

## ADVERTISING AGREEMENT

This Advertising Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2022 (the “Effective Date”), by and between the Vibration Institute (the “Publisher”), located at 1801 North Mill Street, Suite A, Naperville, Illinois 60563 and \_\_\_\_\_, located at \_\_\_\_\_ (the “Advertiser”) (collectively the “Parties”).

1. CONTENT. Publisher reserves the right, without liability, to reject, remove and/or cancel any advertisements (“Ad(s)”) which contain content or links which do not meet Publisher’s advertising specifications, at Publisher’s sole discretion at any time, with or without notice to the advertiser or advertising agency. This right does not imply that publisher has reviewed or assumes any responsibility for advertisement content, and publisher does not assume any such responsibility. This right, and the below indemnity, shall not be deemed to have been waived by acceptance or actual use of any advertising matter. Acceptance of the advertisement by the publisher shall in no way constitute endorsement or recommendation by the Institute, the publisher or magazine for the contents of the advertisement or the product or service advertised. Publisher’s sole liability under this Section shall be to refund the pro-rata portion of amounts paid for the unfulfilled advertising term, if any. In order to maintain the integrity of Vibrations, the Institute maintains a minimum of 75% editorial content to a maximum of 25% advertising ratio.

a) Advertiser hereby grants Publisher the right to display its Ad(s) (and other related content such as thumbnail photos). Failure by Publisher to publish any requested Ad(s) does not constitute a breach of contract or otherwise entitle Advertiser to any legal remedy.

b) Advertiser’s failure to comply with all applicable requirements of Publisher’s advertising specifications may delay or prevent delivery of the Ad(s).

c) Advertiser shall be solely responsible for the content of its Ad(s) and any web site linked to from such Ad(s) and shall indemnify Publisher for all loss, costs, and damages in connection with any claims of infringement of any third party rights. Advertiser represents, warrants and covenants to Publisher that at all times, (a) it is fully authorized to publish the entire contents and subject matter of all requested Ad(s) (including, without limitation, all text, graphics, URLs, and Internet sites to which URLs are linked); (b) all such materials and Internet sites comply with all applicable laws and regulations and do not violate the rights (including, but not limited to, intellectual property rights) of any third party; (c) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder, and its execution of this Agreement does not and will not violate any agreement to which it is a party or by which it is otherwise bound, or any applicable law, rule or regulation; and (d) each such Internet site is controlled by Advertiser and operated by Advertiser or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the applicable site containing the Ad(s).

d) It is the Advertiser’s obligation to submit Ad(s) in accordance with Publisher’s then-existing advertising criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with

Publisher's public image, community standards regarding obscenity or indecency, other editorial or advertising policies, and material due dates).

2. EDITING. Where cuts, electrotypes, or material furnished by the advertiser or its agency occupy more space than specified in the contract or insertion order, the Publisher will attempt to communicate with the advertiser or its agency for definite instructions. If the Publisher is unable to secure definite instructions, the advertisement shall be omitted. Unless otherwise stipulated, the Publisher shall have the right to omit any advertisement when the space allotted to advertising in the issue for which such advertisement is ordered has all been taken, and also to limit the amount of space an Advertiser may use in any one issue. If the Publisher is unable to set any advertisement in the type or style requested, it may set such advertisement in such other type or style as in the Publisher's opinion most nearly corresponds, and the advertisement may be inserted without submission or proof.

Ad Position: Exact position and order of both print and online advertisement is at the sole discretion of the Publisher. Exceptions may be made for an Advertiser who pays for premium print ad placement for the inside front/back cover of Vibrations magazine. The Publisher will make every reasonable attempt to place ads in proximity to listing.

Materials: Written confirmation of material corrections is required by material closing date. If an Advertiser fails to provide required material to meet deadlines, one of two actions will be taken: (1) the last published advertisement available will be repeated, or (2) if no advertisement is available, the space will be forfeited. In either case, the Advertiser will be billed for the space reserved. Advertising materials will be stored for 12 months and will then be discarded unless the Parties come to a separate agreement in writing.

3. RATES AND PAYMENT. Rates are based on the number of ads placed in the current calendar year. Advertisers who pay in full by March 1st will receive a 10% Discount (in addition to the Corporate Sponsor discount).

Payment Terms and Calculations. Advertiser shall be invoiced by Publisher. Publisher's payment terms are net 30 days from the date of invoice. In addition to any other rights, Publisher may immediately remove Advertiser's Ad(s) in the event of non-payment by Advertiser within such time period. All sums payable by Advertiser to Publisher under this Agreement are exclusive of any sales tax, indirect or similar taxes chargeable on any supply to which those sums relate. The Publisher reserves the right to hold Advertiser and/or their advertising agencies jointly and severally liable for money due and payable to the Publisher.

#### 4. LIABILITY, WARRANTY AND INDEMNIFICATION.

(a) EXCEPT AS OTHERWISE STATED HEREIN, PUBLISHER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AS TO THE NUMBER OF VISITORS TO OR PAGES DISPLAYED. PUBLISHER DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY OTHER LOSS, INJURY, COST OR DAMAGE SUFFERED BY ADVERTISER OR ANY THIRD

PARTY. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS. THIS PROVISION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR AN AMOUNT IN EXCESS OF THE TOTAL DOLLAR AMOUNT RECEIVED OR RECEIVABLE BY PUBLISHER FROM ADVERTISER FOR THE SPECIFIC AD AT ISSUE.

(b) Advertiser agrees to defend, indemnify and hold harmless Publisher and each of Publisher's agents, customers, subcontractors and affiliates, and the officers, directors, and employees of any of the foregoing, from, against and in respect of any and all losses, costs, (including reasonable attorney's fees) expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any such parties in connection with Advertiser's Ad(s), except to the extent that such claims directly resulted from the gross negligence or willful misconduct of Publisher.

The Advertiser (and any agency for Advertiser) agree to indemnify, defend, and hold harmless the Publisher from any and all liability, content of advertisement printed (including text, illustrations, representations, sketches, maps, trademarks, labels, or other copyrighted matter), or the unauthorized use of any person's name or photograph, rising from the Publisher's reproductions and publication of such advertisements pursuant to the Advertiser's (and any agency for Advertiser) order.

5. DEFAULT. The Publisher reserves the right to cancel this contract at any time upon default by the Advertiser and/or its agency in the payment of bills or in the event of any other substantial breach of this contract. Upon such cancellation, charges for all advertising published and all other charges payable under this contract shall become immediately due and payable by the Advertiser and its agency upon receipt of the invoice.

If the Advertiser and/or its agency default in the payment of invoices, or if in the judgment of the Publisher, its credit has become impaired, the Publisher shall have the right to require payment for further advertising under this contract upon such terms as the Publisher may see fit.

6. TERM AND CANCELLATION. All cancellations must be received in writing. Print advertisements are subject to cancellation no later than the space closing date. After the closing date, the advertiser is responsible for 100% payment of the ad space for that issue as per the signed contract.

Term and Termination. Unless terminated earlier in accordance with this Agreement, all Schedules hereunder will begin upon the Effective Date and extend for a period of one (1) year thereafter. This Agreement may be terminated by either party if a material breach of this Agreement remains uncured after the non-breaching party has given thirty (30) days prior written notice to the breaching party specifying the breach.

UPON ADVERTISER'S EARLY TERMINATION, ADVERTISER'S SOLE REMEDY WILL BE A REFUND OF ANY PRE-PAID FEES IN EXCESS OF THE FEES OWED TO

PUBLISHER. NEITHER PUBLISHER NOR ANY OF ITS AFFILIATES WILL HAVE ANY OTHER LIABILITY OF ANY NATURE TO ADVERTISER.

7. ASSIGNMENT. Neither Party may assign its rights hereunder to any third party unless the other Party expressly consents to such assignment in writing, not to be unreasonably withheld.

8. VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois without giving effect to its conflict of law rules. The parties agree that the venue for any litigation regarding this Agreement shall be the Circuit Court in DuPage County, Illinois or Federal District Court for the Northern District of Illinois.

9. ATTORNEYS' FEES. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event that the Publisher is the prevailing party as determined by a court of competent jurisdiction, Publisher shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

10. SAVINGS CLAUSE. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable.

11. ENTIRE UNDERSTANDING. Except as specifically provided herein, this Agreement and all Schedules hereto (including the "Advertising Guide") constitute the entire understanding and agreement between the parties and supersedes any and all prior understandings and/or agreements between the parties with respect to the subject matter. No change, amendment or modification of any provision of this Agreement or waiver of any of its terms will be valid unless set forth in writing and mutually agreed to by the parties.

AGREED AND ACCEPTED:

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Printed Name and Title

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Signature (Authorizing Officer)