifications are to be made to this Advertising Agreement a written, signed and dated consent of both parties is necessary.

10. NOTICES

Any notices pertaining to this Advertising Agreement are to be made in a formal manner including a written notice sent to the other party either in person or to their provided address to be considered valid.

11. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

11.1 This Advertising Agreement is under the governance of the judicial system of the laws of [_____].

11.2 In case any disputes occur, Both parties agree to resolve it by taking the matter to a competent court and through the governance of the judicial system of [_____] only.

11.3 Notwithstanding the terms of 11.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

UNDER WITNESS, each of the Parties has established this Advertising Agreement:

[_____]

Signature: _____

Name: _____

Date: _____

[_____]

Signature: _____

Name: _____

Date: _____