

McGee

PUBLISHERS, INC.
3727 W. MAGNOLIA BLVD., #828
BURBANK, CALIFORNIA 91505

TERMS AND CONDITIONS FOR PRINT AND ONLINE ADVERTISING AGREEMENT

- 1. Terms of Payment.** Advertiser and Agency are jointly and severally liable for the timely payment of all sums coming due under the Order to which these Additional Terms And conditions are attached and the performance of all obligations as are required to be performed by Advertiser and/or Agency under the Order and/or these additional terms and conditions. All sums due and owing on the Order shall be and become due and payable on or before the expiration of thirty (30) days from and after the date set forth in the Order. If Advertiser or Agency shall fail to make any payment coming due under the Order within such thirty (30) day time period, then the sum owed under the Order shall be considered delinquent and at the option of Publisher, Publisher may thereafter add to its invoice each month until the delinquent amount is paid in full. The late payment fee equal to one half percent (1.5%) of the unpaid delinquent amount which shall be due and owing to Publisher in addition to Publisher's other charges set forth in its invoice.
- 2. No Guarantee.** Publisher does not represent, warrant or guarantee that Advertiser will receive any particular response, level of responses, level of Sales or revenue as a result of the advertisement placed by Advertiser in the Publication of Publisher.
- 3. Force Majeure.** Excluding payment obligations, no party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, labor disputes, general insurrection or civil war ("Incident"). In the event that Publisher suffers an Incident, Publisher shall make reasonable efforts to recommend a substitution for the Ad. If no such substitution is reasonably acceptable to Advertiser, Publisher shall allow Advertiser a pro-rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space at the time of purchase.
- 4. Indemnification.** Advertiser and Agency agree to defend, indemnify and hold harmless Publisher, its Affiliates and their respective directors, officers, employees and agents from any losses incurred as a result of a Third Party Claim, judgment or proceeding relating to or arising out of Advertiser's and/or Agency's breach of this Agreement and/or the content or subject matter of any advertisement or Advertising Materials provided to Publisher by Advertiser or Agency, including but not limited to allegations that such content or subject matter violates the right of a Third Party, are defamatory, obscene, pornographic or violate any laws, administrative rules and/or other regulations.
- 5. Authority to Bind Advertiser.** Agency represents and warrants that it has the authority as agent to Advertiser to bind Advertiser to these Additional Terms and Conditions and each Order placed with Publisher. Agency agrees to defend, indemnify and hold harmless Publisher, Its Affiliates and their respective directors, officers, employees and/or agents from any and all losses incurred as a result of the Agency's alleged breach of the foregoing sentence.
- 6. Notice to Indemnifying Party.** If any action will be brought against Publisher, its Affiliate(s) and/or

their respective directors, officers, employees and/or agents (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from Advertisers and/or Agency (the "Indemnified Party"), the indemnified Party will promptly notify Party of any such claim of which it becomes aware and will (i) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such Third Party claim. However, the indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

7. Compliance with Federal, State, Local Laws. Advertiser, Agency, and Publisher will comply at all times with all applicable federal, state and local law, ordinances, regulations, and codes that are relevant to their performance of their respective obligations under this Agreement.

8. Licenses/Clearances. Advertiser and Agency represent and warrant that they have obtained all necessary licenses and clearances to use the content contained in their advertisements and Advertising Materials.

9. No Resale, Assignment, Transfer. Neither Advertiser nor Agency may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Publisher's prior written approval will be null and void. All terms and provisions of these Additional Terms And Conditions and each Order will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees' successor and assigns.

10. Entire Agreement. These Additional Terms And Conditions and the related Order constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreement, either oral or written, between the parties with respect to the subject matter of the Order. The Order may be executed in the counterparts each of which shall be an original and all of which together shall constitute one and the same document.

11. Governing Law. In the events of any inconsistency between the terms of an Order and these Additional Terms And Conditional, the terms of the Order shall prevail. All Orders and terms and conditions of These Additional Terms And Conditions For Print and Digital Advertising shall be governed by the Laws of the State of California. No modification of any Order and/or these Additional Terms And Conditions shall be binding unless in writing and signed by all parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All right and remedies hereunder are cumulative.

12. Notices. Any notice required to be delivered hereunder shall be deemed delivered three days after deposit in the U.S. Mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Publisher, Advertiser, and Agency shall be sent to the contact and address as specified in the Order.

13. Survival of Provisions. All obligations of Advertiser and Agency capable of being performed by Advertiser and/or Agency after publication of their advertisement shall survive said publication. In addition, Publisher shall, in its discretion, retain, return or destroy Advertising Materials.

14. Digitally submitted Advertisements. The Publisher assumes no responsibility for the inaccurate reproduction of digitally submitted advertisements resulting from the materials delivered by Advertiser and/or Agency to Publisher, including without limitation, artwork, graphics, color and type delivered by Advertiser and/or Agency.

15. Omission of Advertisement. The Publisher assumes no liability if for any reason it becomes necessary, in Publisher's discretion, to omit and advertisement.
16. Publishers' Current Rates/Change/Cancellation. All Orders are accepted subject to the terms and provisions of Publishers' current rates. Orders are accepted subject to change in rates upon notice from the Publisher. However, Orders may be canceled within five days following the date that Advertiser and/or Agency receive actual notice of the change in rates or the change in rates is posted on Publisher's website, whichever occurs first.
17. Credit Criteria. Advertisers who do not meet the Publisher's credit criteria will be required to lodge a credit card as security for their advertising orders.
18. All Prices quoted are Net.
19. Collection Costs. In the event of non-payment or other breaches, the advertiser and/or its advertising agency shall be jointly and severally liable for reasonable collection costs, including court costs and attorneys' fees. If it becomes necessary to file suit to collect any amounts owed hereunder, the federal courts and state or local courts of the State of California Located in Los Angeles County, California, shall have exclusive jurisdiction over any and all court proceedings and the parties hereby consent thereto.
20. Publisher's Order Form Controls. Publisher will not be bound by any terms and/or conditions, printed or otherwise, appearing on any order form, insertion order or contract submitted by Advertiser and/or Agency to Publisher when they conflict with Order taken by Publisher or Publisher's Order form or these Additional Terms And Conditions or any amendment thereto.
21. Rejection or Cancellation. Publisher reserves the right exercisable in its sole discretion, to reject or cancel any advertising for any reason at any time without suffering any liability to Advertiser or Agency. Publisher will refund the fee paid Advertiser or Agency provided that the rejection or cancellation was not a result of Advertiser's or Agency's breach of Publisher's Order or these Additional Terms And Conditions.
22. Authorizations. All advertisements are accepted and published by Publisher on the representation and agreement of Advertiser and Agency that both are authorized to publish the entire contents of the subject matter of the advertisement and upon acceptance by the Advertiser and the Agency of all the terms and conditions of Publisher's Order and these Additional Terms And Conditions. It is the responsibility of the Advertiser and Agency to ensure that all advertising shall comply with U.S. Postal Regulations and other applicable federal and state laws and regulations.

When advertisements containing the names, pictures and/or testimonials of living persons are submitted for publication, the order or request for publication thereof shall be deemed to constitute a representation by the Advertiser and Agency that they have obtained the written consent for the use thereof from all such persons and that they may lawfully publish or cause such publications to be made. In consideration of Publisher's publication of an advertisement hereunder for Advertiser and Agency and/or other valuable consideration hereby acknowledged having been received by the Advertiser and Agency. Advertiser and Agency agree to hold harmless Publisher, its Affiliates and their officers, agents, and employees from any and all Losses arising out of or in any manner related to the publication of such advertisement by Publisher and all material appearing therein furnished by Advertiser and/or Agency, including without limitation, claims, actions or proceedings for libel, violation of any person's right of privacy, copyright infringement, plagiarism, and trademark infringement.

23. Limitation Liability. The liability of the Publisher for any error for which it may be held legally responsible will not exceed the cost of the space occupied by the error. The Publisher will not, in any events, be liable for loss of income or profits or any consequential damages.

24. Ownership. Publisher shall own all right, title and interest in and to all content in its publication created by Publisher. Nothing in this Agreement or otherwise shall preclude Publisher from using in the future any design, idea, concept or material used by it in connection with this Agreement for itself or any third party. Publisher reserves the right to change the design, look and feel of the content in its publication at any time and for any reason. Advertiser and/or Agency authorize Publisher to bring any claims Publisher, in its sole discretion, shall choose to pursue to prevent third party use of the content or data contained in Publisher's advertising, without Publisher's Advertiser's and/or Agency's consent.

25. Choice of Law. This Agreement and validity thereof shall be construed, interpreted and enforced pursuant to and in accordance with substantive law (excluding choice of law provisions) of the State of California.

26. Usury Laws. The publisher intends that this Agreement comply with all applicable usury laws. In fulfilling this intention, all agreements made hereunder between Publisher, on the one hand, and Advertiser and Agency, on the other hand, for the payment of interest on the late payments made by Advertiser and/or Agency are expressly limited so that the amount of interest paid or agreed to be paid to Publisher for the late payments shall not exceed the maximum amount permissible under applicable law. If for any reason payment of any amount required to be paid under this contract shall be prohibited by law, the obligation shall be reduced to the maximum allowed by law. If for any reason Publisher receives as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid balance of principal and not to the payment of interest.

27. Meaning of the words.

A. Publisher shall mean McGee Publishers, Inc., dba California Broker Magazine, A California corporation or its successor in interest.

B. Advertiser and Agency shall mean those entities, persons, and parties specified as such in the Order.

C. Order or Publisher's Order shall mean that certain forms entitled California Broker Magazine Print and Online Ad Rate Card Order Form And Contract or other forms used by Publisher to contract with Advertiser and Agency for the placement of advertising for the Advertiser in the publisher's publication.

**CALIFORNIA
BROKER**