

# Agreement for Advertising

Date: 1 March 2014

This Agreement is entered into by SVentures Limited, having office at 408, Dubai Real Estate Center, Al Mina Road, Satwa, P.O. Box 50127, UAE ("SVentures") and Customer executing this Agreement ("Advertiser"). This Agreement will govern the relationship between SVentures and Customer with regards to Advertising by Customer on Advertising Platforms where SVentures is the authorized representative having preparatory rights of Advertising Platforms including Web, WAP and Mobile properties and has the right to accept and execute advertising on the Advertising Platforms.

(If and when applicable, SVentures and Advertiser may be referred to individually as "Party" and collectively as "Parties" in the context of this Agreement).

In consideration of foregoing, the parties agree as follows:

## 1. Term of Agreement

This Agreement will remain in force until cancelled by one party by giving a 30 days notice to the other party.

## 2. Operations

- 2.1 On the approach of Advertiser, SVentures agrees to arrange on the Advertising Platforms, publishing of display ads in accordance with IAB standards.
- 2.2 SVentures will also provide all sort of content integration as and when required as value additions.
- 2.3 SVentures will make sure that all ad inventories shall be delivered as per Media Booking Orders.
- 2.4 SVentures hereby agrees to accept Reports from the Ad Server used by Advertiser as final basis for calculation of the due amounts.
- 2.5 SVentures will review all advertising material provided by the Advertiser and reserves the right to refuse accepting advertising material that contains inappropriate or illicit content.

### 3. Invoicing & Payment Terms

- 3.1 Credit period will be 90 days from the last day of the month in which the invoices have been received. Advertiser will be liable to pay only undisputed invoices within the above credit period.
- 3.2 Advertiser will intimate SVentures of errors in the invoices within 15 days from their receipt.
- 3.3 If the errors in invoices highlighted by Advertiser are valid then ageing of such invoices shall commence after rectification of the errors by SVentures.
- 3.4 SVentures is a UAE based company and it's business income is taxable under the laws of UAE. Advertiser in other countries therefore will have to pay the amounts of invoices in full without deduction of any local tax in Advertiser's Country.

### 4. Severability & Waiver

- 4.1 If any provision of this Agreement is held invalid or unlawful, such invalidity or unlawfulness shall not affect other provisions or application of this Agreement which can be given effect without the invalid or unlawful provision and to this end the provisions of this Agreement are declared to be severable. If such invalidity or unlawfulness becomes known or apparent to either Party, then both Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.
- 4.2 Waiver by either Party of any breach, or failure to enforce any of the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce or compel strict compliance with every term or condition hereof.

### 5. Indemnification

- 5.1 SVentures declares and confirms that the SVentures shall indemnify and keep indemnified, saved, defended and harmless Advertiser and its Clients and their respective successors, assigns, representatives, directors, agents and employees, from and against all and any claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with the breach of any representation or warranty made by the SVentures and/or by

reason of any act of omission or commission on account of the SVentures and/or due to any third party claim with regard to obligation of SVentures under this Agreement, including telecast of Client's advertisement.

- 5.2 Further to the indemnification provided above, the SVentures further agrees that the airing of the Advertisement shall be the sole responsibility of the SVentures which shall hold harmless and fully indemnify Advertiser and its Affiliates (including but not limited to its Clients), along with their respective officers, directors, employees and agents against any and all actions, proceedings, liabilities, losses, claims, costs, demands and expenses which may be brought against, suffered or incurred by them by reason of third party claiming breach of its intellectual property rights (including, without limitation, copyright) for airing the Advertisement on the Advertising Platforms.

## **6. Confidential Information**

Each party undertakes with the others that information of a secret or confidential nature received by it relating to the other and its clients, and their affiliates (including all know-how, process invention (whether patentable or not), computer programs, plans or records, advertising materials, or any other information or materials supplied to the other party including the details of any price arrangements) shall be treated as confidential and shall not be disclosed to any third party except as required by law or by a Court Order or any competent regulatory body or to the extent that such information is in the public domain other than through breach of this clause. This clause shall survive after the termination of this Agreement, unless the Confidential Information in question has become part of the public domain.

## **7. Governing Laws**

The laws of the United Arab Emirates will govern this Agreement.

## **8. Arbitration**

- 8.1 The parties will attempt in good faith to resolve any controversy, difference or dispute, which may arise out of or in relation to or in connection with this Agreement by negotiation.

- 8.2 Any unresolved controversy, difference or dispute arising between the parties out of or in relation to or in connection with this Agreement or for the breach thereof,

shall be finally settled by the Arbitration of Sole Arbitrator to be nominated by mutual consent.

8.3 The decision of the Arbitrator shall be final and binding upon the Parties.

8.4 Each Party shall bear its own cost of Arbitration irrespective of the Arbitral award.

## 9. Notice

9.1 Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if delivered by hand; through postage; courier; email to the following:

**Address:** 408, Dubai Real Estate Center, Al Mina Road, Satwa, P.O. Box 50127, UAE.

**Email:** [contact@SVentures.com](mailto:contact@SVentures.com)

## 10. Force Majeure

Neither Party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the act of God, governmental act, earthquake, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, suicidal bombing and attacks, explosions, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, accident.

## 11. Partnership

This Agreement shall not be deemed to constitute a partnership or joint venture or agency Agreement between the parties.

## 12. Complete Agreement

This Agreement contain the entire contract between the parties relating to the transactions contemplated by this Agreement and supersede all previous Agreements between the parties relating to these transactions.