

WEBSITE ADVERTISING AGREEMENT

DATE: [Insert Date]

PARTIES:

1. Franchising and Licensing Association (Singapore) [PUBLISHER]

AND

2. [Insert Company] [ADVERTISER]

BACKGROUND:

FLA Website advertising agreement: www.flasingapore.org

Advertising Rates: Members: **SCHEDULE:** \$800 for 6 months OR \$1,200 for 1 year

AGREEMENT:

1. Definitions and interpretation

1.1 In this Agreement:

“Advertiser Content” means the advertisements and other content (as specified) submitted by the Advertiser to the Publisher for publication on the Website;

“Advertising Services” means the advertising services specified in the Schedule;

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[**“Confidential Information”** means the amounts of the Charges and the other financial terms relating to this Agreement;]

“Prohibited Content” means:

- (a) works and materials that:
 - (i) breach any law, regulation or legally-binding code;
 - (ii) infringe any person's Intellectual Property Rights or other legal rights; and/or
 - (iii) give rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;
- (b) works and materials that contravene the Committee on Advertising Practice Code (the CAP Code);
- (c) obscene, indecent, pornographic, lewd or graphic works and materials;
And
- (d) works and materials that may cause annoyance, inconvenience or anxiety to any internet user;

“Website” means the website specified in the Schedule[; and

“Year” means a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on the Effective Date or on any anniversary of the Effective Date].

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2. Term

This Agreement will come into force on the Effective Date and will continue in Force

[indefinitely, unless and until terminated in accordance with Clause [9]]

OR

[until [date or event], upon which it will terminate automatically, unless terminated earlier in accordance with Clause [9]].

3. Advertising Services

- 3.1 During the Term, the Publisher will provide the Advertising Services to the Advertiser.
- 3.2 The Advertiser grants to the Publisher a non-exclusive, worldwide, royalty-free licence to publish the Advertiser Content on the Website as contemplated by this Agreement.
- 3.3 The Advertiser warrants and undertakes:
- (a) to ensure that all Advertiser Content is accurate and fair;
 - (b) to ensure that Advertiser Content does not consist of, contain, or link to any Prohibited Content;
 - (c) promptly to request the removal or editing of any Advertiser Content which ceases to be accurate and fair, or becomes Prohibited Content, for whatever reason;
 - (d) to ensure that the advertising and sale of any products and services that are advertised through the Advertising Content is legal under all applicable laws;

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- (e) to ensure that the products and services advertised through the Advertising Content are appropriate for the Website's user base; and]
- (f) to ensure that the Advertiser Content is of a quality commensurate with the content published on the Website generally.]

3.4 Subject to scheduled maintenance, express restrictions on the Advertising Services, and any Force Majeure Event affecting the Publisher or the Publisher's appointed hosting services provider, the Publisher will use reasonable endeavours to maintain the availability on the internet of:

- (a) the Website; and
- (b) the published Advertiser Content,
during the relevant period; but the Publisher does not guarantee 24/7 availability.

4. Charges and payment

4.1 The Publisher will issue invoices for the Charges to the Advertiser

[on or before the relevant dates set out in the Schedule]

OR

[monthly [in advance / arrears] [on the [1st] day of each calendar month] during the Term]

OR

[from time to time [in advance / arrears] during the Term].

4.2 The Advertiser will pay the Charges to the Publisher

[on or before the dates set out in the Schedule]

OR

[within [30] days of the date of [issue/receipt] of an invoice issued].

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5. Confidentiality

- 5.1 The Advertiser will keep confidential the Confidential Information, and will not disclose the Confidential Information except as expressly permitted by this Clause [5].
- 5.2 The Advertiser will protect the confidentiality of the Confidential Information using at least reasonable security measures. 8.3 The Confidential Information may be disclosed by the Advertiser to its officers, employees, insurers and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.

6. Termination

- 6.1 [Either party] may terminate this Agreement at any time by giving at least [30 days'] written notice of termination to the other party [expiring at any time after the end of the Minimum Term].
- 6.2 The Publisher may terminate the Agreement immediately by giving written notice of termination to the Advertiser if the Advertiser fails to pay any amount due to the Publisher under the Agreement in cleared funds by the due date for payment.

7. Effects of termination

If the Agreement is terminated by the Publisher under Clause [6.1] or by the Advertiser under Clause [5.2] or Clause [5.3], the Advertiser will be entitled to a refund of any amounts paid to the Publisher in respect of Advertising Services which were to have been provided after the effective date of termination. Such amount will be calculated by the Publisher using any reasonable methodology. Save as provided in this Clause, the Advertiser will not be entitled to any refunds or release from any liability to pay Charges (whether or not invoiced) upon the termination of the Agreement.

8. General

The parties have indicated their acceptance of this Agreement by executing it In the agreement.

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WEBSITE ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT (the "Agreement is made and entered into this ____ day of _____, 20____, by and between The FLA Secretariat, of Franchising and Licensing Association Singapore, (the "Owner.") and _____, of, _____ (the "Client")

RECITALS

WHEREAS, Owner owns and operates a web site identified www.flasingapore.org (the "Website"),

WHEREAS, Client desires to have text-based links (the "Advertisements") placed on the Website to promote its products & services:

In consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Advertisement Display and Services

The Owner agrees to publish the Advertisement on the Website for a period of _____ days commencing from _____ and ending on _____. If the Client desires to remove the Advertisement from the Website prior to the end of this period, the Client must request the Owner in writing. No refund will be made for such early withdrawal of Advertisement.

2. Payment

The Client shall pay the Owner for publication of the Advertisement on the Website, the sum of \$_____. All fees and payments are due and payable upon the execution and delivery of this Agreement. All late payments are subject to interest accrued at the rate of 1.5% per month, or up to the maximum amount allowed by law, whichever is greater. In the event if the Client defaults in making the full payment within 2 days, the Website Owner reserves the right to suspend the Advertisement posted on the website.

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