

**ADVERTISING AGENCY AGREEMENT:**

This Advertising Agency Agreement ("the Agreement") is made and effective this October 4, 2016, by and between [REDACTED] St., LLC ("Client") and [REDACTED] Group LLC ("Agency"), a company organized and existing under the laws of the state of New York.

Agency is in the business of providing advertising agency services for a fee. Client desires to engage Agency to render, and Agency desires to render to Client, certain advertising agency services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. Client appoints Agency and Agency agrees to accept such appointment to represent Client in carrying out advertising on its behalf.
2. Agency shall provide media buying expertise and marketing consulting services in a professional manner for Client. The services to be provided only upon written request include, but are not limited to, the following:
 - Media planning and media buying;
 - Search Engine Marketing, set up and ongoing optimization;
 - Search Engine Optimization, set up and ongoing optimization;
 - ROI (return-on-investment) set up, tracking and reporting;
 - Any other services and/or consulting mutually agreed upon by both parties.
3. No obligations shall be incurred by Agency on behalf of Client without first obtaining written approval from Client. Client may require the submission of details of written proposals by Agency with regard to all anticipated obligations prior to granting approval.
4. Client shall pay Agency all approved media costs incurred on behalf of Client.
 - a. Commission on media charges:
Upon Client approval in writing of the media placements, Client shall pay Agency the gross amount of the media charges (the net amount + the standard advertising agency commission of 15%).
 - b. Other Fees (upon request and Client approval only):
 - Search Engine Marketing set up, ongoing bid management, optimization and reporting is charged at \$500 on a monthly basis;
 - Search Engine Optimization set up, ongoing management and reporting is charged at \$1,950 on a monthly basis;
 - ROI (Return-on-Investment) basic tracking and reporting is charged at \$535 on a monthly basis;
 - Any other financial agreement needs to be mutually agreed upon by both parties.
5. Invoices will be submitted by Agency to Client in order to be paid by Client. All payments are due NET 30 DAYS with invoices sent to Client on a monthly basis. Client with past due balance over 90 days may be subject to suspension by Agency of all advertising campaigns until the account is current.
6. Agency shall provide the services in a professional manner consistent with applicable industry standards.
7. Notwithstanding anything to the contrary in these terms and conditions, neither party should be liable to the other party for any indirect, incidental, special or consequential damages arising out of or in connection with the services provided, and the maximum aggregate liability of Agency in the connection with the services provided shall be an amount equal to the aggregate amounts paid by Client to Agency in connection with the services set forth in the Agreement.
8. This agreement shall commence on October 4, 2016 and shall expire upon mutual agreement. Client agrees to work with Agency regarding the purpose of the Agreement on or before the expiration of the term set forth above. Upon any expiration or termination of the Agreement, Client shall remain liable for all charges in connection with services that have been rendered prior to the effective date of expiration or termination of the Agreement.
9. Either party may terminate this Agreement at any time by giving the other party written notice at least 30 days before the effective date of termination.
10. Rights and duties upon termination:
 - a. No work in progress shall be completed unless requested by the Client. Agency will use best efforts to assign all of its contracts with third parties on behalf of Client to Client who may assume or terminate all such contracts and obligations under such contracts and hold Agency harmless from any liability arising after termination of this Agreement.
 - b. Agency shall deliver to Client all papers and other materials related to the work performed by Agency in accordance with this Agreement. Client agrees to pay all costs of delivery of such items.
 - c. Except as specifically provided in this Agreement, all rights and liabilities of the parties arising out of this Agreement shall cease upon the termination of this Agreement.