

## **ONLINE ADVERTISING AGREEMENT FOR WEBSITE-HOSTED ADS AND SOCIAL MEDIA CONSULTING AND MANAGEMENT SERVICES**

This online advertising agreement (this "Agreement") is hereby entered into upon a signed Insertion Order, by and between **Impact Media**, with its offices located at 2946 Friendly Grove Road, NE, Olympia, WA 98506, USA (the "Host Provider"), and "you" meaning the signing applicant, on the following terms and conditions:

### **1. General Undertaking/Services.**

The Host Provider operates an Internet website located at: <https://rvtoolbox.com> (the "Host Site") which provides content about the RV lifestyle, as well as <https://facebook.com/group/coolrvstuff> (the "Host Community") which creates a community for discussion about the RV lifestyle. Customer wishes to purchase advertising space (each, an "Advertisement" or "Ad") on the Host Site to display either text-based descriptions or banners/buttons of its advertising based website (the "Advertised Site"), coupled with hypertext pointers or "hotlinks" which, when one is clicked on by a mouse, transports visitors from the Host Site to the Advertised Site. Customer hereby engages the services of Host Provider to run Advertisement(s) on the Host Site pursuant to the terms and conditions set forth herein. Additionally, the Customer may pay Impact Media fees for social media management services in the facilitation of content in the Host Community, with the placement under and limited to the specific terms provided for in a separate signed Insertion Order.

### **2. Submission of Advertisement(s).**

The Customer will submit any and all materials to the Host Provider according to Host Provider's submission specifications provided to Customer in writing or by email. Host Provider may, in its good faith and reasonable judgment, reject any Advertisement or Post Content which is not in the proper format, and/or reject any link to an Advertised Site which is not materially functional and/or which Host Provider considers unsuitable for linking to the Host Site or including in the Host Community; provided, however, that Host Provider shall first provide Customer with a detailed description of any non-compliance along with a reasonable opportunity to cure any such defect(s) (subject to all applicable deadlines as set forth herein). If Host Provider rejects Advertising Content and the Customer is unable or unwilling to comply with Host Provider's submission guidelines, then placement and hosting of the applicable Ad or social media management services shall be deemed cancelled and Section 10., below, shall apply with respect thereto.

### **3. Fees & Payment Terms/Metrics.**

#### **(a) Advertising Creative and Management Fee.**

A Creative and Management fee (the "Fee") will be paid by Customer to Host Provider as compensation for setting up, placing, and operating a specific Advertisement on the Host Site as well as services provided in the placement of content in the Host Community, pursuant to the terms hereof. The Fee shall be set forth in the applicable Insertion Order, and due upon execution thereof by the parties.

#### **(b) Host Site and Host Community Metrics.**

Additionally, Host Provider will provide to Customer, at the conclusion of the Agreement term, or as the Host Provider deems most appropriate, accurate information with respect to the number of Host Site visitors in general (visitor impressions), and member reach for services rendered (Reach) in the Host Community. To the extent that the number of visitors and reach combined is specified in applicable Insertion Order, and for any given period specified in that Insertion Order, is at least five percent (5%) less than as stated in the applicable Insertion Order than notwithstanding anything set forth herein to the contrary, Customer shall be entitled to a pro-rated credit in the amount of the shortfall on its Commission for the next applicable contract. To the extent that this 5%+ deficit exists for at least four (4) consecutive weeks, Customer shall be entitled to terminate this Agreement (as a material breach hereunder by Host Provider) pursuant to the termination provisions set forth herein.

#### **(c) Payments & Taxes.**

Customer shall be responsible for interest on all amounts overdue by more than thirty (30) days at a rate of the lesser of one and one-half percent (1.5%), or the maximum rate allowable by applicable law, along with all of Host Provider's reasonable and necessary collection costs, including without limitation outside attorneys' fees and expenses, incurred in connection therewith.

#### **4. Operational Matters/Ad Positioning/Exclusivity.**

The Host Provider reserves the right in its sole discretion to determine all matters concerning the configuration of hardware, software, telecommunications, system components, advertising categories, and other administrative or operational issues for the Host Site or Host Community as it deems necessary or helpful in the normal course of business.

##### **(a) Ad Positioning.**

Host Provider is not providing a guaranteed position to Customer in connection with the Ad(s) placed hereunder to meet Reach and visitor impressions targets, yet agrees to use reasonable efforts (subject to Host Provider's standard business practices) to accommodate Customer's written requests in connection therewith.

##### **(b) Community Post Placements.**

Host Provider is not providing a guaranteed precise Hosting Community content posting schedule or specific Content wording to Customer in connection with the Content placed hereunder to meet Reach and visitor impressions targets, yet agrees to use reasonable efforts (subject to Host Provider's standard business practices) to accommodate Customer's written requests in connection therewith.

##### **(c) Exclusivity.**

Host Provider agrees not to publish any third party advertisement and/or a link to any third party advertised website on the Host Site if the entity in question is a direct competitor of Customer during the Term (as defined herein). For the purposes hereof, the term "direct competitor" shall include the entities that produce an effectively identical product or provide an effectively identical service as the Customer.

#### **5. Proprietary Rights.**

Each party (or identified third party) owns its respective websites and all material and content contained in it. Nothing herein grants the other party any right, title, or license in a party's intellectual property rights, except only that Customer grants to Host Provider the limited, non-exclusive, non-transferable license to setup and display Advertisements and Content (including any identifying marks contained therein) on the Host Site and the Host Community pursuant to the terms hereof and any applicable Insertion Order. Upon termination or expiration of this Agreement, the Host Provider shall promptly deactivate the Advertisement(s) or Content on Customer's written request or subject to Host Provider's sole discretion. Nothing herein grants either party the right to publish or use any trademark, servicemark, logo, and/or other identifying mark of the other party in any advertisement, sales promotion, press release, and/or other publicity or marketing materials without such other party's prior written consent in each instance not to be unreasonably withheld. Notwithstanding the foregoing, a brief, non-defamatory mention by one party of the existence of the arrangement set forth herein (without the provision of details of any kind and/or the use of any identifying marks of the other party) shall not be deemed a breach hereof and/or the confidentiality provisions set forth below.

#### **6. Confidentiality.**

##### **(a)**

Neither party (each, a "receiving party"), along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, subsidiaries, and affiliates (collectively its "Representatives") shall, during the term hereof and for a period of two (2) years thereafter, without the other party's (each, a "disclosing party") prior written approval in each instance (not to be unreasonably withheld), disclose or otherwise make available to any other person or entity (whether acquired on the Effective Date or during the continuance of this Agreement) any information relating to the disclosing party's business plans, products, advertising, innovations, fees, advertising or product concepts, customers, technology, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, operating results, or other business affairs (including without limitation, Host Provider's fees), or any other proprietary or confidential information of the disclosing party (the "Confidential Information").

The foregoing shall not apply to Confidential Information which: (i) is or becomes known to the general public (other than as a result of the disclosure, directly or indirectly, by the receiving party or its Representative); (ii) was or is made available to the receiving party on a non-confidential basis from a source other than the disclosing party or any affiliate, provided that such source is not, and was not, to the receiving party's actual

and/or constructive knowledge, bound by a confidentiality agreement with the disclosing party or any affiliate or otherwise prohibited from transmitting such information by contract, legal or fiduciary obligation to the disclosing party, any affiliate, or any third party; or (iii) is required to be disclosed by law, provided the receiving party gives disclosing party notice and an opportunity to seek an appropriate protective order at its own expense. It is understood that the information required to be held in confidence as herein provided may be disclosed by the receiving party only to Representatives who need to know such Confidential Information for the purposes of fulfilling its obligations hereunder. Such Representatives, prior to any such disclosure, shall be informed of the confidential nature of such Confidential Information, and shall agree in writing to be bound by the terms hereof. The confidentiality provisions set forth herein shall also apply separately to each subcontractor or independent contractor selected by Host Provider, and Host Provider shall be responsible for informing any such subcontractor of any confidential and proprietary information included in any work subcontracted for hereunder. Host Provider shall have such person agree to be bound in writing by confidentiality terms no less stringent than those set forth herein.

(b)

All Confidential Information furnished to the receiving party by the disclosing party or any third party at the request of the disclosing party shall be and remain the property of the disclosing party. All copies of such Confidential Information in written, graphic, or other tangible form shall be returned to the disclosing party at any time upon the advance written request of the disclosing party or upon the termination of this Agreement for any reason whatsoever, subject to the terms hereof.

#### **7. Force Majeure.**

Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, and incompatible or defective equipment, software or services not supplied by the excused party. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

#### **8. Legal Compliance with Advertising Laws, Rules, and Regulations.**

Customer acknowledges that it is Host Provider's business policy to conduct advertising campaigns in general in a manner so as not to: send unsolicited (i.e., spam) email to recipients (unless authorized by federal law); promulgate advertising that is, in any way, false or misleading; misuse or misappropriate another party's intellectual property and/or other third party rights of any kind; send obscene messages to any recipients; and/or use email or other forms of messaging to conduct illegal or immoral activities of any kind as per current, applicable law. Customer and Host Provider each agree not to take any actions inconsistent with this policy, and to make all of each of its employees and agents aware of such policy in order to ensure compliance herewith. A breach of this Section shall be considered a material breach of this Agreement, giving rise to immediate termination rights. Each party further agrees that it will cooperate with the other party in all reasonable respects in its efforts to respect any user's privacy wishes and requests to be unsubscribed from receiving email. Additionally, in connection with any and all tracking services (i.e., of online users' personal information and web searching history), the parties hereto acknowledge and agree that the protection of consumer privacy is a priority of Customer and Host Provider. Each of Customer and Host Provider pledges its commitment to protecting the privacy of consumers, taking all commercially practicable steps to maintain such privacy, and adhering to fair information collection practices with respect to each of its performances under this Agreement. Accordingly, each party represents and warrants that it will act in full compliance with all Federal Trade Commission guidelines and any other applicable laws, rules and regulations then in existence with respect to the collection, use, and sharing of information gathered from consumers.

#### **9. Regulation of Certain Content.**

The Host Provider may, in its sole good faith discretion, refuse to assist in the publication of any advertising

provided by Customer to Host Provider hereunder if: (i) it does not comply with Host Provider's specific formatting, editorial, and/or publishing guidelines; (ii) it believes in good faith that the Advertised Site, and/or the publication of an Advertisement, violates any applicable law, rule, or regulation (including, without limitation, any federal advertising regulations such as the Truth in Advertising regulations, Children's Online Privacy Protection Act, and/or the CAN-SPAM Act); and/or (iii) it believes in good faith that such Ad or Post copy does not comply with reasonable moral standards promulgated by Host Provider and/or society in general. Without limitation on the foregoing, the following will not be accepted by Host Provider: (aa) information deemed detrimental to the Host Site and/or any individual or entity; (bb) information deemed abusive, profane, incendiary, defamatory, and/or harassing; (cc) any materials or information taking the form of, or linking to, a "chain letter," or pornographic or obscene movies or graphic images; or (dd) excessive hotlinks.

#### **10. Cancellations/Default.**

If an Insertion Order is not fulfilled as a result of Customer's cancellation, or if Customer does not provide Host Provider with the requisite advertising or posting material on or before the day it is due (as set forth in the applicable Insertion Order) and pursuant to Host Provider's reasonable specifications in connection therewith, the space purchased shall be deemed forfeited. In such event, Host Provider shall be entitled to the full charge for such space (i.e., as if the Ad ran). Notwithstanding the foregoing, no payment obligation shall apply: (i) in connection with any cancellation or missed deadline by Customer due to an event of force majeure (i.e., an event beyond the control of the parties, including without limitation, weather, strikes, etc.); or (ii) in connection with any cancellation or missed deadline due to or arising out of the breach by, or negligence of, Host Provider. Additionally, the parties hereto agree to negotiate in good faith with respect to the replacement of any such Ad or post.

#### **11. Liability for Materials.**

Host Provider agrees that it will use all commercially reasonable efforts to protect any and all materials supplied to Host Provider hereunder by or on behalf of Customer. Notwithstanding the foregoing, Host Provider will not be liable for any loss, cost or damage thereto.

#### **12. Mutual Representations & Warranties.**

Each party represents and warrants that it is duly organized, validly existing and in good standing in its State of incorporation and/or business licensing, and has full power and authority to enter into this Agreement and fulfill its obligations hereunder. Customer further represents and warrants to Host Provider that the contents of all final information and materials provided by Customer to Host Provider hereunder (without modification by Host Provider and when used specifically as authorized by Customer) to the best of Customer's knowledge: (i) are true and accurate in every respect; (ii) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (iii) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights). Host Provider further represents and warrants to Customer the following: (i) Host Provider will submit to the Customer's Ad and Post final copy and scheduled placement date for consideration via email no less than 2 (two) days prior to placement, and shall be use if specifically authorized by Customer, or not specifically rejected by the Customer in writing prior to provided placement date; and (ii) The Host Site and Host Community (in whole and in part), and any materials or information provided to Customer by or on behalf of Host Provider hereunder, to the best of Host Provider's knowledge: (aa) are true and accurate in every respect; (bb) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (cc) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights).

#### **13. Indemnity.**

Each party shall indemnify, defend, and hold the other party harmless from and against any and all costs, damages, loss, or expenses, including, without limitation, outside attorney's fees and related costs, to the extent arising out of a breach by such party hereunder (including, without limitation, its representations and warranties), and/or the negligence or willful misconduct of such party. The indemnified party shall provide the indemnifying party with prompt written notice of any claim and give complete control of its defense and settlement to the indemnifying party, and shall cooperate in all reasonable respects with the indemnifying party,

its insurance company and its legal counsel in its defense of such claim, at the indemnifying party's expense. This indemnity shall not cover any claims in which there is a failure to give the indemnifying party prompt notice, but only to the extent such lack of notice prejudices the defense of the claim. The indemnifying party may not settle any potential suit hereunder without the indemnified party's prior written approval (not to be unreasonably withheld, conditioned, or delayed).

#### **14. Limitation of Liability.**

The parties hereto acknowledge and agree that the following provisions are material conditions of this Agreement and reflect a fair allocation of risk between the parties:

(a)

HOST PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO CUSTOMER THAT OPERATION OF THE HOST SITE OR ONLINE COMMUNITY WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. HOST PROVIDER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(b)

CUSTOMER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO HOST PROVIDER THAT OPERATION OF THE ADVERTISED SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. CUSTOMER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(c)

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HOST SITE.

(d)

EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e)

EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE AMOUNTS PAID BY CUSTOMER TO HOST PROVIDER HEREUNDER.

(f)

ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

#### **15. Insurance.**

Each party shall maintain, at its own cost and expense, the appropriate insurance to cover their own extent of liability.

#### **16. Term & Termination.**

(a) Term.

The term (the "Term") of this Agreement shall commence as of the Effective Date and continue through and including any period of time that an Insertion Order is in effect (subject to termination as set forth below).

(b) Termination.

This Agreement may be immediately terminated by either party without further liability or obligation to the other party if: (i) the other party violates any applicable U.S. state or local laws, rules, regulations, or ordinances

(including, without limitation, any applicable advertising regulations); (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement (and/or violates the non-breaching party's fair and reasonable "morals clause," as such term is commonly understood in common law) and, if such breach or violation is curable, it remains un-remedied for a period of seven (7) days following receipt of written notice thereof detailing such breach or violation; or (iii) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors. Termination shall have no effect on the parties' rights and obligations hereunder with respect to those provisions which, by their very nature, are intended to survive any termination or expiration hereof, including, without limitation, representations & warranties, indemnifications, accrued payment obligations, limitations on liability, export regulations, and confidentiality.

(c) Following Termination.

In the event of any termination hereunder, Customer shall pay Host Provider all amounts due to Host Provider up through the effective date of termination. Additionally, upon termination of this Agreement, Host Provider shall transfer to Customer all of Customer's materials in Host Provider's possession or control.

#### **17. Disputes, Choice of Law.**

The parties hereto agree that any disputes between them respecting the terms hereof shall be submitted to a single arbitrator under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in Court, shall include a written explanation of the decision and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF WASHINGTON WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS PRINCIPLES, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

#### **18. Export Regulations.**

The transfer of technology across national boundaries is regulated by the U.S. Government. The parties hereto agree not to export or re-export (including by way of electronic transmission) any data or technology derived from its own website(s) without first obtaining any required export license or governmental approval. Neither party shall directly or indirectly export or re-export (including by electronic transmission) any regulated technology to any country to which such activity is restricted by any applicable U.S. regulation, rule, or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

#### **19. Independent Contractors.**

The parties hereto are independent contractors with respect to each other and with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive course of dealing. Without limitation on the foregoing, neither party shall have the right to bind the other party to any agreement, covenant, or obligation of any kind without the prior written consent of such other party in each instance.

#### **20. Assignment.**

Neither party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party in each instance such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may be free to assign this Agreement to any (a) affiliate of such party; or (b) successor entity of such party that assumes all, or a majority of, such party's assets in writing.

#### **21. Miscellaneous.**

This document and any attachments incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions

shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

Submission of this sponsorship request, and/or the signing of the consequential Insertion Order, constitutes the acceptance of the terms put forth in this Agreement.