

Online Advertising Agreement for [HomeTransitionPros.com](http://www.HomeTransitionPros.com)

This online advertising agreement (this “Agreement”) is hereby entered into on this Thursday, June 24, 2021 (the “Effective Date”), by and between Anna Novak, Managing Member of Simply Downsized LLC, with its offices located at 6503 Waterway Drive, Falls Church VA (the “Host Provider”), and “you” _____, meaning the applicant, representing _____ (the “Customer”), on the following terms and conditions:

1. General Undertaking/Services.

The Host Provider operates an Internet website located at: <http://www.HomeTransitionPros.com> (the “Host Site”) which offers content related to Downsizing and Senior Move Management. Customer wishes to purchase advertising space (each, an “Advertisement” or “Ad”) on the Host Site to display text-based descriptions or banners/buttons of its business and business website (the “Advertised Site”), coupled with hypertext pointers or “hotlinks” which, when one is clicked on by a mouse, transports visitors from the Host Site to the Advertised Site. Customer hereby engages the services of Host Provider to run Advertisement(s) on the Host Site pursuant to the terms and conditions set forth herein.

2. Submission of Advertisement(s).

The Customer will submit company credentials and contact information to the Host Provider according to Host Provider’s advertising submission specifications provided to Customer in writing. Host Provider will create advertisement and submit to Customer for approval. If Customer is unable or unwilling to comply with Host Provider’s submission guidelines, or if Customer is not satisfied with the advertisement, then placement and hosting of the applicable Ad shall be deemed canceled and Section 10., below, shall apply with respect thereto.

3. Fees & Payment Terms

(a) Advertising Fee.

An advertising fee (the “Fee”) will be paid by Customer to Host Provider as compensation for setting up, placing, and operating a specific Advertisement on the Host Site pursuant to the terms hereof. The Fee shall be set forth in the “Proposal” (attached hereto as Exhibit “A” and incorporated herein by this reference), and due upon execution thereof by the parties.

(d) Payments & Taxes.

Customer shall be responsible for all [undisputed] amounts payable on the first day of the month in advance of the advertising placement.

4. Operational Matters/Ad Positioning/Exclusivity.

The Host Provider reserves the right in its sole discretion to determine all matters concerning the configuration of hardware, software, telecommunications, system components, advertising categories, and other administrative or operational issues for the Host Site as it deems necessary or helpful in the normal course of business.

(a) Ad Positioning.

Host Provider provides a guaranteed position to Customer in connection with the Ad(s) placed hereunder.

(b) Exclusivity.

Customer retains exclusive advertising opportunity in agreed-upon zip codes and location description, within one of the following categories: Move Manager, Real Estate Salesperson, Moving/Storage Company, Household Goods Auction or Estate Sale Company, or Junk Removers/Haulers.

Host Provider agrees not to publish any third party advertisement and/or a link to any third party advertised website on the Host Site if the entity in question is a direct competitor of Customer during the Term (as defined herein).

5. Proprietary Rights.

Each party (or identified third party) owns its respective websites and all material and content contained in it. Nothing herein grants the other party any right, title, or license in a party’s intellectual property rights, except only that Customer grants to Host Provider the limited,

non-exclusive, non-transferable license to setup and display Advertisements (including any identifying marks contained therein) on the Host Site pursuant to the terms hereof and any applicable Insertion Order. Upon termination or expiration of this Agreement, the Host Provider shall promptly deactivate the Advertisement(s). Nothing herein grants either party the right to publish or use any trademark, servicemark, logo, and/or other identifying mark of the other party in any advertisement, sales promotion, press release, and/or other publicity or marketing materials without such other party's prior written consent in each instance [not to be unreasonably withheld].

6. Force Majeure.

Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, and incompatible or defective equipment, software or services not supplied by the excused party. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder. [If an event of Force Majeure continues for at least four (4) consecutive weeks, Customer shall have the right to immediately terminate this Agreement pursuant to the terms hereof.]

7. Legal Compliance with Advertising Laws, Rules, and Regulations.

Customer acknowledges that it is Host Provider's business policy to conduct advertising campaigns in general in a manner so as not to: send unsolicited (i.e., spam) email to recipients (unless authorized by federal law); promulgate advertising that is, in any way, false or misleading; misuse or misappropriate another party's intellectual

property and/or other third party rights of any kind; send obscene messages to any recipients; and/or use email or other forms of messaging to conduct illegal or immoral activities of any kind as per current, applicable law. Customer and Host Provider each agree not to take any actions inconsistent with this policy, and to make all of each of its employees and agents aware of such policy in order to ensure compliance herewith. A breach of this Section shall be considered a material breach of this Agreement, giving rise to immediate termination rights. Each party further agrees that it will cooperate with the other party in all reasonable respects in its efforts to respect any user's privacy wishes and requests to be unsubscribed from receiving email. Additionally, in connection with any and all tracking services (i.e., of online users' personal information and web searching history), the parties hereto acknowledge and agree that the protection of consumer privacy is a priority of Customer and Host Provider. Each of Customer and Host Provider pledges its commitment to protecting the privacy of consumers, taking all commercially practicable steps to maintain such privacy, and adhering to fair information collection practices with respect to each of its performances under this Agreement. Accordingly, each party represents and warrants that it will act in full compliance with all Federal Trade Commission guidelines and any other applicable laws, rules and regulations then in existence with respect to the collection, use, and sharing of information gathered from consumers.

8. Cancellations/Default.

Host Provider begins billing cycle on the first day of the month that occurs after the advertisement has been agreed upon by both parties and is "live" on the website. Accounts overdue by more than thirty (30) days without a written agreement to amend the contract will void the contract and the advertisement will be removed from the website.

9. Mutual Representations & Warranties.

Each party represents and warrants that it is duly organized, validly existing and in good standing in its State of incorporation, and has full power and authority to enter into this Agreement and fulfill its obligations hereunder. Customer further represents and warrants to Host Provider that the contents of all final information and materials

provided by Customer to Host Provider hereunder (without modification by Host Provider and when used specifically as authorized by Customer) [to the best of Customer's [actual or constructive] knowledge]: (i) are true and accurate in every respect; (ii) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (iii) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights). Host Provider further represents and warrants to Customer the following: (i) Host Provider shall not make any changes to Customer's finally submitted Ad copy without Customer's prior written approval in each instance, and shall only use any and all such information and materials specifically as authorized by Customer and in no other manner and for no other purpose; and (ii) The Host Site (in whole and in part), and any materials or information provided to Customer by or on behalf of Host Provider hereunder, [to the best of Host Provider's [actual or constructive] knowledge]: (aa) are true and accurate in every respect; (bb) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (cc) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights). The parties indemnify and hold harmless from damages from a breach of Mutual Representations and Warranties.

10. Limitation of Liability.

The parties hereto acknowledge and agree that the following provisions are material conditions of this Agreement and reflect a fair allocation of risk between the parties:

(a)

HOST PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO CUSTOMER THAT OPERATION OF THE HOST SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. HOST PROVIDER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(b)

CUSTOMER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO HOST PROVIDER THAT OPERATION OF THE ADVERTISED SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. CUSTOMER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(c)

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HOST SITE.

(d)

EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e)

EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE AMOUNTS PAID BY CUSTOMER TO HOST PROVIDER HEREUNDER.

(f)

ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

11. Insurance.

Each party shall maintain, at its own cost and expense, the following insurance coverage: (i) Comprehensive Commercial General Liability

Insurance with minimum limits of not less than [\$1,000,000] per occurrence; (ii) Worker's Compensation Insurance in limits not less than required by applicable law; and (iii) Employer's Liability Insurance in limits not less than [\$1,000,000] per employee per accident. Said policies shall be issued in the United States and written by a recognized insurance company with an A.M. Best Company rating of "A-" or better in the latest edition of Best's Insurance Guide and Key Ratings, and name the other party as an additionally insured party. Customers who are Licensed Real Estate Salespeople and advertise Real Estate Services and operate under the supervision of a licensed broker must comply with all brokerage requirements and applicable insurance coverage as required by federal law and the law in the state of licensure.

12. Term & Termination.

(a) Term.

The term (the "Term") of this Agreement shall commence as of the Effective Date and continue through and including any period of time that the Proposal is in effect (subject to termination as set forth below).

(b) Termination.

This Agreement may be terminated by the Customer for any reason, without penalty, with 31 days advance notice of the cancellation date. Monthly Fees will not be refunded or pro-rated. This Agreement may be immediately terminated by either party without further liability or obligation to the other party if: (i) the other party violates any applicable U.S. state or local laws, rules, regulations, or ordinances (including, without limitation, any applicable advertising regulations); (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement (and/or violates the non-breaching party's fair and reasonable "morals clause," as such term is commonly understood in common law) and, if such breach or violation is curable, it remains un-remedied for a period of [seven (7) days] following receipt of written notice thereof detailing such breach or violation; or (iii) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any

proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors. Termination shall have no effect on the parties' rights and obligations hereunder with respect to those provisions which, by their very nature, are intended to survive any termination or expiration hereof, including, without limitation, representations & warranties, indemnifications, accrued payment obligations, limitations on liability, export regulations, and confidentiality.

(c) Following Termination.

In the event of any termination hereunder, [with the exception of a termination by Customer for material breach by Host Provider,] Customer shall pay Host Provider all amounts due to Host Provider up through the effective date of termination. Additionally, upon termination of this Agreement, Host Provider shall transfer to Customer all of Customer's materials in Host Provider's possession or control.

13. Disputes, Choice of Law.

The parties hereto agree that any disputes between them respecting the terms hereof shall be submitted to a single arbitrator under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in Court, shall include a written explanation of the decision and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF [insert state] WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS PRINCIPLES, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

14. Export Regulations.

The transfer of technology across national boundaries is regulated by the U.S. Government. The parties hereto agree not to export or re-export (including by way of electronic transmission) any data or technology derived from its own website(s) without first obtaining any

required export license or governmental approval. Neither party shall directly or indirectly export or re-export (including by electronic transmission) any regulated technology to any country to which such activity is restricted by any applicable U.S. regulation, rule, or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

15. Independent Contractors.

The parties hereto are independent contractors with respect to each other and with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive course of dealing. Without limitation on the foregoing, neither party shall have the right to bind the other party to any agreement, covenant, or obligation of any kind without the prior written consent of such other party in each instance.

16. Assignment.

Neither party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party in each instance [such consent not to be unreasonably withheld, conditioned, or delayed]. [Notwithstanding the foregoing, either party may be free to assign this Agreement to any [(a) affiliate of such party; or (b)] successor entity of such party that assumes all, or a majority of, such party's assets in writing.]

17. Miscellaneous.

This document and any attachments incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other

provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same original.