ADVERTISING AGREEMENT  
TERMS AND CONDITIONS  
These Advertising Agreement Terms and Conditions (this “Agreement”), effective as of the date  
both Parties have executed the Accepted Insertion Order (as defined below) (the “Effective  
Date”), is entered into between BTC Media, LLC, a Delaware limited liability company, located  
at 150 3rd Ave. S., Suite 1820, Nashville, TN 37201 (“Publisher”), and the advertiser set forth  
on the Insertion Order, (“Advertiser”, and together with Publisher, the “Parties”, and each, a  
“Party”).  
WHEREAS, Publisher is in the business of publishing in several digital, print, and podcasting  
platforms (as selected by Advertiser in an Accepted Insertion Order, each a “Publication”) and  
selling space within the Publication for advertisements (“Ad Units”);  
WHEREAS, Advertiser desires to purchase from Publisher, and Publisher desires to sell to  
Advertiser, Ad Units to promote Advertiser’s business, services, or products, on the terms  
described herein.  
NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth  
herein, and for other good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, the Parties agree as follows:  
1. Definitions. Capitalized terms have the meanings set forth or referred to in this Section, or  
in the Section in which they first appear in this Agreement.  
1.1. “Accepted Insertion Order” means an Insertion Order delivered to Publisher by  
Advertiser and accepted by Publisher in accordance with the terms of this Agreement.  
1.2. “Ad Units” means the space in each Publication that Publisher sells to Advertiser  
or a third party.  
1.3. “Advertisement” means any advertisement that Advertiser delivers to Publisher  
pursuant to an Accepted Insertion Order.  
1.4. “Editorial Adjacency Guidelines” means any guidelines of Advertiser now  
existing or hereafter implemented, amended, or revised, governing the placement of its  
advertisements within a publication.  
1.5. “Insertion Order” means a written order from Advertiser to Publisher for the  
purchase of Ad Units.  
1.6. “Intellectual Property” means any and all Trademarks; original works of  
authorship and related copyrights and any other intangible property in which any party holds  
proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any  
jurisdiction throughout the world, including all applications, registrations, renewals, issues,  
reissues, extensions, divisions, and continuations in connection with any of the foregoing and the  
goodwill connected with the use of and symbolized by any of the foregoing.  
1.7. “Makegood” means a credit, refund, or comparable unit of advertising in a  
subsequent issue of the Publication that Publisher provides to Advertiser at no charge to remedy  
specific errors or omissions of Publisher relating to the publication of, or failure to publish, an  
Advertisement.  
1.8. “Publisher Policies” means all policies of Publisher regarding advertisements to  
be published in the Publication, including, but not limited to, submission deadlines, content  
restrictions, Editorial Adjacency Guidelines, and privacy policies, as may be implemented or  
amended by Publisher from time to time.  
1.9. “Trademarks” means all rights in and to US and foreign trademarks, service  
marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and  
other similar designations of source, sponsorship, association, or origin, together with the goodwill  
symbolized by any of the foregoing, in each case whether registered or unregistered and including  
all registrations and applications for, and renewals and extensions of, such rights and all similar or  
equivalent rights or forms of protection in any part of the world.  
2. Agreement to Purchase and Sell Ad Units.  
2.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, during  
the Term, Publisher shall sell to Advertiser, and Advertiser shall purchase from Publisher, Ad  
Units requested on Accepted Insertion Orders, on the terms and conditions set forth herein and  
therein.  
2.2. Acceptance, Rejection and Amendment of Insertion Orders. Advertiser shall  
initiate all orders for Ad Units by delivering to Publisher an Insertion Order via e-mail, to the  
address set forth on the Insertion Order. Advertiser shall have the right to cancel or amend any  
Insertion Order delivered to Publisher, without Publisher’s consent, only if Publisher has not yet  
accepted the Insertion Order. Publisher has the right, in its sole discretion, to accept or reject any  
Insertion Order. Publisher shall accept any complete Insertion Order by providing a fully  
executed Insertion Order to Advertiser. No Insertion Order is binding on the Parties unless  
accepted by Publisher.  
2.3. Conflicting Terms. In the event of any conflict between the terms of this Agreement  
and any Accepted Insertion Order, the terms shall prevail in the following order: first, the  
provisions of the “Notes” section of the Accepted Insertion Order, second, the terms of this  
Agreement, and third, the other terms of the Accepted Insertion Order. Notwithstanding the  
foregoing, the “Summary of Terms” contained in an Insertion Order are not legally binding on  
either Party.  
3. Price and Payment.  
3.1. Price. Advertiser shall purchase Ad Units from Publisher at the Net Insertion Rate  
set forth on the Accepted Insertion Order. Advertiser may also be subject to a Re-Write Fee, as  
set forth in Section 4.1.  
3.2. Payment. Unless otherwise set forth on the Agreed Insertion Order, Publisher shall  
issue an invoice for each Accepted Insertion Order accepted promptly after acceptance of such  
order. Publisher shall send invoices to Advertiser’s billing address as set forth on the Accepted  
Insertion Order. Advertiser shall pay all invoiced amounts due to Publisher on receipt of such  
BTC Media, LLC 2  
Online Advertising Agreement – Jun. 2018  
invoice, except for any amounts disputed by Advertiser in good faith. Advertiser shall make all  
payments in the method and pursuant to the instructions set forth on the Accepted Insertion Order.  
3.3. Invoice Disputes. Advertiser shall notify Publisher in writing of any dispute with  
an invoice (along with a reasonably detailed description of the dispute) within fifteen business  
days from the date of such invoice. Advertiser will be deemed to have accepted all invoices for  
which Publisher does not receive timely notification of disputes, and shall pay all undisputed  
amounts due under such invoices within the period set forth in Section 3.2. The Parties shall seek  
to resolve all such disputes expeditiously and in good faith.  
3.4. Late Payments; Suspension of Work. Except for invoiced payments that Advertiser  
has successfully disputed, Advertiser shall pay interest on all late payments, calculated daily and  
compounded monthly at the greater of: (a) the rate of 2% per month or the highest rate permissible  
under applicable law, or (b) the rate of price appreciation of the growth of bitcoin, starting from  
the date of the original invoice. The Parties agree that it is common practice in the cryptocurrency  
industry for payors to delay payment in order to benefit from fluctuations in the price of bitcoin  
and agree that the provision in this Section 3.4(b) is reasonable. Publisher reserves the right to  
suspend any work on behalf of Advertiser (including the placement of Ad Units) until Advertiser’s  
pays all undisputed amounts.  
3.5. Refunds. Any refunds paid to Advertiser pursuant to this Agreement shall be paid  
in the same currency (i.e. bitcoin/USD) and amounts that Advertiser originally paid Publisher. For  
the avoidance of doubt, if Advertiser pays Publisher in bitcoin, the maximum refund that  
Advertiser shall be entitled to is the number of bitcoin originally paid by Advertiser, regardless of  
the price appreciation or depreciation of bitcoin during the time in which Publisher held the  
payment.  
4. Advertisement Requirements.  
4.1. Advertiser Prepared Advertisements. For Advertisements supplied by Advertiser,  
Advertiser shall deliver all Advertisements to Publisher in final format in accordance with  
Publisher’s specifications set forth in the then-current Publisher Policies and within Publisher  
submission deadlines. Subject to Section 4.3, Publisher is not responsible for making any  
corrections to Advertisements.  
4.2. Publisher Prepared Advertisements. If requested by Advertiser, Publisher shall  
prepare one draft of Advertisements or certain elements thereof (e.g. artwork). Publisher shall  
deliver such draft to Advertiser, and Advertiser shall comment on the draft (the “Review Period”)  
within the timeframe dictated by Publisher (typically 48 hours), unless additional time is granted  
by Publisher. Publisher shall incorporate such comments and deliver the revised Advertisement to  
Advertiser. Then, Advertiser shall confirm the Advertisement is in final form. Subject to Section  
4.3, once Advertiser provides a final Advertisement, Publisher is not responsible for making any  
further changes or corrections to Advertisements. If Advertiser does not provide comment or  
otherwise respond to Publisher during the Review Period, Publisher may either (i) terminate this  
Agreement and sell the Ad Units to third parties, without providing a refund to Advertiser, or (ii)  
continue to revise the draft, and publish the Advertisement, subject to Advertiser’s payment of a  
$750 “Re-Write Fee”.  
BTC Media, LLC 3  
Online Advertising Agreement – Jun. 2018  
4.3. Editorial Content. Any Advertisements that might be mistaken for Editorial  
Content must be clearly marked by Advertiser as an “advertisement” or contain similar clear and  
conspicuous disclaimers identifying the Advertisement as such, as determined by the Publisher in  
Publisher’s sole discretion and consistent with Publisher’s policies. Publisher reserves the right to  
require Advertiser to disclose any Advertisement as advertising to avoid confusion with Editorial  
Content. “Editorial Content” means all content of the Publication, excluding any  
advertisements.  
4.4. Clearances. Advertiser shall be responsible for obtaining all rights, licenses,  
permissions, releases, approvals, clearances, and credit or attribution information, and for payment  
of all royalties, license, or reuse or other fees required for Advertiser to create any Advertisement  
and grant Publisher the right to reproduce, print, disseminate, or distribute it in the Publication.  
4.5. Duration of Advertisements. With respect to Ad Units placed in podcasts,  
Publisher shall ensure that Ad Units are included in such podcasts for a minimum of three months  
from the first date of publication. Thereafter, Publisher reserves the right to remove or replace  
such Ad Unit.  
4.6. Publisher Policies and Approval.  
4.6.1. All Advertisements must conform to the then-current Publisher Policies.  
Publisher reserves the right to reject any Advertisement (regardless of whether such Advertisement  
was previously accepted) or terminate this Agreement, for any Advertisement which, in its sole  
discretion, it determines (i) does not comply with any Publisher Policy, (ii) is offensive, obscene,  
or profane, (iii) is defamatory, libelous, slanderous, or otherwise unlawful, (iv) is false or  
misleading; (v) claims endorsement in any way by Publisher of any products or services; (vi) may  
result in Publisher violating any law or subject Publisher to legal scrutiny; or (vii) in Publisher’s  
reasonable opinion, is detrimental to the reputation of the Publisher, its affiliates, or their respective  
partners.  
4.6.2. Publisher shall notify Advertiser as soon as reasonably possible of any  
objection to any Advertisement. Publisher may, in its sole discretion, (i) provide Advertiser with  
the opportunity to amend or replace a rejected Advertisement, provided that Advertiser meets any  
and all applicable submission deadlines and Publisher’s overall publication schedule or (ii) run a  
public service announcement or house advertising in place of any rejected Advertisement.  
4.7. Editorial Adjacency Guidelines; Makegood. Advertiser shall provide Publisher  
with a copy of or access to its then-current Editorial Adjacency Guidelines upon delivery of any  
Insertion Order to Publisher. Publisher shall use reasonable efforts to comply with any Editorial  
Adjacency Guidelines of Advertiser. Publisher shall provide prompt written notice to Advertiser  
if Publisher is unable to comply with Advertiser’s Editorial Adjacency Guidelines for any reason.  
If Publisher cannot comply with Advertiser’s Editorial Adjacency Guidelines, Advertiser shall  
have the right to rescind and cancel the related Insertion Order without liability. If Publisher  
prints any Advertisement in violation of the Editorial Adjacency Guidelines, Advertiser shall have  
the right to demand a Makegood from Publisher in the form of a proper run of the Advertisement  
in another issue of the Publication or if such a Makegood is impossible or impracticable, in the  
form of a credit or refund for the cost of the Advertisement.  
BTC Media, LLC 4  
Online Advertising Agreement – Jun. 2018  
5. Advertising Agencies. The provisions of this Section 5 shall apply if Advertiser has  
indicated on its Accepted Insertion Order that Publisher shall invoice the Ad Agency (as defined  
below).  
5.1. Use and Obligations of Advertising Agency. Any obligation of Advertiser pursuant  
to this Agreement may be satisfied by any advertising or media agency set forth on a Accepted  
Insertion Order and duly appointed by Advertiser to act on Advertiser’s behalf (the “Ad Agency”)  
and shall be deemed to be an obligation of Advertiser and the Ad Agency. Additionally, any right  
of Advertiser pursuant to this Agreement may be exercised by the Ad Agency, and shall be deemed  
to be a right of Advertiser and the Ad Agency.  
5.2. JOINT & SEVERAL LIABILITY BETWEEN ADVERTISER AND AGENCY.  
ADVERTISER AND AD AGENCY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR  
ALL AMOUNTS DUE UNDER THIS AGREEMENT. ADVERTISER SHALL PROVIDE  
PUBLISHER WITH EVIDENCE OF AD AGENCY’S ACKNOWLEDGEMENT OF THIS  
PROVISION AND AGREEMENT TO BE HELD JOINTLY AND SEVERALLY LIABLE  
WITH ADVERTISER FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT.  
Notwithstanding the foregoing, this Section 5.2 shall not apply to affiliates of Publisher.  
6. Intellectual Property.  
6.1. Advertiser’s Intellectual Property. Subject to the terms and conditions of this  
Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive license to reproduce,  
publish, and distribute each Advertisement, including all of Advertiser’s Intellectual Property  
contained therein, in the Publication in accordance with the terms of this Agreement and the  
corresponding Accepted Insertion Order. Other than this express license, Advertiser grants no right  
or license to Publisher by implication, estoppel, or otherwise to any Advertisement or Advertiser  
Intellectual Property.  
6.2. Publisher’s Intellectual Property. All Intellectual Property created by Publisher on  
behalf of Advertiser is the property of Publisher, and Advertiser shall not reproduce such Publisher  
Intellectual Property without Publisher’s written consent.  
7. Representations, Warranties, and Certain Covenants.  
7.1. Mutual Representations, Warranties, and Covenants. Each Party represents,  
warrants, and covenants to the other that: (a) it is a legal entity duly organized, validly existing,  
and in good standing in the jurisdiction of its incorporation/organization/formation; (b) it is duly  
qualified to do business and is in good standing in every jurisdiction in which such qualification  
is required for purposes of this Agreement; (c) it has the full right, power, and authority to enter  
into this Agreement, to grant the rights and licenses granted under this Agreement and to perform  
its obligations under this Agreement; (d) the execution of this Agreement by its Representative  
whose signature is set forth at the end hereof and the delivery of this Agreement by the Party has  
been duly authorized by all necessary corporate action of the Party; (e) this Agreement has been  
executed and delivered by the Party and (assuming due authorization, execution, and delivery by  
the other Party) constitutes the legal, valid and binding obligation of the Party, enforceable against  
the Party in accordance with its terms; and (f) it is now and through the Term shall remain in  
BTC Media, LLC 5  
Online Advertising Agreement – Jun. 2018  
compliance with all laws applicable to the performance of its obligations under this Agreement or  
any Accepted Insertion Order.  
7.2. Advertiser Representations, Warranties, and Covenants. Advertiser represents,  
warrants, and covenants to Publisher that:  
7.2.1. at the time of the Advertisement’s publication and dissemination, any  
statement, claim, or representation made in any Advertisement (i) will be supportable by  
competent and reliable prior substantiation in accordance with all applicable laws, including the  
laws of the Federal Trade Commission, (ii) shall comply with all other applicable laws regarding  
deceptive trade practices, fair competition, and consumer protection, (iii) will not promote a  
security unless pursuant to an applicable exemption from securities registration requirements, (iv)  
will not cause Publisher to violate any law or regulation;  
7.2.2. nothing in any Advertisement will, or cause Publisher to (i) violate any law,  
(ii) advocate any illegal activity; or (iii) be defamatory, libelous, slanderous, or otherwise  
unlawful;  
7.2.3. Advertiser has and will retain all rights, licenses, and clearances necessary  
to lawfully use, and authorize Publisher to use, the contents and subject matter contained in any  
Advertisement including: (i) any Intellectual Property; (ii) any testimonials or endorsements  
contained in any Advertisement; (iii) any name, recording, photograph, likeness, or identity of  
individuals, either living or dead, famous, or not famous; and (iv) any other rights, licenses,  
permissions clearance, or approvals which may be necessary;  
7.2.4. to the extent that any Advertisement is delivered to Publisher in electronic  
form, it will not contain any viruses, time bombs, or other devices capable of disabling or  
interfering with any computer systems or software;  
7.2.5. Advertiser shall use the Ad Units solely for its own benefit and not for the  
placement of any third-party advertising; and  
7.2.6. Advertiser shall completely, accurately, and truthfully provide the  
information requested during Publisher’s onboarding process.  
7.3. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE.  
EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN  
SECTION 7, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON  
ON SUCH PARTY’S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED  
REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING  
BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR  
OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY  
ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR  
WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH  
PARTY’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 OF THIS  
AGREEMENT.  
BTC Media, LLC 6  
Online Advertising Agreement – Jun. 2018  
8. Indemnification.  
8.1. Advertiser Indemnification Obligations. Advertiser shall defend, indemnify, and  
hold harmless Publisher, and its officers, directors, employees, agents, affiliates, successors and  
permitted assigns (collectively, “Publisher Indemnified Party”), against any and all losses,  
damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards,  
penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and  
the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing  
any insurance providers (collectively, “Losses”), arising out or resulting from any claim alleging:  
(a) breach by Advertiser or its personnel of any representation, warranty, covenant or other  
obligations set forth in this Agreement or any Accepted Insertion Order; or (b) gross negligence  
or more culpable act or omission of Advertiser or its personnel (including any recklessness or  
willful misconduct) in connection with the performance of its obligations under this Agreement.  
8.2. Publisher Indemnification Obligations. Publisher shall defend, indemnify, and hold  
harmless Advertiser, and its officers, directors, employees, agents, successors and permitted  
assigns (collectively, “Advertiser Indemnified Party”), against any and all Losses, arising out of  
or resulting from any third-party claim alleging: (a) material breach by Publisher or its personnel  
of any material obligations set forth in this Agreement or any Accepted Insertion Order; or gross  
negligence or more culpable act or omission of Publisher Indemnifying Party or its personnel  
(including any recklessness or willful misconduct) in connection with the performance of its  
obligations under this Agreement.  
8.3. Exceptions and Limitations on Indemnification. Notwithstanding anything to the  
contrary in this Agreement, neither Party is obligated to indemnify or defend the other Party or  
any of its representatives against any Losses arising out of or resulting, in whole or in part,] from  
the other Party’s: (a) willful acts or omissions; or (b) bad faith failure to comply with any of its  
material obligations set forth in this Agreement.  
8.4. Indemnification Procedures. A party seeking indemnification under this Section 8  
(the “Indemnified Party”) shall give the Party from whom indemnification is sought (the  
“Indemnifying Party”): (a) prompt notice of the relevant claim; provided, however, that failure  
to provide such notice shall not relieve the Indemnifying Party from its liability or obligation  
hereunder except to the extent of any material prejudice directly resulting from such failure and  
(b) reasonable cooperation, at the Indemnifying Party’s expense, in the defense of such claim. The  
Indemnifying Party shall have the right to control the defense and settlement of any such claim;  
provided, however, that the Indemnifying Party shall not, without the prior written approval of the  
Indemnified Party, settle, or dispose of any claims in a manner that affects the Indemnified Party’s  
rights or interest. The Indemnified Party shall have the right to participate in the defense at its own  
expense.  
8.5. EXCLUSIVE REMEDY. THIS SECTION 8 SETS FORTH THE ENTIRE  
LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND  
EXCLUSIVE REMEDY OF EACH INDEMNIFIED PARTY FOR ANY DAMAGES  
COVERED BY THIS SECTION 7 (OTHER THAN ANY MAKEGOOD TO WHICH  
ADVERTISER IS ENTITLED UNDER SECTION 4.7 OF THIS AGREEMENT, WHICH  
BTC Media, LLC 7  
Online Advertising Agreement – Jun. 2018  
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 7, SHALL BE  
THE SOLE AND EXCLUSIVE REMEDY OF ADVERTISER FOR BREACH OF SECTION 4).  
9. Limitation of Liability; Disclaimer of Warranties.  
9.1. Limitation of Liabilities. IN NO EVENT WILL PUBLISHER BE LIABLE TO  
THE ADVERTISER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,  
EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING  
DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT, BUSINESS INTERRUPTION,  
AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT,  
TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER  
SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PUBLSIHER HAS BEEN  
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLSIHER’S AGGREGATE  
LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER  
ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING  
NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS  
PAID TO PUBLISHER PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH  
PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.  
10. Term; Termination.  
10.1. Term. The term of this Agreement commences on the Effective Date and continues  
for until the publication of the Advertisement(s) set forth in the Accepted Insertion Order, unless  
it is earlier terminated as provided under this Agreement (the “Term”).  
10.2. Mutual Right to Terminate. Either Party may terminate this Agreement upon  
written Notice to the other Party if the other Party materially breaches any material provision of  
this Agreement or any Accepted Insertion Order (other than its obligation to pay any amount when  
due) and either the breach cannot be cured or, if the breach can be cured, it is not cured by the  
other Party within 30 days of notice of breach to the breaching Party.  
10.3. Publisher’s Right to Terminate. Publisher may terminate this Agreement upon  
written Notice to Advertiser if: (a) Advertiser fails to pay any amount when due under this  
Agreement and such failure continues for five business days after Advertiser’s receipt of written  
Notice of nonpayment; (b) Advertiser does not respond to Publisher within the Review Period set  
forth in Section 4.1; (c) Publisher rejects an Advertisement pursuant to Section 4.6.1, (d)  
Advertiser breaches a representation, warranty, or covenant set forth in Section 7.2.  
10.4. Effect of Termination. Notice of termination under this Agreement shall  
immediately operate as an automatic cancellation of any Advertisements that are scheduled to be  
published subsequent to the date of the termination Notice, subject to any unavoidable restrictions  
imposed by Publisher’s production schedule. If Publisher’s production schedule prevents  
automatic cancellation of any Advertisements, the effective date of termination of this Agreement,  
solely with respect to any such outstanding Accepted Insertion Orders, shall be the date  
immediately following publication of the final Advertisement unable to be automatically  
cancelled. Advertiser shall not be entitled to any refund in the event this Agreement is terminated  
by Publisher pursuant to Sections 10.2 or 10.3.  
BTC Media, LLC 8  
Online Advertising Agreement – Jun. 2018  
11. Miscellaneous.  
11.1. Non-Exclusivity. Nothing herein is intended nor shall be construed as creating an  
exclusive arrangement between Advertiser and Publisher. This Agreement will not restrict (a)  
Advertiser from advertising in other publications or media or (b) Publisher from selling Ad Units  
to any third parties.  
11.2. Non-Solicitation of Personnel. Advertiser shall not, during the term of the  
Agreement and for one (1) year thereafter, directly or indirectly hire or attempt to hire any  
Publisher employee or independent contractor without Publisher’s prior written consent; provided  
that the foregoing shall not prohibit Advertiser from issuing advertisements of a general nature not  
specifically directed at any such employee or independent contractor.  
11.3. Further Assurances. Upon a Party’s reasonable request, the other Party shall, at its  
sole cost and expense, execute and deliver all such further documents and instruments, and take  
all such further acts, necessary to give full effect to this Agreement.  
11.4. Entire Agreement. This Agreement, together with any Accepted Insertion Orders,  
constitute the sole and entire agreement of the Parties with respect to the subject matter contained  
herein and therein, and supersedes all prior and contemporaneous understandings, agreements,  
representations, and warranties, both written and oral, with respect to such subject matter.  
11.5. Survival. Sections 3, 5, 6, 8, 9, and 11 of this Agreement, as well as any other  
provision that, in order to give proper effect to its intent, should survive such expiration or  
termination, shall survive the expiration or earlier termination of this Agreement.  
11.6. Notices. All notices, requests, consents, claims, demands, waivers, and other  
communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at  
the addresses set forth on the Accepted Insertion Order (or to such other address that may be  
designated by the receiving party from time to time in accordance with this Section). All Notices  
shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-  
paid) or e-mail (with confirmation of transmission), or certified or registered mail (in each case,  
return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a  
Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the  
Notice has complied with the requirements of this Section.  
11.7. Severability. If any term or provision of this Agreement is invalid, illegal, or  
unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the  
enforceability of any other term or provision of this Agreement, or invalidate or render  
unenforceable such term or provision in any other jurisdiction.  
11.8. Amendment. Publisher reserves the right, in its sole discretion, to modify, alter, or  
otherwise change this Agreement at any time. Such changes, modifications, additions or deletions  
shall be effective immediately.  
11.9. Waiver. No waiver by any party of any of the provisions hereof shall be effective  
unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set  
BTC Media, LLC 9  
Online Advertising Agreement – Jun. 2018  
forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or  
privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall  
any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any  
other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.  
11.10. Assignment. Advertiser may not assign, transfer, or delegate any or all of its  
rights or obligations under this Agreement, without the prior written consent of Publisher. No  
assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted  
assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This  
Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their  
respective successors and permitted assigns.  
11.11. No Third-party Beneficiaries. This Agreement benefits solely the Parties to this  
Agreement and their respective permitted successors and assigns and nothing in this Agreement,  
express or implied, confers on any third party any legal or equitable right, benefit, or remedy of  
any nature whatsoever under or by reason of this Agreement. The parties hereby designate the  
Advertiser Indemnified Parties and Publisher Indemnified Parties as third-party beneficiaries of  
Section 8 of this Agreement having the right to enforce Section 8.  
11.12. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all Insertion  
Orders and other related documents, and all matters arising out of or relating to this Agreement,  
whether sounding in contract, tort, or statute are governed by, and construed in accordance with,  
the laws of the State of Delaware, United States of America, without giving effect to the conflict  
of laws provisions thereof to the extent such principles or rules would require or permit the  
application of the laws of any jurisdiction other than those of the State of Delaware. Any legal  
suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the  
federal courts of the United States of America or the courts of the State of Tennessee in each case  
located in the City of Nashville, and each party irrevocably submits to the exclusive jurisdiction  
of such courts in any such legal suit, action, or proceeding. EACH PARTY IRREVOCABLY  
AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY  
IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS  
AGREEMENT (INCLUDING ANY INSERTION ORDERS), INCLUDING ANY EXHIBITS,  
SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED THERETO, OR THE  
TRANSACTIONS CONTEMPLATED HEREBY.  
11.13. Force Majeure. Any delay or failure of either Party to perform its obligations under  
this Agreement will be excused to the extent that the delay or failure was caused directly by an  
event beyond such Party’s reasonable control, without such Party’s fault or negligence and that by  
its nature could not have been foreseen by such Party or, if it could have been foreseen, was  
unavoidable (which events may include changes in law, natural disasters, embargoes, explosions,  
riots, wars or acts of terrorism).  
BTC Media, LLC 10  
Online Advertising Agreement – Jun. 2018