

Online Advertising Agreement

Online Advertising agreement between _____ of _____
(herein referred to as the Client) and Justin Hollow of Hollowpoint Pty Ltd, signed on the
_____ day of _____, 200_.

Parties to this agreement agree to the following:

1. From the date you sign this agreement, the agreement will run for **1 month** and will then continue on a monthly basis automatically until notice is given. For all purposes, we assume that each month has exactly 30 days.

2. You agree to pay a monthly **management fee of ___%** of the total campaign budget to Hollowpoint Pty Ltd for management of your campaign for a minimum period of 1 month. Hollowpoint Pty Ltd may also from time to time receive credits or discounts based on performance of ads, performance of quality scoring or increased budget levels from Google or another search engine and may distribute or appropriate these credits or discounts in any matter Hollowpoint Pty Ltd sees fit.

3. You agree to pay a monthly advertising fee to Hollowpoint Pty Ltd for placement of advertising on the Google network, and that the **minimum monthly spend is \$_____ per month, inclusive of GST**, or any other amount agreed upon in writing by both parties to this agreement, providing the agreed amount is higher than the minimum spend. The client agrees to maintain this minimum spend for a minimum period of 1 month. The client further agrees to keep their account in good standing, including, but not limited to, ensuring that invoices are paid within 7 days of receipt. You also agree to notify Hollowpoint Pty Ltd of any changes to any websites, marketing materials, or things that may affect the results of the advertising campaign.

4. Hollowpoint Pty Ltd agrees to place advertising on behalf of the client at the spend level that has been agreed upon between the client and Hollowpoint Pty Ltd. Further, Hollowpoint Pty Ltd agrees to keep the account established on behalf of the client in good standing. Hollowpoint Pty Ltd also agrees to provide statistics at a level agreed by both parties.

5. Payment for your monthly campaign shall be in advance. Your monthly campaign and management fee will be due on the _____ day of each month.

6. Notice of cancellation of this agreement shall be deemed valid and accepted by Hollowpoint Pty Ltd if received by facsimile, e-mail or post after the initial 1 month period. Cancellation will be accepted on date of actual receipt by Hollowpoint Pty Ltd and will take effect at the end of that current thirty day period for which you will be charged at the normal rate applicable.

7. This agreement may also be terminated by:

- a) Mutual agreement of both parties in writing,
- b) Non – performance on the part of Hollowpoint Pty Ltd, or
- c) Non – payment of any invoice by the client

8. Throughout the duration of the contract you agree that any tools, coding, new keywords and any knowledge gained cannot be used in any other online advertising account you may have, or create yourselves during the term of this contract.

9. Hollowpoint Pty Ltd agrees not to disclose the client's proprietary information to any other party, and further agrees not to service a competitor's account whilst the client continues to employ Hollowpoint Pty Ltd's services. Hollowpoint Pty Ltd further agrees that it shall not export or use any keyword structure from the client's account to benefit a competitor.

10. Hollowpoint Pty Ltd agrees that during the contract and after termination of this agreement, all the financial details supplied to us by you for the purpose of our services will be kept confidential.

11. You agree that Hollowpoint Pty Ltd can, at it's sole discretion, close any and all publisher accounts used in relation to this agreement upon termination of this agreement.

12. This agreement shall survive, and remain in force, in the event of:

- a) Change of Directors, Business Names, Trading Names, Business Models or any other activity relating to the financial status or company status of either party, or
- b) Death or mental incapacitation of a director/s of either party

Unless both parties agree in writing.

13. Each of these terms, (above), are essential to us providing a service to you, our client. If any one of these terms is breached throughout the duration of the contract Hollowpoint Pty Ltd will have no choice other than to seek recompense and/or terminate some or all of the clauses contained within this agreement.

Signed (on behalf of the client)
Dated / /

Signed (on behalf of Hollowpoint Pty Ltd)
Dated / /