



ArsenWeb, Inc.

Advertising Contract

Client Information:

Name: _____

Business Info: _____

Web Site Advertising

AGREEMENT between ArsenWeb Inc., and the above-named Client (hereinafter referred to as "Client").

1. Appointment

Client appoints ArsenWeb, Inc. as Client's advertising agency in connection with the products and/or services of Client described below for a term ("Term") as hereinafter provided.

- Digital Marketing For The Drug Rehab Industry
- Digital Marketing For The Probation Program Industry
- Digital Marketing For The Federal CSO Industry

2. Scope of Advertising Services

ArsenWeb, Inc. will provide Client with the advertising services provided below. Should Client request ArsenWeb, Inc. to perform additional services beyond what is provided below, ArsenWeb, Inc. and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

Scope of Services

- Study Client's products or services;
- Analyze Client's present and potential markets;
- Create, prepare, and submit to Client for approval, advertising ideas and programs;
- Employ, if necessary, at own costs, ArsenWeb, Inc.'s knowledge of available media and means that can be profitably used to advertise Client's products or services;
- Write, design, illustrate, or otherwise prepare Client's advertisements, including pay-per-click and fee-based or non-fee based hyperlink advertisements.
- Order the space, time, or other means to be used for Client's advertising, endeavoring to secure the most advantageous ad placements available;
- Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the order; and
- Check and verify insertions, displays, including pay-per-click and fee-based or non-fee-based hyperlink advertisements, or other means used, to such degree as is usually performed by advertising agencies;

3. Ownership

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by ArsenWeb, Inc. are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by

ArsenWeb, Inc.; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain ArsenWeb, Inc.'s property.

Notwithstanding the foregoing, it is understood that ArsenWeb, Inc. may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. ArsenWeb, Inc. will keep Client informed of any such limitations.

4. Term

The term of this Agreement shall commence on _____ (“Commencement Date”) and shall continue for 12 months or until terminated by either party upon ninety (90) days’ prior written notice (“Notice Period”), provided that this Agreement may not be terminated effective prior to the expiration of twelve (12) months from the Commencement Date. Notice shall be deemed given on the day of mailing or, in case of notice by telegram, on the day it is deposited with the telegraph company for transmission. During the Notice Period, ArsenWeb, Inc.’s rights, duties, and responsibilities shall continue.

Upon termination, ArsenWeb, Inc. will transfer and/or assign to Client: (1) all Work Product in ArsenWeb, Inc.’s possession or control belonging to Client, subject, however, to any rights of third parties; and (2) all contracts with third parties, including advertising media or others, upon being duly released by Client and any such third party from any further obligations. Client recognizes that ArsenWeb, Inc. is a signatory to certain union agreements covering talent used in broadcast materials, which generally cannot be assigned except to signatories to such collective bargaining agreements governing the services rendered by such talent.

NOTICE: Upon termination, Client shall also compensate all monies due to ArsenWeb, Inc. for the final month, prorated, for advertising fees used per the Compensation and Billing Procedure below.

5. Compensation and Billing Procedure

ArsenWeb, Inc. will be compensated, and Client will be billed as provided.

Monthly; at a rate of \$10,000.00 \$12,500.00 \$15,000.00
per month for 1 year (12 months) beginning on Commencement Date.

\$2,500.00 Website Development and Publishing.

6. Confidentiality and Safeguard of Property

Client and ArsenWeb, Inc. respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. ArsenWeb, Inc. and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither ArsenWeb, Inc. nor Client will be responsible for any loss or damage.

7. Indemnities

ArsenWeb, Inc. agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by ArsenWeb, Inc., involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to ArsenWeb, Inc.

Client agrees to indemnify and hold ArsenWeb, Inc. harmless with respect to any claims or actions by third parties against ArsenWeb, Inc. based upon materials furnished by Client or where material created by ArsenWeb, Inc. is substantially changed by Client. Information or data obtained by ArsenWeb, Inc. from Client to substantiate claims made in advertising shall be deemed to be “materials furnished by Client.” Client further agrees to indemnify and hold ArsenWeb, Inc. harmless with respect to any death or personal injury claims or actions arising from the use of Client’s products or services.

8. Commitments to Third Parties

All purchases of media, production costs, and engagement of talent will be subject to Client’s prior approval. Client reserves the right to cancel any such authorization, whereupon ArsenWeb, Inc. will take all appropriate steps to affect such cancellation, provided that Client will hold ArsenWeb, Inc. harmless with respect to any costs incurred by ArsenWeb, Inc. as a result.

If at any time ArsenWeb, Inc. obtains a discount or rebate from any supplier in connection with ArsenWeb, Inc.’s rendition of services to Client, ArsenWeb, Inc. will credit Client or remit to Client such discount or rebate.

For all media purchased by ArsenWeb, Inc. on Client’s behalf, Client agrees that ArsenWeb, Inc. shall be held solely liable for payments only to the extent proceeds have cleared from Client to ArsenWeb, Inc. for such media purchase; otherwise, Client agrees to be solely liable to media (“Sequential Liability”). ArsenWeb, Inc. will use its best efforts to obtain agreement by media to Sequential Liability.

9. Amendments

Any amendments to this Agreement must be in writing and signed by ArsenWeb, Inc. and Client.

10. Notices

Any notice shall be deemed given on the day of mailing or, if notice is by telegram, e-mail, or fax, on the next day following the day notice is deposited with the telegraph company for transmission or e-mailed or faxed.

Governing Law

The Web Site Advertising Agreement, separately and together as a whole if accompanied by the Web Site Design Agreement, shall be interpreted in accordance with the laws of the State of California without regard to its principles of conflicts of laws. Jurisdiction and venue shall be solely within the State of California.

IN WITNESS WHEREOF, ArsenWeb, Inc. and Client have executed this Agreement.

AGREED TO:	
Client	
(Signature) By _____	Date _____
(Print) Name: _____	
Title: _____	
Address: _____	Website: _____
E-mail: _____	Phone: _____
ArsenWeb, Inc.	
By _____	Date _____
Arsen Samvelian Authorized Representative	