

**Submission Instructions:**

- (1) Carefully read documents, fill out blank fields.
- (2) Sign *Web Site Advertising Agreement* and *Banner/Logo Linking Advertising Contract*.
- (3) Send documents back to [info@chemblink.com](mailto:info@chemblink.com).
- (4) Send payment by check or via bank transfer.
- (5) Your links will be displayed online within 24 hours after payment evidence received.

**WEB SITE ADVERTISING AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, between chemBlink LLC ("Web Site Owner") and \_\_\_\_\_ ("Client"), and shall be effective as of \_\_\_\_\_ (the "Effective Date").

**RECITALS**

WHEREAS, Web Site Owner owns and operates a certain web site identified <https://www.chemBlink.com> (the "Web Site"),

WHEREAS, Client desires to have image/text-based links (the "Links") placed on the Web Site to promote its chemical products (the "Products") NOW, THEREFORE, Web Site Owner and Client agree as follows:

**1. Scope of Services**

Web Site Owner will display the Links on the Web Site located at <https://www.chemBlink.com>. The Links will be displayed on the pages of Products and linked to Client's web site. Web Site Owner will create an internal home page on the Web Site for Client to summarize Client's information and its Products, which Client should provide to Web Site Owner in writing form. To activate the home page to the public, extra payment is required (see Exhibit A).

**2. Term and Termination**

Unless terminated as provided herein, this Agreement will extend for a period of one (1) year and will automatically renew from year to year thereafter. Either party may terminate this agreement with or without cause upon thirty (30) days written notice. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

**3. Manner of Display and Acceptable Content**

Until this Agreement is terminated according to the terms provided herein, the Links will allow the Web Site visitors to contact Client online. All Links must conform to standards promulgated from time to time by Web Site Owner. Client must have an active web site and all Products must be available online at Client's web site. Any false information of Products on Client's web site will constitute a breach of this Agreement. Web Site Owner reserves all right to determine whether submitted Links are acceptable for use on the Web Site. Web Site Owner may, in its sole discretion, refuse the use of any Links.



#### **4. Price and Payment**

Client will compensate Web Site Owner for the Links pursuant to the terms and times for payment set forth in Exhibit A. Web Site Owner reserves the right to seek recovery of any overdue amounts from either or both Client and any of its authorized advertising agents.

#### **5. Limitation of Liability, Indemnification**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of the terms of this Agreement, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Web Site Owner harmless against any claims incurred by Web Site Owner arising out of or in conjunction with the placement or display of any Links or Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Web Site Owner's total liability under this Agreement with respect to the Links, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Web Site Owner.

#### **6. Relation of Parties**

The performance by Web Site Owner of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Web Site Owner and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### **7. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

#### **8. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of North Carolina. The arbitration will be held in North Carolina. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

#### **9. Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.



**10. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**11. Waiver and Modification**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**12. Entire Agreement**

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Web Site Owner: chemBlink LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Client: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A: SCHEDULE OF PAYMENT**

**1.0 Price and Payment**

**1.1** Payment shall be assessed on a yearly basis at a rate of 240 USD per banner link per year and 120 USD per logo link per year.

**1.2** If Client wants the internal home page on the Web Site accessible to the public, an annual fee of 200 USD should be paid separately.

**1.3** If Client selects to pay via bank transfer, bank transfer fee must be paid by Client.