



Website Banner Advertising Agreement

LIXI hereby agrees to provide the Advertiser (as below) with banner advertising space on the LIXI website (lixigroup.com.au), subject to the terms and conditions herein.

Name of Company: _____

Type of Business: _____

Address: _____

Phone Number: _____

Facsimile: _____

Email Address: _____

(hereinafter called the 'Advertiser')

SECTION A

Pricing (see next page for definitions)

Type A Large Banner

Size – 468 pixels wide by 60 pixels high

\$200.00 per month for Base Block advertising

\$0 for each 20,000 hits per month (or part thereof) above the Base Block advertising

Please send completed form to:

LIXI LIMITED

PO Box 1252, North Sydney, NSW 2059

Or scan and send to: admin@lixigroup.com.au

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SECTION B

Please complete the following section by checking the applicable boxes and answering the questions.

I hereby accept the terms and conditions of this Agreement, which I confirm I have read and understood, on behalf of the Advertiser;

I confirm I am duly authorised to enter this Agreement on behalf of the Advertiser;

My name is _____
(please print full name)

The position I hold within the Advertiser company is _____

I am over the age of 18 years;

Signed: _____ Date: _____

SECTION C

1. Definitions:

- (a) 'Advertisement' means the display of the advertising products or services in the banner on the LIXI website
- (b) 'Base Block' means 0 – 20,000.00 hits per month, or part thereof
- (c) 'Initial Period' means the period of time for which the parties first enter into the Agreement
- (d) 'Type A' means a large banner with the following characteristics:
 - Size – 468 pixels wide by 60 pixels high
 - Format – GIF, SWF and/or JPG
 - Rotor speed – 13 seconds
 - Link to Web Address – Please supply your home page or specific web address

2. The Advertiser agrees to pay all Base Block charges (in accordance with the price list on page 1 of this Agreement) to LIXI in advance.

3. The Advertiser agrees to pay LIXI an additional cost for each block of 20,000 hits per month (or part thereof) above the Base Block (in accordance with the price list on page 1 of this Agreement). An invoice for this additional cost will be forwarded to the Advertiser at 3 monthly intervals commencing from the date of this Agreement.

4. The parties agree that each invoice issued to the Advertiser by LIXI will be accompanied by supporting web statistics confirming the calculation of the charges.

5. The parties agree that the Initial Period of this Agreement shall be for a minimum of 3 months and that any subsequent renewals of the Agreement shall also be for a minimum period of 3 months.

6. All payments to be made by the Advertiser to LIXI must be made within 14 days of the date of the tax invoice issued by LIXI. Should LIXI not receive payment with 14 days of the tax invoice

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date, the Advertiser agrees to reimburse LIXI for any enforcement expenses incurred by LIXI in obtaining payment.

7. No Advertiser shall enjoy any preferential position in the banner advertising.

8. No Advertiser shall enjoy any monopoly or exclusive rights in relation to the banner advertising.

9. The Advertiser agrees to produce a copy of the Advertisement to LIXI at the time of signing this Agreement.

10. LIXI reserves the right to review any Advertisement before publication and reserves the right to withhold, withdraw or refuse to display any Advertisement for any reason whatsoever, either before publication or after publication.

11. LIXI reserves the right to change the locale of the banner to be used for banner advertisements.

12. The Advertiser agrees that this Agreement contains all the terms and conditions between the parties hereto and that LIXI (including, but not limited to any director, executive officer, employee or representative of LIXI) has made no warranty (oral or otherwise) except as expressly stated herein.

13. The Advertiser agrees to indemnify LIXI against all claims in respect of any alleged infringement of copyright, trademark or design or in respect of any passing off or slander or title arising in consequence to the display of the Advertiser's Advertisement in pursuance of the Agreement.

14. The Advertiser agrees to indemnify LIXI in respect of any claim or demand made or action commenced by any person against LIXI or for which LIXI is liable in connection with any loss or damage suffered in connection with the Advertisement or the subject matter of this Agreement, including but not limited to any legal costs as between solicitor and client incurred by LIXI or for which LIXI is liable.

15. If for any reason LIXI or the website containing the banner ceases to operate, then:

- i. The Advertiser shall have no right of action against LIXI regarding the cessation of operation of the website containing the banner; and
- ii. The Advertiser shall not be released from any liability or right of action which at the time of cessation has already accrued to LIXI.

16. Termination of this Agreement will not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights may include but not be limited to the recovery of any money due.

17. LIXI will not be liable nor deemed to be liable to the Advertiser for failure or delay in meeting any obligation due to strikes and/or lockouts (whether of their own employees or those of others) Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof, technical difficulties or any other cause beyond the control of LIXI. In any such event, and if possible, the time for performance of the obligations under this Agreement will be extended by the same period or periods (as the case may be) for which performance is delayed.

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18. (a) A notice or other communication required or permitted to be given by one party to another must be in writing and:

- i. delivered personally; or
- ii. sent by pre-paid mail to the address of the addressee specified in this Agreement; or
- iii. sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.

(b) A notice or other communication is taken to have been given (unless otherwise proved):

- i. if mailed, on the second Business Day after posting; or
- ii. if sent by facsimile before 4 pm on a Business Day at the place of receipt,

(c) A party may change its address for service by giving notice of that change in writing to the other parties.

19. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

20. If any clause or part of a clause of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause will firstly, be read down to give it efficacy and, if that is not possible then, secondly, will be deemed to be severed from this Agreement and be of no force and effect but all other clauses and parts of clauses of this Agreement will nevertheless prevail and remain in full force and effect and be valid and fully enforceable.

21. This Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the nonexclusive jurisdiction of the courts of New South Wales.

22. Interpretation

In this Agreement, unless otherwise indicated by the context:

- i. words importing the singular include the plural and vice versa;
- ii. headings are for convenience only and do not affect interpretation of this Agreement;
- iii. a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- iv. where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- v. an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- vi. a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- vii. a reference to a party to a document includes that party's successors and permitted assigns;
- viii. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement;
- ix. a covenant or agreement on the part of two or more persons binds them severally; and
- x. a reference to a body, whether statutory or not;
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body; is a reference to the body which replaces it or which substantially succeeds to its powers or functions.