

# SOFX Advertising Agreement

## General Terms

This agreement is for the purchase of an advertising package “Newsletter Takeover” for the newsletter distributed by SOFX Inc. The Package includes one day of advertising in the newsletter, unless a different agreement has been made in writing between the parties.

Full payment is required prior to the start of the advertisement unless otherwise agreed in writing. In the event of late payment, SOFX reserves the right to suspend or terminate the advertising service.

### 1. Content

Client shall deliver Logos and copy to SOFX, Inc. (the “Company” or “SOFX”) digitally via email to at least two (2) business days before each scheduled publication date. Specifications will be provided by Company in the Advertising Specifications Sheet. Client shall be solely responsible for providing the images in the formats required for display. Client acknowledges that Company will not be responsible or liable for the quality of any portion of the Representation that does not meet the established mechanical criteria. If at any time Client desires to modify its content, it shall provide a written request via email to Company specifying in detail the modification desired. Company shall, within a reasonable time, effectuate the modifications to the content.

### 2. Liability

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

### 3. Prohibited Content

Representations shall not contain:

- (i) any content promoting the use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content;
- (ii) any content which explicative or inappropriate language is;
- (iii) content promoting illegal activity, racism, hate, “spam”, mail fraud, pyramid schemes, or investment opportunities or advice which is not permitted under law;
- (iv) Content that is libelous, defamatory, contrary to public policy or otherwise unlawful or any other content deemed inappropriate by the Company in its sole discretion. Use of any such inappropriate content by the Client will result in the suspension, termination and removal of the Representation or any other action deemed necessary by the Company in its sole discretion.

### 4. Acceptance

The Company reserves the right to review and approve the suitability of the Representation submitted. The Company may reject or cancel any Representation for any reason which it believes in good-faith to be detrimental. If the Company so rejects Client’s Representation or terminates its display, then this Agreement shall be terminated, and the Company will return any prepaid fees to the Client on a pro rata basis.

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## 5. License

Client grants the Company a limited, non-transferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit the Client's Representation (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 Company will remove the Client's Representation, destroy all copies of it and cease further display of the Representation. Nothing in this Agreement grants Client any right to use the name, trademark, or service mark of Company in any representation, sales promotion, or press release without Company's prior written approval.

## 6. Proprietary Rights

Client acknowledges that the contents of the Company Websites, 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 Company, protected under copyright, trademark and other intellectual property laws and such contents may not be reproduced without the consent of Company. Client retains all right, title and interest including copyright and other proprietary or intellectual property rights in the content of the Representation, Client's trade names, trademarks and service marks therein.

## 7. Client Warranty

Client warrants to Company that:

- (i) Client has the right and authority to enter into and perform its obligations under this Agreement;
- (ii) the Representation shall conform to the description and specifications set forth by Company;
- (iii) the Representation 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 Representation 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 Representation 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 Company or the users of the Website.

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## 8. Disclaimer

The services and site are provided “as is” without warranty of any kind, express or implied and any use of the services or Website are at Client’s sole risk. Company does not warrant that the services or Website will be uninterrupted or error free, nor does Company make any warranty as to the performance or any results that may be obtained by use of the services or Website. Company 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.

## 9. Independent Contractor

Company shall provide the Services as an independent contractor and Company shall not act as an employee, agent or broker of the Client. As an independent contractor, Company will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Company understands that Client will not withhold any amounts for payment of any taxes from Company’s compensation. A 3.5% service charge is required to process Client payments by credit card.

## 10. Termination

(a) Either party may terminate this Agreement for convenience by providing fifteen (15) days written notice (“Termination Notice”) to the other party.

## 10. Termination (Continued)

(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) day 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.

## 11. Assignment

Company shall not assign any of their 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 Company to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

## 12. 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.

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## 13. Governing Law

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

## 14. Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in Delaware 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.

## 15. 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.

## 16. 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 COMPANY BY CLIENT.**

## 17. 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, sub-licensees, 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 relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

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### **18. 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.

### **19. 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.

### **20. Captions Strategies**

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.

## **SOFX Advertising Agreement**

IN WITNESS WHEREOF, by proceeding with the purchase of the Advertisement Package, the advertiser, or their authorized representative, signifies agreement to the terms and conditions set forth in this Agreement, effective as of the date of purchase.

Please note that by purchasing the Advertisement Package, the advertiser or their authorized representative confirms that they are of legal age and capacity to enter into such an agreement. The purchase also signifies that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement, as they may be amended by SOFX inc from time to time, at its sole discretion.