

2014 Advertising Agreement



FRANCHISING®
Building local businesses,
one opportunity at a time.

Date: July 19, 2015

Advertiser: **FranNet**
Contact: John Blair
Phone: 502.719.8350

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| IFA Advertising Contact Kelley Class Phone: 202-662-0795 Fax: 202-628-0812 Email: kclass@franchise.org Address: 1900 K Street, NW, Suite 700 Washington, DC 20006 | Advertiser information: FranNet 10302 Brookridge Village Blvd, Suite 201 Louisville, KY 40291 jblair@franncet.com |
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| Dates | Media | Package Details | Materials / Specifications | Value | Pkg Cost |
|------------------------|----------------------------------|---|---|-------|-------------------|
| 9/19/15 - 9/18/16 | Franchise.org | "Using a Professional Consultant" (Consultant Landing Page) | Logo 220w x 150h pixels | | \$4,200.00 |
| | | - Featured Supplier Category Logo | Logo 90w x 65h pixels | | |
| | | - Enhanced Profile | Banner 640w x 90h pixels Photos Two - sized 220w x 140h pixels Text Approximately 250 words | | |
| Fall '15 Spring '16 | Franchise Opportunities Guide | Standard Category Logo - 4color | Logo EPS format | | |
| 2016 | Supplier Source Book | | | | |

TOTAL (GROSS COSTS)
TOTAL (NET COSTS) \$4,200.00

COMMENTS / BILLING INFORMATION: **Bill \$350 Monthly**

Standard Terms and Conditions for Advertising

The following terms and conditions (the "Standard Terms") shall be incorporated by reference into all Insertion Orders submitted to International Franchise Association ("Publisher") by the advertiser ("Advertiser") specified on the first page of the Advertising Agreement or its advertising agency for advertisements in Franchising World, Franchise Opportunities Guide or Franchise.org (the "Publication"):

- A. Publisher holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in or attached to the Publication. All past due payments may be invoiced directly to the Advertiser, who will be held fully responsible for payment.
 - B. Invoices are rendered on the publication date of each issue and are due net thirty (30) days of invoice date. Invoices are payable in US dollars only. Agency commission will be disallowed on all past due invoices. In the event Advertiser's account is placed for collection, Advertiser and agency agree to pay Publisher for all reasonable collection costs and/or attorneys' fees incurred. Advertiser and agency also agree to pay finance charges on the unpaid account balance at the rate of 1-1/2% per month or the maximum permitted by law.
 - C. "ADVERTISEMENT" will be placed on any advertising which, in the opinion of the publisher, resembles editorial matter. Advertisements will comply with Publisher's specifications and advertisements that exceed size specifications will be reduced as necessary and billed to the Advertiser at cost. Advertisers or ad agencies requesting modifications to previously supplied ad materials assume all risks associated with modifications.
 - D. Publisher will not be bound by any terms, conditions or provisions appearing on insertion orders or copy instructions which conflict with provisions of these Standard Terms, including, without limitation, sequential liability statements from advertising agencies. In the event of any inconsistency between an insertion order and/or copy instructions and these Standard Terms, the Standard Terms shall control.
 - E. All advertisements are accepted and published by the Publisher on the representation that the agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof.
 - F. Advertiser hereby grants Publisher the worldwide right and license to use, reproduce, transmit, and distribute the advertisement and creative materials supplied by or on behalf of Advertiser, including without limitation, all trademarks, service marks, text, graphics, illustrations and photographs (collectively the "Ad Materials"), in connection with the Publication and all versions thereof. Advertiser represents and warrants that: (i) it has all the necessary rights in the Ad Materials; (ii) the Ad Materials do not and will not violate any applicable law or regulation; and (iii) the Ad Materials do not and will not violate or infringe upon any third party copyright, trademark, trade secret or other right in any manner or contain any material or information that is defamatory, libelous, slanderous, or false or misleading, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Publisher is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Publisher and its affiliates, and their respective officers, directors and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any Ad Materials supplied by Advertiser or its agents and run by Publisher.
 - G. Publisher reserves the right in its sole discretion to reject any advertising which Publisher feels is not in keeping with the Publication's standards or for any other reason, even if the advertising has been published previously by Publisher.
 - H. Publisher shall not be liable for any omitted, misplaced, or mispositioned advertisements.
 - I. All orders are accepted by Publisher subject to change in rate upon notice from Publisher.
 - J. A contract may be cancelled by the Advertiser only with 45 days written notice before the advertising space closing date. Cancellations (as well as changes in insertion orders) will not be accepted after the closing date. Advertisers will be short rated if, within a 12-month period from the start of a contract, they fail to use the number of insertions upon which billing was based.
 - K. Costs incurred by Publisher for production work on advertisements will be charged to the Advertiser regardless of whether or not the ad runs. Advertiser will be charged for any artwork, separations, halftone, shipping, or typography provided by Publisher.
 - L. In the event a change of copy is not received by Publisher by the publication's ad closing date, the copy run in the previous issue of the publication will be inserted.
 - M. Publisher will hold Advertiser's materials for a maximum of one year from last issue date. It is the responsibility of the Advertiser to arrange for the disposition of artwork, proofs or digital materials prior to that time, otherwise materials will be destroyed without notice to Advertiser. All requests must be submitted in writing. Disposition is at the cost and expense of Advertiser.
 - N. Publisher will not be held responsible for consequential costs or other damages due to loss or damage of Ad Materials including without limitation, any digital ad materials, art, proofs or transparencies.
 - O. UNDER NO CIRCUMSTANCES SHALL PUBLISHER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR IMPAIRMENT OF GOODWILL) OF ANY ADVERTISER. UNDER NO CIRCUMSTANCES SHALL PUBLISHER'S DIRECT OR INDIRECT LIABILITY TO ANY ADVERTISING AGENCY OR ADVERTISER EXCEED THE INVOICED COST OF THE ADVERTISEMENT. NOTWITHSTANDING THE FOREGOING, PUBLISHER SHALL HAVE NO LIABILITY FOR (I) ANY FAILURE OR DELAY RESULTING FROM CONDITIONS BEYOND PUBLISHER'S CONTROL; OR (II) ERRORS IN CONTENT OR OMISSIONS IN ANY CREATIVE OR ADVERTISING MATERIALS PROVIDED BY ADVERTISER.
 - P. These Standard Terms, together with insertion orders submitted by Advertiser, (i) shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to principles of conflicts law; (ii) may be amended only by written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements regarding the subject matter hereof, whether written or oral, between the parties. The exclusive venue for any dispute arising out of or relating to these Standard Terms or any Insertion Order shall be a court of competent jurisdiction located in the District of Columbia. Failure by either party to enforce any provision of these Standard Terms shall not be deemed a waiver of future enforcement of that or any other provision. Advertiser may not resell, assign, or transfer any of its rights hereunder.
- Accredited advertising agencies receive a 15% commission provided invoices are paid within 30 days. Production charges are not subject to agency commission.**

This contract is hereby accepted. I agree to the terms and conditions stated above.

Please provide credit card information:

Name (please print): JOHN A. BLAIR

Card #: _____

Company: FRANNET

Card Type: _____ Exp. date: _____

Signature: [Signature]

Date: _____