



ADVERTISING INSERTION ORDER

ADVERTISER	Adclick Media
PARTNER	PROJECT: PPC DONE-FOR-YOU
ADDRESS:	Entity Name: AdClick Media, LLC
CITY, ST, ZIP:	Address: P.O. Box 561
CONTACT:	City, ST, ZIP: Hurley, NY 12443
PHONE:	Salesperson: Martha Merten
EMAIL:	Email: support@webpreneurmedia.com
	Phone: (845) 383-1007
	Fax: (845) 383-1275
	Tax ID: 81-2196953

DIGITAL MANAGEMENT PRICING

SERVICE	DETAILS	Cost
PPC CAMPAIGN SET UP CHARGE	Completed Within 3 Business Days from Date of Signed Agreement	\$200 – 1 Time WAIVED for \$500 minimum ad spend deposit
PPC AD Spend for PPC Ads and Remarketing	This will be spent for pay per click and remarketing campaigns	\$500
PPC Management Charge	This is the monthly fee that pays for the continual management of the account.	8% of the Ad Spend – Monthly (WAIVED for \$500 minimum ad spend deposit)
Project Start-Up Total		\$500
Recurring Monthly Totals		\$0

DETAILS

WEB SITE	BEGIN DATE	END DATE	PAYMENT
	Oct 24, 2016	Depends on Ad deposit	Paid on AdClickMedia Deposit

AUTHORIZATION

By executing this Insertion Order, Advertiser hereby authorizes and approves the identified services to be performed by AdClickMedia, LLC and enters into this Insertion Order with the full understanding and acceptance of all terms, conditions, and policies as agreed to in the Advertising Services Agreement.

ADVERTISER REPRESENTATIVE	ADCLICK MEDIA, LLC.
Name:	Name: ABE CHERIAN
Title:	Title: CHIEF EXCECUTIVE OFFICER / MEMBER
Signature:	Signature:
Authorizing Date:	Approval Date:

STATEMENT OF WORK:

PAY PER CLICK MARKETING

As mentioned in the proposal, we will be doing the following:

The Pay Per Click Set Up Phase includes:

- Creation of ad creatives. Banners, Interstitial ads, Photo -text ads
- Creation of Email PPC campaigns.
- Recommendation to valid publishers to promote your offer
- Setting up Conversion tracking with the help of advertiser

The Pay Per Click Management Phase includes:

- Optimization of ads and copy
- Continual testing of Landing Pages
- Encouraging publishers to run your offer
- Consultation with advertiser if needed.

ADVERTISING SERVICES AGREEMENT

This Advertising Insertion Order Services Agreement (hereafter referred to as the "Agreement") is entered into on the Approval Date, as indicated in the Advertising Insertion Order Authorization section, by and between Adclick Media, LLC, a New York limited liability company ("Adclick Media") and INSERT ADVERTISER NAME/COMPANY HERE (the "Advertiser"), each separately a "Party" and collectively the "Parties."

- 1. INTRODUCTION** Adclick Media, will be providing you access to the Services (defined below), subject to your compliance with the terms and conditions of the Agreement. Please read this Agreement carefully. By enrolling as an Advertiser you agree to be bound by these terms and conditions and the terms and conditions of any Insertion Order that you complete (either online as part of the Online Sign-Up form, or offline, when enrolling as an Advertiser, each an "Insertion Order"), including all payment terms (collectively, the "Agreement"). You agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of Adclick Media Services, shall be bound by, and shall abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party, including another advertiser.
- 2. TERM AND PAYMENT** The Term of this Agreement commences and is effective as of the date and year first written above and will continue on a month to month basis for every month that the Advertiser wishes to continue using the service provided by Adclick Media. However, this agreement may be dissolved by the Advertiser with 30 day notice for any reason. For purposes of this Agreement, "Adclick Media Network" is the process by which Adclick Media will market your site through various online publishers, methods, websites, etc. You additionally understand that clicks to your site, including clicks on the search engines, shopping engines, content sites, etc will result from traffic audience from our publisher sites, and from our re-targeting partners. You are responsible for the landing page(s), or redirect website which links to your advertisements. Payments for services rendered shall be made in advance of any work by Adclick media.
- 3. ADVERTISING FEES** The advertising fee shall be as set forth in the cost/budget schedule (as mutually amended from time to time in the form of a schedule).
- 4. ADVERTISING SERVICE DEPOSIT** Advertiser must maintain a deposit or a revolving deposit account with Adclick Media, LLC for each of its selected Advertising Service providers. Prepayment for all services provided is required before any work will be provided.
- 5. USE** Advertiser agrees to pay promptly to Adclick Media, LLC all applicable charges to its account in United States dollars, in accordance with the payment terms and conditions and /or payment plan you selected, including, if any, all applicable taxes, in accordance with the billing terms in effect at the time the fee becomes payable. In the event that any of the payment terms of an Insertion Order, if applicable, are different than the terms set forth in these Terms and Conditions, the payment terms and conditions set forth in the Insertion Order shall apply. Advertiser agrees that the Setup fee, initial deposit, subscription fee, and/or service fee (or similar one-time payment depending on the Adclick Media Services selected by Advertiser) is nonrefundable. In a situation where Advertiser requests the Ad-spend deposit refunded, the setup fee will be deducted from the balance due.
- 6. LATENCY** Advertiser understands that any information or data provided by Advertiser to Adclick Media, LLC may not be processed on a real-time basis and may be subject to the latency of the Internet, the systems and network of third party partners and search engines.
- 7. OWNERSHIP OF NON-ADVERTISER PROPERTY** Title and full ownership rights in and to the Adclick media Services (as defined herein), together with any and all ideas, concepts, computer programs and other technology supporting or otherwise relating to Adclick Media' operations shall remain at all times solely with Adclick Media, LLC and/or with the respective manufacturer or author. Advertiser acknowledges that it has not acquired any ownership interest in the Adclick Media Materials and will not acquire any ownership interest in the Adclick Media Materials by reason of this Agreement.
- 8. ADVERTISER'S WEBSITE** You hereby acknowledge that Adclick Media, LLC is not responsible for the maintenance of your Web site(s) nor is Adclick Media, LLC responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on Advertiser's Web site(s).

9. ADVERTISER REPRESENTATIONS AND WARRANTIES Advertiser represents and warrants to Lead Genix, LLC that for the term of this Agreement:

- this Agreement constitutes a valid and binding agreement enforceable against Advertiser in accordance with its terms.
- any information or data that Advertiser (including its agents or representatives) has entered or will enter under any Advertising Service is and will be both accurate and complete.
- Advertiser is the authorized owner or representative of the Web site(s) for which targets are selected an Advertisement has been submitted.
- do not violate any applicable law or regulation;
- do not infringe in any manner any third party rights, including, without limitation copyright, patent, trademark, trade secret or other intellectual property right or right of privacy or publicity;
- are not false or misleading;
- have not and will not result in any consumer fraud, product liability, breach of contract, injury, damage or harm of any kind to any person or entity;
- are not defamatory, libelous, slanderous, or threatening;
- are free of viruses;
- do not contain, promote or offer any form of spyware, adware or other advertising or information collection software and/or
- do not contain, link to or promote any of the following: violence, hate crimes (whether racial or otherwise), illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

10. ADVERTISER COVENANTS Advertiser further agrees to perform as follows:

- Advertiser will not hold Adclick Media, LLC or its affiliates liable or responsible for the activities of visitors who come to Advertiser's Web site(s) through a link provided from Adclick Media Services.
- Advertiser agrees that it is solely responsible for the development, maintenance and operation of the Advertiser Web site(s) and for all content and other materials that appear on, and all visitors to, the Advertiser Web site(s) from time to time.
- Advertiser is responsible for the content of each Advertisement, however, Adclick Media, LLC reserves the right to edit, reject or remove any Advertisement at any time, for any reason, in its sole discretion.
- If Advertiser sells or promotes adult materials, alcohol or tobacco products, or other age restricted products and/or services, Advertiser will: (i) have age verification on its sites' home page and in the sales process in compliance with all applicable laws and regulations; and (ii) shall not offer such products and/or services in jurisdictions in which they are prohibited or are in any way restricted.

11. ADVERTISER INDEMNIFICATION OBLIGATIONS Advertiser agrees to indemnify, defend and hold harmless Adclick Media, LLC, its distribution partners, its licensors and licensees, and affiliated companies, and any of their officers, directors, employees, representatives and agents, from and against all claims, actions, liabilities, losses, expenses, damages and costs (including without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Advertisement, Advertiser's selected keywords, Advertiser's client's Web site(s) or contents therein, Advertiser's conduct, acts or omissions, or any alleged or proven breach by Advertiser of any term, condition, agreement, representation or warranty hereunder. Adclick Media, LLC will notify Advertiser of any claim, action or demand for which indemnity is required in the reasonable opinion of Adclick Media, LLC and will cooperate reasonably with Advertiser at Advertiser's expense. At the election of Adclick Media, LLC, Advertiser shall advance to Adclick Media, LLC amounts in satisfaction of such Claim, which Adclick Media, LLC may hold in escrow pending resolution of such Claim. The law firm Advertiser chooses to defend Adclick Media, LLC must be experienced in defending similar claims and will be subject to Adclick Media, LLC approval, which will not be unreasonably withheld. Advertiser may not settle any lawsuit or matter relating to the culpability or liability of Adclick Media, LLC without the prior written consent of Adclick Media, LLC.

Adclick Media, LLC will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, Lead Genix, LLC shall have the right to set off any liability of Advertiser to Lead Genix, LLC with respect to a Claim against any amounts held on deposit with Lead Genix, LLC by Advertiser.

- 12. NOTICES** Any notice, request or other communication to be given by either party with reference to this Agreement shall be made by certified mail, return receipt requested and adequate postage prepaid overnight courier service (without waiver of signature), or facsimile transmission to the addresses or facsimile number shown in the IO or at some other address or facsimile number as either Party may provide to the other in writing. Notice shall be deemed delivered upon receipt by the receiving party by signature verification or upon receipt of an electronic verification for facsimile.
- 13. CHOICE OF LAW AND VENUE** Both Parties expressly agree that this Agreement shall be governed by the laws of the State of New York, without resort to choice of law, and that any action initiated by either party shall be made in Ulster County, New York and each Party subjects itself to such personal jurisdiction and venue without reservation or exception. Each Party hereby waives any right to a trial by jury and any defense related to jurisdiction and venue.
- 14. SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity will not affect the validity or enforceability of the remaining provisions of this Agreement.
- 15. AUTHORITY TO BIND: NO CONFLICT** Each signatory below represents that he or she has the express authority to execute this Agreement thereby binding their respective companies, including obtaining any necessary resolution from any board of directors or a similar entity authorizing execution of and performance under this Agreement. Each Party represents that by entering into this Agreement, that it will neither breach any other existing or previous agreement with a third party nor be considered in default thereof or be in violation of each Party's respective By-Laws and/or Articles of Incorporation/Organization, where appropriate.
- 16. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER** Advertiser acknowledges and agrees that it will not hold Adclick Media, LLC liable for any errors in content, omissions, consequences, damages, costs, refunds or rebates of any kind arising from any interruption of service or other unavailability of the Internet or Web site in which the Advertisement is published for whatever reason. Adclick Media, LLC makes no representations or warranties relating to the results of Advertisement, including without limitation, the number of impressions or CTs such Advertisement will receive and any promotional effect or return on investment thereof. Adclick Media, LLC makes no guarantees regarding the accuracy, reliability or completeness of any usage statistics. In the event that Adclick Media, LLC fails to publish Advertisement or in the event of any other failure, technical or otherwise, of Advertisement to appear as provided in this Agreement, the sole liability of Adclick Media, LLC shall be limited to, at Adclick Media, LLC option, either a pro rated refund to Advertiser of the fee paid, if any, or placement of Advertisement at a later time in a comparable position. In no event shall Adclick Media, LLC be responsible for any consequential, special, lost profits or other damages arising under this Agreement including, but not limited to, failure to timely publish Advertisement in accordance with the Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action, fire, flood, earthquake, power failure, riot, explosion, labor or material shortage, carrier interruption of any kind or work slowdown.
- 17. COUNTERPARTS OF AGREEMENT: FACSIMILE/PHOTOCOPY SIGNATURES** This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. A signature received via facsimile shall be deemed an original for all purposes. If a Party delivers a photocopy of its signature, that signature shall be deemed an original for all purposes.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement, consisting of four (4) pages, as of the day and year first above written.

ADCLICK MEDIA, LLC

ADVERTISER

X _____
Signature of Authorized Representative

X _____
Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

PAYMENT METHOD

CREDIT CARD (select one)

I authorize Adclick Media, LLC to bill my credit card according to schedule for services identified within the Advertising Insertion Order.

Card Issue Name: _____

Card Address: (if different from account address) _____

City: _____ State: _____ ZIP: _____

Type of Card: (AMEX, VISA, MASTERCARD, DISCOVER...)

Card No.: _____ CVV: _____

Expiration Date: _____ (MM/YYYY) Signature: _____