



- ADVERTISEMENT & PROMOTION
- MOBILE APPLICATION DEVELOPMENT
- WEBSITE DEVELOPMENT
- IT CONSULTANT
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- BREAKING NEWS

**ADVERTISING AGREEMENT BETWEEN SHANKS MEDIA & SOFTWARE COMPANY LIMITED**

**AND (CLIENT COMPANY)**

This Advertising Agreement sets out the terms and conditions upon which [CLIENT.Company] being a company duly registered under the laws of **FEDERAL GOVERNMENT OF NIGERIA** with registered number **1957389** and having its registered address at [Client registered address] engages **SHANKS MEDIA & SOFTWARE COMPANY LIMITED ("SHANKS NEWS")**, being a Company duly registered under the laws of **FEDERAL GOVERNMENT OF NIGERIA** with registered number **1957389** and having its registered address at **30 obidegwu Street Iyana School Iba Ojo Lagos** as an advertiser for the Company ([CLIENT.Company]).

WHEREAS: The main activity of the Company is – main activity of company.

WHEREAS: The Advertiser provides advertising services in this above mentioned area.

WHEREAS: The Company is desirous of engaging the Advertiser to provide advertising services on such terms as are set out throughout this Agreement and the Advertiser for his part is desirous of being engaged by the Company to provide said advertisement on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**1. DEFINITIONS.**

In this Advertising Agreement:

1.1 "Territory" shall mean [SHANKS NEWS]

1.2 "Social Media" shall mean all forms of social media such as Facebook, Google+, LinkedIn etc.

1.3 "Ads" shall mean online advertisements.

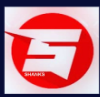
1.4 "PPC" , "CPC" shall all mean Pay Per Click advertising.

1.5 "PPV" , "PPM" , "PPI" , "CPI" , "CPM" shall all mean Cost Per View advertising.

1.6 "Display Ads" shall means advertisements promulgated by any display networks.

1.7 "SEO" shall mean Search Engine Optimisation.





1.8 "Video Advertising" shall mean advertising on Youtube.com, Vimeo.com or any other similar public or private video website.

1.9 "Viral Advertising" shall include all forms of viral advertising, stealth advertising and advertising using internet memes.

1.10 "Bonus Offers" shall mean the offering of any goods, services, ebooks or other benefit whatsoever whether or not of any real or perceived benefit or value as an incentive to the customer to purchase the goods or services of the Company.

1.11 "Fees" shall mean the Fees set out in Clause 4.

1.12 "Budget" shall mean the advertising Budget set out in clause 5.

1.13 Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.14 The heading names in this Advertising Agreement are provided as reference only and do not form part of this Advertising Agreement.

1.15 This Advertising Agreement may be executed in both English and other languages. If there is a conflict between this Agreement in its various translations the English version shall prevail.

1.16 The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Advertising Agreement.

1.17 This Advertising Agreement may be executed either in one original or in two counterparts.

1.18 The terms of this Advertising Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

## 2. PROVISION OF INFORMATION BY {CLIENT COMPANY}

In order to enable the Advertiser to create and promulgate appropriate advertisements the {Client Company} agrees to provide the SHANKS MEDIA & SOFTWARE COMPANY LIMITED with:

2.1 An executive summary of the Company and its area of operation.

2.2 A detailed description of the product or services being advertised including information relevant to advertising such as cost, payment means, refund policy etc.





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2.3 An indication of the intended purpose of advertising (whether to promote a given product or service or raise brand or product awareness or both).

2.4 A detailed budget for advertising.

2.5 Access to their website traffic statistics in order to allow SHANKS MEDIA & SOFTWARE COMPANY to tailor and improve the advertising as well as tracking commission, if applicable.

The performance by SHANKS MEDIA & SOFTWARE COMPANY LIMITED of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.

### **3. OBLIGATIONS OF THE SHANKS MEDIA & SOFTWARE COMPANY LIMITED**

It is agreed that:

3.1. SHANKS MEDIA & SOFTWARE COMPANY may use the following means to promote the products or services of the Company as agreed between the Parties from time to time:

3.1.1 SEO

3.1.2 Text Ads

3.1.3 Image Ads

3.1.4 PPC Ads

3.1.5 PPV Ads

3.1.6 Social Media Advertising

3.1.7 Advertisement on "SHANKS NEWS"

3.1.8 Viral Advertising

3.1.9 Video Advertising

3.1.10 Radio Advertising

3.1.11 TV Advertising

3.1.12 Magazine Advertising

3.1.13 Billboard Advertising





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### 3.1.14 Word of Mouth Advertising

3.2 SHANKS MEDIA & SOFTWARE COMPANY LIMITED is expressly prohibited from using the following means to promote the products or services of the Company:

#### 3.2.1 Popups

#### 3.2.2 Bonus Offers

#### 3.2.3 Affiliate Marketing

3.3 SHANKS MEDIA & SOFTWARE COMPANY LIMITED shall not promote any advert without that advert being first approved by the {Client Company}.

3.4 SHANKS MEDIA & SOFTWARE COMPANY LIMITED agrees that it will surrender to the {Client Company} the following items on the termination of this Advertising Agreement:

3.4.1 A full list of keywords used in connection with the advertisement or SEO rewritten.

3.4.2 All advertising copy.

3.4.3 Full details of the PPC or PPV strategy including targeted territories, budgets, and any other demographics.

3.4.4 Full details of all traffic received or directed under the campaign including Google Analytics information or similar.

## 4. FEES

In consideration of its services the Company agrees to pay the Advertiser \$\*\*\*\*\*

## 5. MANAGEMENT OF ADVERTISING BUDGET

It is agreed that:

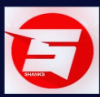
5.1 during the course of this Advertising Agreement and in addition to those Fees outlined in clause 4 the {Client Company} undertakes to pay \$\*\*\*\* to the SHANKS MEDIA & SFOTWARE COMPANY LIMITED to be used to meet the direct costs of the advertising campaign.

5.2 the Budget shall be paid in the following manner:

1<sup>ST</sup> three months : \$\*\*\*

2<sup>nd</sup> three months : \$\*\*\*





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3<sup>rd</sup> three months : \$\*\*\*\*

## 6. DURATION

This Advertising Agreement shall commence on the {date of its execution} and shall have effect until any of the following occurrences at which point the Agreement will end:

6.1 the failure of the Company to pay any fees due under this Agreement within \*\*\*\*\*days of them falling due provided that such delay was not expressly agreed between the Parties.

6.2 The provision of \*\*\*\*\*days' notice in writing by either Party.

6.3 The passing of \*\*\*\*calendar year(s).

## 7. WARRANTIES AND INDEMNITIES

It is agreed that:

7.1 Both Parties warrant that they have the necessary power and approval to enter into this Advertising Agreement.

7.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Advertising Agreement.

7.3 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants warrants that he/she will use only those means of advertising approved by the Company and listed in clause 3.1 and SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants undertakes not to use any other means of advertising without the prior written approval of the Company and such approval shall constitute a variation pursuant to clause 9.

7.4 Where SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants is holding or otherwise controlling an advertising Budget he/she undertakes to use this Budget in its entirety for advertising and not for any other purpose and wont be due any budget that hasn't paid at termination of this agreement

7.5 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants to pause or stop all advertising on the express instruction of the {Client Company} in writing.

7.6 {CLIENT Company} undertakes to pay all Fees promptly and not to unreasonably withhold payment.

7.7 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants warrants that he/she will use only





a) material expressly authorised by the {CLIENT Company}

b) entirely original material and will not infringe the copyright of any third-party.

7.8 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants the he/she will not use any false or misleading statements in their advertisements whether by statement, act, omission or implication.

7.9 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants that he/she will not use any vulgar, offensive or disreputable means of advertising.

7.10 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants agrees to indemnify and keep indemnified {CLIENT Company} against any and all losses howsoever arising as a result of a breach of clause 7.7, clause 7.8 or clause 7.9.

7.11 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants acknowledges that he/she does not have the right to bind the {CLIENT Company}.

7.12 The obligations and benefits under this Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.

7.13 The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

7.14 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under the Agreement.

7.15 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system stated in clause 11.

## 8. CONFIDENTIALITY

It is agreed that:

8.1 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants shall ensure that any confidential information or material which is obtained during the scope of this Advertising Agreement or in negotiation thereof is kept confidential including but not limited to the details of the means of advertising and the commission due or received under this Advertising Agreement.

8.2 {CLIENT Company} shall ensure that the details of the Candidate are kept confidential at all times and undertakes not to share this information with any third- parties.





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8.3 SHANKS MEDIA & SOFTWARE COMPANY LIMITED warrants undertakes that he shall not expose any confidential information except with the prior written consent of the Company or if directed to do so by a competent Court provided always that such information has not previously entered the public domain by other means.

8.4 The terms of clauses 8.1, 8.2, 8.3 shall apply indefinitely notwithstanding the termination of this Advertising Agreement.

## 9. VARIATION

Any variation to this Advertising Agreement shall be made in writing and signed by both Parties.

## 10. NOTICES

Any notice served under this Advertising Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

## 11. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

11.1 The Advertising Agreement is made under the exclusive jurisdiction of the laws of FEDERAL GOVERNMENT OF NIGERIA

11.2 Disputes under this Advertising Agreement shall be subject to the exclusive jurisdiction of the courts of FEDERAL GOVERNMENT OF NIGERIA

11.3 Notwithstanding the terms of 11.2 both Parties agree that in the event of a dispute they will enter into arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.





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IN WITNESS WHEREOF, each of the Parties has executed this Advertising Agreement:

SHANKS MEDIA & SOFTWARE COMPANY LIMITED

NZONIWU-MADUEKE SHARON CHIMDINDU

[CLIENT.Company]

[CLIENT.FirstName] [CLIENT.LastName]

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SHANKS MEDIA & SOFTWARE COMPANY LIMITED

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{ADVERTISING COMPANY}

