

[besticoforyou.com](http://besticoforyou.com)

[besticoforyou@gmail.com](mailto:besticoforyou@gmail.com)

Via Serrano 3  
Torino  
Italy

## **ADVERTISING AND PROMOTION AGREEMENT**

### ***RECITALS***

Advertiser has the desire to place advertising with BESTICOFORYOU Network using a verity of marketing and advertising services (the "Services"), as per forth in Exhibit B.

### ***AGREEMENTS***

In consideration with the mutual covenants set forth in this Agreement,  
BESTICOFORYOU Network hereby agree as follows:

#### ***1. Advertising and Promotion***

BESTICOFORYOU Network shall arrange for the placement of advertising and promotion of Advertiser and agrees to fulfil the following duties:

**1.1** Produce and publish articles (reviews) of advertiser's product.

Articles will be written following advertising specifications.

**1.2** Display of 735 × 150 banners, at the bottom of every article (sub-pages),  
1202 × 176 banner in the header (every page).

#### ***2. Specifications and Services Completion***

"Marketing Material" shall mean any programming...graphic design, linking or other collateral required by either party to fulfil obligations under the Specifications.

**2.1** Both parties will use reasonable diligence in the development of the Advertising and Marketing Material and endeavour to complete all agreed upon Specifications outlined in Exhibit B, no later than June 30, 2018.

**2.2** Both parties acknowledge that this delivery deadline listed in Exhibit B, shall be an estimate, and is not a required delivery date.

**2.3** Both Advertiser and BESTICOFORYOU NETWORK shall retain all intellectual property rights with regards to logos, graphics, text, images or other components owned and transmitted to either party for use in fulfilment or creation of Specifications or Services, including, without limitation, any and all interest in any technical, source code, software, business, financial, contractual terms and conditions or other information or data furnished by one party or otherwise made known as a result of or relating to the performance of duties pursuant to this Agreement.

**2.4** BESTICOFORYOU NETWORK and Advertiser each retain all rights to the materials it develops in the fulfilment or creation of Specifications or Services, including, but not limited to, graphics, text, audio, and video recordings.

### **3. Compensation**

**3.1** For all of BESTICOFORYOU NETWORK's Services under this Agreement, Advertiser shall compensate BESTICOFORYOU NETWORK in cash, pursuant to the terms of Exhibit A attached hereto.

**3.2** In the event Advertiser fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, BESTICOFORYOU NETWORK has the right, but is not obligated, to pursue any or all of the following remedies:  
(1) Terminate the Agreement and (2) bring legal action.

## **4. Confidentiality**

**4.1** Advertiser and BESTICOFORYOU NETWORK acknowledge and agree that the Specifications and all other documents and information related to the engagement of marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of each party.

**4.2** Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the other's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

**4.3** Excluded from the "Confidential Information" definition is anything that can be seen by the public in any advertising medium Or channel, 5. Truth in Advertising indemnification for Liability 5.1. Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or any material to which users can link through the Advertisement.

**5.2** Advertiser represents and warrants that the Advertisement and Link comply with BESTICOFORYOU NETWORK'S advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and link by BESTICOFORYOU NETWORK for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

**5.3** Advertiser agrees to identify BESTICOFORYOU NETWORK and to hold

BESTICOFORYOU NETWORK harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by BESTICOFORYOU NETWORK, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

**5.4** Advertiser agrees to request that BESTICOFORYOU NETWORK be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

## ***6. Right to Refuse Unacceptable Advertising***

**6.1** BESTICOFORYOU NETWORK reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set forth in this agreement.

**6.2** BESTICOFORYOU NETWORK reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online.

**6.3** BESTICOFORYOU NETWORK does not accept advertising from companies that produce or provide tobacco or alcohol or pornographic products or services (which BESTICOFORYOU NETWORK shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public, or any other organization or company producing products or services deemed by BESTICOFORYOU to be harmful to the image and reputation of BESTICOFORYOU.

**6.4.** This Agreement is voidable by BESTICOFORYOU NETWORK immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with products or services defined in Section

**6.5** In addition, BESTICOFORYOU NETWORK may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

## **7. Usage Statistics**

**7.1** BESTICOFORYOU NETWORK MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME.

**7.2** BESTICOFORYOU NETWORK SHALL NOT BE HELD LIABLE FOR ANY CLAIMS, AS THEY RELATE TO PUBLISHED OR UNPUBLISHED USAGE STATISTICS.

**7.3** BESTICOFORYOU NETWORK IS NOT REQUIRED TO PROVIDE ADVERTISERS WITH USAGE STATISTICS.

## **8. General Provisions**

**8.1 Entire Agreement** - This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

**8.2 Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Exclusive jurisdiction and venue shall be in the District of Columbia.

**8.3 Binding Effect** - This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, provided that neither party assigns any of their obligations under this Agreement without the other's prior written consent.

**8.4 Waiver** - The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter, to enforce and compel strict compliance with every term and condition of this Agreement.

**8.5 Good Faith** - Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

**8.6 Right to Withhold Content and Creative Services** - In the event that a single party fails in its obligations, as set forth on Exhibit B within the time prescribed in Exhibit B, the other party has the right to withhold further content and Services performed for, or on behalf of the other party until such obligations are met.

**8.7 Indemnification** - Both parties warrant that everything they give one another to use in fulfillment of Specifications is legally owned or licensed. Both parties agree to indemnify and hold harmless one another from any and all claims brought by any third party relating to any aspect of the content and Services, including, but not limited to, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by either party's products/services, material supplied, copyright infringement, and/or defective products sold via the advertising or Services of either party.

**8.8 Use of Services and Creative Content for Promotional Purposes** - Both parties may advertise, use, or otherwise promote the creative content, description of Services performed, results of Services, and campaign data, as they see fit for promotional purposes, so long as prior consent is obtained from both parties.

**8.9 Placement of Tracking Codes** - Both parties may use tracking codes, URLs, or other IDs to evaluate the effectiveness of any and all advertising.

**8.10 Attorney's Fees** - In the event any party, to this Agreement, employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

**8.11 Term of Agreement** - This agreement shall begin on 6 June 2018, and shall continue in full force until terminated by either party upon at least thirty (30) days prior written notice.

### ***EXHIBIT A - PAYMENT TERMS***

**9.** Advertiser agrees to pay BESTICOFORYOU NETWORK a fee of:

**\$400** per month for header banner (all the pages),

**\$200** per month for article banner (all the pages),

**\$500** per month for article publishing (2 posts in the month)

Or **\$900** for the **3 services together** (special price offer\*), according to the following terms:

**9.1** Advertiser agrees to a month-to-month advertising commitment to BESTICOFORYOU for a term of no less than 30 DAYS.

**9.2** Payment for each monthly term before the commencement of the advertising for that month,

**9.3** Should Advertiser not provide web-ready graphics and/or radio-quality audio recordings as needed for the advertisement, Advertiser agrees to pay for all out-of-pocket expenses incurred by BESTICOFORYOU NETWORK in developing the advertisement.

**9.4** Send all graphics in .PNG format via email to: Andrea Tuberosi, [besticoforyou@gmail.com](mailto:besticoforyou@gmail.com)

**9.5** Contact Andrea at [besticoforyou@gmail.com](mailto:besticoforyou@gmail.com) to send articles by email or through a secure Internet portal.

**10** Advertiser agrees to pay for the BESTICOFORYOU NETWORK's fee and all expenses, as set forth above within 15

days of invoice. All unpaid balances shall accrue interest at 2% per month.

**11** Advertisement will not run until BESTICOFORYOU NETWORK receives the fee from the Advertiser. In the case that a fee may be received after the agreed upon start date, the days between receipt of fee and original start date will be added to the end of the term of the advertisement.

### ***EXHIBIT B - SPECIFICATIONS***

The BESTICOFORYOU.COM NETWORK will provide the following advertisement specifications

FOR THE PERIOD: JUNE 12, 2018, to July 12, 2018.

[] 1)Header banner publication on all the besticoforyou.com pages,

[] 2)Article banner on all the besticoforyou.com pages,

[] 3)Article publishing (2 posts in the month) - 500 original, English (native) words, 3 images, 5 source links, 3 headings (H3).

[] 4) Translation of Website, BT ANN Tread, Whitepaper (custom offer)

[] All the services (1-2-3) (special price offer\*)