

WEBSITE ADVERTISING AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

PUBLISHER
(the "Publisher")

OF THE FIRST PART

- and -

ADVERTISER
(the "Advertiser")

OF THE SECOND PART

WHEREAS the Advertiser desires to utilize advertising space on the Publisher's Internet web site and the Publisher agrees to provide such advertising space to the Advertiser on the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

Wherever used in this Agreement, the following words or terms shall have the following meanings:

- (a) "Banner" means a graphic file in JPEG or GIF format used to display an online advertisement, which is linked to the Advertiser's web site.
- (b) "Click-through" means a hit on a web site by means of an Internet user accessing a hyperlink provided in a Banner.
- (c) "Hit" means a visit to a web site by an Internet user.
- (d) "Hyperlink" means a link on a web page which links to another web page.
- (e) "Impression" means a display of a Banner to an Internet user.
- (f) "Traffic" means the number of hits received by a web site.
- (g) "Usage Statistics" means information with respect to the number of hits on a web site, including the time of each hit, and which web page on the web site was accessed.

2. Fees for Advertising Space

- (a) The Advertiser shall, each and every month during the term of this Agreement, pay to the Publisher the sum of \$_____ per month, to be paid within _____ days of receipt of an invoice from the Publisher.
- (b) Upon any failure or refusal by the Advertiser to pay any amounts due under this Agreement in a timely manner, the Publisher shall not be obligated to provide any advertising services to the Advertiser and may at its option terminate this Agreement immediately. Termination by the Publisher pursuant to this subsection shall not relieve the Advertiser from its obligation to pay any amounts owing under the Agreement with respect to impressions already delivered by the Publisher.

3. Banner Placement and Display

- (a) The Publisher agrees to provide for an area [size] on a web page on its web site for the placement of the Banner during the term of this Agreement.
- (b) Unless otherwise agreed to in writing, the choice of the web page on the Publisher's web site, and the placement and location of the Banner within that web page shall be at the sole discretion of the Publisher.
- (c) The Publisher shall use reasonable efforts in good faith to ensure impressions of the Banner during the Term of the Agreement. The Advertiser understands that due to the nature of online advertising, and despite the Publisher's reasonable efforts, the rate of Banner impressions delivered during the Term may vary due to fluctuations in Internet traffic to the Publisher's web site.
- (d) The Advertiser shall be solely responsible for preparing the Banner and providing the same to the Publisher in electronic format at least ____ days prior to its display on the Publisher's web site. If the Advertiser is unable to provide the Banner in electronic format, the Publisher shall charge the Advertiser a scanning fee, such fee not to exceed \$_____, in respect of any Banner submitted in hard copy format. The Advertiser shall be solely responsible for the accuracy and correctness of the information supplied in all Banners provided by the Advertiser and displayed on the Publisher's web site.

4. Term

- (a) This Agreement shall commence on the date first above written and shall expire, subject to earlier termination by either party, _____ months/years from that date.
- (b) Either party may terminate this Agreement by providing _____ days' written notice to the other party.

5. Publisher's Right to Reject Banner Ads

- (a) The Publisher shall have the right, in its sole discretion, to refuse to display any Banner submitted by the Advertiser at any time if such Banner does not conform to any of the Publisher's policies, guidelines or restrictions.
- (b) Further, the Publisher shall have the right to refuse to display any of the Advertiser's Banners if the Advertiser is in breach of any of the provisions of this Agreement or in default of any of its obligations hereunder, until such time as such breach or default has been cured.
- (c) The Publisher shall have the right to reject a Banner submitted in a graphic file format other than JPEG or GIF, or in an otherwise incomplete, unintelligible or corrupted format.
- (d) The Publisher shall have the right to reject a Banner if the Banner, or a web site to which the Banner provides a hyperlink, contains:
 - (i) material that violates any statute, rule of law, regulation or rights of third parties;
 - (ii) material that infringes any copyright, trade mark, trade secret, patent or other proprietary rights of third parties;
 - (iii) material that is libelous or slanderous;
 - (iv) material which is pornographic or obscene;
 - (v) material that promotes illegal or racist activity;
 - (vi) products or services for the delivery of unsolicited electronic mail.

THIS IS A 4-PAGE FORM.