

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

WEBSITE ADVERTISING AGREEMENT

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This Website Advertising Agreement ("**Agreement**") is dated _____ between:

(1) _____ (Company Reg. No.: _____) incorporated and registered in Malaysia with its registered address at _____ ("**Website Owner**"); and

(2) _____ (Company Reg. No.: _____) incorporated and registered in Malaysia with its registered address at _____ ("**Advertiser**").

Each of the Website _____ and the _____ is referred to as "**Party**" and collectively, as "**Parties**".

WHEREAS:

(A) The Website _____ owns and operates a website, _____ which URL is _____ ("**Website**").

(B) The _____ is in the _____ of supply of online _____ and _____ to _____ advertising space on the Website.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this _____.

Advertising Content _____ the content of _____ submitted by or on _____ of the _____ to the Website _____ including but not _____ to all text, _____, _____, _____ and _____.

Fee _____ means such _____ as stipulated in _____.

Intellectual Property Rights _____ means, _____ but not _____ to, any patent, _____, design right, _____, service mark, trade secret, _____, goodwill, _____, confidential _____, _____ property or _____ similar to the _____ (whether registered or _____) in any _____ and in _____ form, _____ or _____ now known or later developed.

2 DURATION AND TERMINATION

2.1 This _____ shall commence on _____ and shall end on _____ unless sooner in _____ with this _____. This _____ may be renewed for a _____ period and on terms and _____ to be _____ agreed _____ the _____ subject to the prior _____ of both _____.

2.2 Without _____ any other _____ or remedy _____ to it, either _____ may terminate this _____ with _____ effect by giving _____ notice to the other _____ if:

2.2.1 the _____ Party _____ a material _____ of any _____ of this _____ which _____ is _____ or (if _____ breach is _____) fails to _____ that breach _____ a _____ of _____ days after _____ notified in _____ to do so; or

2.2.2 the _____ Party is _____ or _____ to _____ or is in _____ of becoming _____ to any _____ of _____ or bankruptcy _____, or passes a _____ for its _____ winding-up, or _____ any _____ of its _____ for _____ of any _____

compromise _____, or has a _____ or a _____ appointed _____ the whole or _____ of its assets.

2.3 On expiry or _____ of this _____:

- 2.3.1 any _____ due to the Website _____ as at the date of _____ shall _____ due and _____ by the _____;
- 2.3.2 the _____ Owner shall have the right to _____ remove the _____ from the _____; and
- 2.3.3 Without _____ any other _____ or remedy _____ to the _____, neither of the _____ will have any _____ rights or _____ under this _____ to the _____ Party except in _____ of:
- 2.3.3.1 any _____ or _____ under this _____ which are _____ to apply or _____ to be _____ after the _____ of this _____; and _____ any _____ or _____ which have _____ in _____ of any _____ of _____ of the _____ of this _____ to any Party _____ to or by _____ of _____

3 WEBSITE OWNER'S OBLIGATIONS

- 3.1 The _____ shall _____ and _____ the _____ and _____ the proper _____ and _____ of all _____ to the _____.
- 3.2 The _____ Owner _____ include and _____ the _____ Content on its _____.
- 3.3 The Website _____ shall _____ the _____ a monthly report in the _____ Owner's standard form _____ out for the month _____ the total number of _____ when a user has _____ on the _____ Content from the _____.
- 3.4 The _____ may at any _____ or times _____ notice to the _____ change the name of the Website.
- 3.5 This _____ is _____ and does not _____ or restrict the _____ from entering into _____ or different _____ with third _____. The _____ Owner _____ no _____ that the terms of this _____ are _____ to or the _____ as the _____ of any other _____ it has _____ or may enter into _____ any third _____.

4 CHARGES AND PAYMENT

- 4.1 In _____ of the Website _____ selling the _____ space on the _____ to the _____, the Advertiser will pay the _____ Owner _____ fees of _____.
- 4.2 The Website _____ shall _____ the _____ on a monthly _____. Each _____ is _____ within _____ days from the date of the _____.
- 4.3 The _____ hereby _____ that the Fee as _____ by the Website _____ shall include any _____, _____ or other _____ levies (including _____ limitation, _____ and service tax) which may be imposed _____ time to time.
- 4.4 In the _____ that the Advertiser _____ the _____ to _____ a new _____ within _____ days after the Advertising _____ was first _____ on the _____, the Website Owner _____ the right to charge the _____ with _____ charges.

5 ADVERTISING CONTENT

- 5.1 The _____ shall _____ the Advertising _____ to the _____ Owner within _____ days from the _____ of this _____ and hereby authorises the Website _____ to publish the _____ on the _____.
- 5.2 The _____ shall at all _____ be _____ for the _____ and _____ of the _____ and shall _____ that the _____ Content _____ with all _____ and regulations.
- 5.3 The _____ Owner has no _____ to the _____ and _____ no _____, to _____ the _____ (including _____ content) to _____ whether any such _____ Content may _____ in any _____ to any third _____.

- 5.4 [redacted] anything [redacted] the contrary [redacted] in this [redacted], if the [redacted] Owner reasonably [redacted] that any [redacted] may create [redacted] for the [redacted] Owner or if the [redacted] Content [redacted] political or racial [redacted] or anything [redacted] are [redacted] the [redacted] policy in [redacted] or anything [redacted] are in [redacted] of the [redacted] warranties in [redacted] of this [redacted], the [redacted] Owner may [redacted] such Advertising [redacted] as the Website [redacted], in its sole and [redacted] discretion, is [redacted] or [redacted] to [redacted] or [redacted] the Website [redacted] potential [redacted] and [redacted] any further [redacted] to the [redacted].
- 5.5 The Advertiser [redacted] that the [redacted] Owner has the sole [redacted] rights on the [redacted] and [redacted] the sole [redacted] to [redacted] the Advertising [redacted] as it sees fit and label any [redacted] as an [redacted] for clarification.
- 5.6 For the [redacted] of doubt, the [redacted] and [redacted] that at all [redacted], all the [redacted] shall [redacted] to the [redacted] while the [redacted] Owner [redacted] all right, [redacted] and title in the [redacted], including all [redacted] property rights [redacted].

6 CONFIDENTIALITY

- 6.1 Each Party [redacted] that it will not, [redacted] the [redacted] written [redacted] of the other [redacted], use or [redacted] the other [redacted] confidential [redacted] to any third [redacted] except:
- 6.1.1 [redacted] to its [redacted], officers, [redacted] or [redacted] who need to know such [redacted] for the [redacted] of exercising the [redacted] rights or [redacted] out its [redacted] under or in [redacted] with this [redacted]. Each Party shall [redacted] that its [redacted], officers, [redacted] or [redacted] to whom it [redacted] the other Party's [redacted] comply with this [redacted] and [redacted]
- 6.1.2 [redacted] as [redacted] be [redacted] by [redacted], a court of [redacted] jurisdiction or any [redacted] or [redacted] authority.
- 6.2 No Party [redacted] use any other party's [redacted] information for any [redacted] other [redacted] to exercise its [redacted] and perform its [redacted] under or in [redacted] with this [redacted]
- 6.3 Neither [redacted] shall be [redacted] for [redacted] loss, destruction, [redacted] or [redacted] of confidential information [redacted] by any third party.
- 6.4 This [redacted] shall survive [redacted] of this [redacted], however [redacted].

7 INDEMNITY

- 7.1 The [redacted] shall [redacted] and hold the [redacted] harmless from and [redacted] all costs, claims, losses, [redacted], liability and [redacted] (including all [redacted] legal fees) [redacted] may be [redacted] or brought [redacted] or [redacted] or incurred [redacted] by the Website Owner in [redacted] with:
- 7.1.1 [redacted] any breach of this [redacted] by the Advertiser;
- 7.1.2 [redacted] any act of fraud, [redacted] or wilful misconduct by or on [redacted] of the Advertiser; and/ or [redacted]
- 7.1.3 [redacted] the [redacted] of, or any act or [redacted] in relation to, the [redacted] or any [redacted] included or [redacted] in the Advertising Content, [redacted] but not [redacted] to any [redacted] by the [redacted] of third party's [redacted] property [redacted] in [redacted] to the Advertising Content.

8 WARRANTIES

- 8.1 The Parties represent and [redacted] to each other as follows:
- 8.1.1 [redacted] where a Party is a [redacted], it is a legal entity duly [redacted] and validly [redacted] under the laws;
- 8.1.2 [redacted] it has the full [redacted] power and [redacted] to enter into and [redacted] its obligations under this [redacted];
- 8.1.3 [redacted] the [redacted] into and [redacted] of its [redacted] under this [redacted] will not [redacted] any laws;
- 8.1.4 [redacted] all necessary [redacted] for the [redacted] into and [redacted] of its obligations [redacted] this [redacted] have been [redacted];

- 8.1.5 its [redacted] under this [redacted] t are valid, binding and enforceable;
- 8.1.6 it is not [redacted] or a bankrupt; and
- 8.1.7 as at the date of this [redacted], it is not [redacted] in any actions, [redacted] or other [redacted] for [redacted] resolution, and to its [redacted] there are no [redacted], [redacted] or other [redacted] for [redacted] resolution [redacted] against it and [redacted] for [redacted] ..
- 8.2 The Advertiser [redacted] to the Website Owner that the Advertising Content:
 - 8.2.1 does not [redacted] any third party's [redacted] Property Rights, other [redacted] rights or rights of privacy;
 - 8.2.2 does not [redacted] any law, statute, [redacted] or [redacted] (including the [redacted] and regulations governing [redacted] control
 - 8.2.3 are not [redacted], trade libellous, unlawfully [redacted] or unlawfully [redacted];
 - 8.2.4 are not obscene or [redacted] or liable to incite [redacted] hatred or acts of [redacted] and do not [redacted] child [redacted];
 - 8.2.5 do not [redacted] any laws regarding [redacted] competition, [redacted] or false advertising; and
 - 8.2.6 do not, to best of the [redacted], contain any [redacted] or other [redacted] programming [redacted] that are [redacted] to [redacted], [redacted] interfere with, [redacted] intercept or [redacted] any system, data or [redacted] information.

9 FORCE MAJEURE

[redacted] Party shall be in [redacted] of this [redacted] or liable [redacted] any delay in [redacted] its [redacted] or for failure to [redacted] its [redacted] under this [redacted] if the delay or [redacted] results [redacted] any [redacted] beyond reasonable [redacted] of the Party [redacted] including (but [redacted] prejudice to the [redacted] of the [redacted]) fire, [redacted] explosion, flood, civil [redacted] war, riots, [redacted] of local [redacted] /public authority, public [redacted] failures or [redacted] which directly affect one or [redacted] Party [redacted].

10 AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

- 10.1 No [redacted] of this [redacted] shall be [redacted] unless it is in [redacted] and [redacted] by, or on [redacted] of, each [redacted] to it (or its authorised [redacted]).
- 10.2 A waiver of any [redacted] or remedy [redacted] this [redacted] or by [redacted], or any [redacted] given [redacted] this Agreement, is [redacted] if given in [redacted] by the [redacted] or [redacted] party and shall not be [redacted] a waiver of any other [redacted] or default. It [redacted] applies in the [redacted] for [redacted] it is given and [redacted] not [redacted] the party [redacted] it from [redacted] relying on the relevant [redacted].
- 10.3 A [redacted] or [redacted] by a party to [redacted] any right or [redacted] provided [redacted] this [redacted] or by law [redacted] not [redacted] a waiver of [redacted] or any other right or [redacted], prevent or [redacted] any further [redacted] of [redacted] or any other [redacted] or remedy or [redacted] an election to [redacted] this [redacted]. No [redacted] or partial [redacted] of any [redacted] or [redacted] provided under this [redacted] or by law [redacted] prevent or [redacted] the [redacted] exercise of [redacted] or any other [redacted] or remedy.
- 10.4 The [redacted] and [redacted] provided under this [redacted] are [redacted] and are in [redacted] to, and not [redacted] of, any [redacted] and [redacted] provided by [redacted].

11 SEVERANCE

If any [redacted] or part of a [redacted] of this [redacted] is or [redacted] invalid, [redacted] or [redacted], it [redacted] be deemed [redacted] to the [redacted] extent [redacted] to make it [redacted], and [redacted]. If such [redacted] is not [redacted], the relevant [redacted] or part of a [redacted] shall be [redacted] deleted. Any [redacted] to or [redacted] of a provision or [redacted] of a [redacted] under this [redacted] not affect the [redacted], validity and [redacted] of the rest of this [redacted].

12 ASSIGNMENT

Neither [redacted] may [redacted] any of its rights or [redacted] any of its [redacted] and [redacted] under this [redacted] the written [redacted] of the other.

13 NOTICES

13.1 A notice or other [redacted] given to a party under or in [redacted] with this [redacted] shall be in [redacted] and shall be [redacted] in English and shall be [redacted] by hand, fax or sent by [redacted] post to:

If to [redacted]

Address : [redacted]

Telephone : [redacted]

Fax No. : [redacted]

Attention : [redacted]

If to [redacted] :

Address : [redacted]

Telephone : [redacted]

Fax No. : [redacted]

Attention : [redacted]

13.2 [redacted] of a notice is [redacted] to have [redacted] place ([redacted] that all other [redacted] in this [redacted] been satisfied) if delivered by [redacted], at the [redacted] the notice is [redacted] at the address, or if sent by fax, at the time of [redacted], or if sent by [redacted] on the fifth [redacted] day after [redacted], unless [redacted] receipt [redacted] occur [redacted] hours (meaning 9.00 am to 5.30 pm Monday to Friday on a [redacted] that is not a public [redacted] in the place of [redacted] receipt), in [redacted] case [redacted] receipt will [redacted] when [redacted] next [redacted] in the place of [redacted] (and all [redacted] to time are to local [redacted] in the [redacted]).

13.3 This [redacted] does not apply to the [redacted] of any [redacted] or other [redacted] in any legal action.

14 NO PARTNERSHIP OR AGENCY

[redacted] in this [redacted] is [redacted] to, or shall be [redacted] to, [redacted] any [redacted] or joint [redacted] any of [redacted] Parties, [redacted] any [redacted] the [redacted] of another Party, nor [redacted] any Party to make or [redacted] into any [redacted] for or on [redacted] of any other [redacted].

15 SUCCESSOR

This [redacted] shall be [redacted] upon and [redacted] for the [redacted] of each [redacted] successors-in-title [redacted] permitted [redacted].

16 FURTHER ASSURANCE

Each [redacted] shall do and [redacted] to be [redacted] all things [redacted] to give effect to this [redacted]. In the event that the [redacted] Owner is [redacted] with any [redacted] from any [redacted] in Malaysia, [redacted] but not [redacted] to, [redacted] and Multimedia Commission, [redacted] to the Advertising [redacted] of the [redacted], the [redacted] shall use his [redacted] endeavours to [redacted] and [redacted] to the [redacted].

with the Website Owner. Any and incurred by the arising from this clause shall be by the .

17 COSTS

Each Party bear its own in relation and to the of this , including its own solicitors' and , as . The duty and fee, if any, on this shall be by the .

18 ENTIRE AGREEMENT

This is the agreement the Parties in of its and all previous with to its .

19 COUNTERPARTS

This may be in any number of , each of which executed shall a duplicate , but all the shall constitute one .

20 GOVERNING LAW AND JURISDICTION

20.1 This and any dispute or (including disputes or) out of or in with it or its or shall be by and in with the law of .

20.2 Each irrevocably that the courts of shall exclusive to settle any or claim (including disputes or) arising of or in with this or its or formation.

[the rest of the page is intentionally left blank]

EXECUTED by the Parties as an agreement on the date of this Agreement.

The Website Owner

Signed by [redacted] (Company No.: [redacted]))
for and on behalf of the Website Owner)
in the presence of)

.....
Witness
Name:
NRIC/Passport No.:

.....
Name:
NRIC/Passport No.:
Designation:

The Advertiser

Signed by [redacted] (Company No.: [redacted]))
for and on behalf of the Advertiser)
in the presence of)

.....
Witness
Name:
NRIC/Passport No.:

.....
Name:
NRIC/Passport No.:
Designation: