

FDI Alliance International

Unit 1427 Oak Valley Drive Seffner, Florida 33584 (813) 389-3738

INSERTION ORDER

Advertiser Contact Information

Company Name: Invest Chatham Kent

Contact Name: Michael Burton Order Date: January 8th 2018

Advertising Package 2018

- * All 3 issues of Fdi Alliance International magazine in 2018
- * Feb / March 18 outside back cover + 4 page editorial.
- * July / Aug 18 inside front cover + 2 page editorial.
- * Nov / Dec 18. Finale issue . 1 page advert + 6 page editorial.

Chatham Kent will also receive:

- * Presence in our Digital magazine.
- * Social media marketing / Facebook targeted advertising. This will be huge in 2018. Current reaching over 25,000 relevant executives per month.
- * Introducing Chatham Kent to our new followers socially in the Middle East, African markets , South American & China
- * NEW 10 -20 page promotional brochure exclusive to Chatham Kent produced by Fdi Alliance International.
 - Campaign Launch Date: 8th January 2018
 - Total Price: \$12,500 USD

\$6250 due today upon receipt \$6250 due after March issue 2018 Terms and Conditions. Entire Agreement. This document contains the entire agreement between Advertiser and Publisher ("Agreement"). Advertiser may not transfer or assign any of its rights under this Agreement. This Agreement may be modified only by a written document signed by both parties. Representations and Warranties / Indemnity. Advertiser represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it owns (or has the right to use) all content, including all trademarks and copyrighted material, provided to Publisher or otherwise used by Advertiser pursuant to this Agreement; (c) the Advertising and any other content published or displayed pursuant to this Agreement will not violate or infringe any law, rule, regulation or right of any third party; (d) it will fulfill all representations and commitments made in any Advertising; and, (e) it will act at all times in accordance with all applicable laws, rules and regulations. Advertiser shall indemnify, defend and hold harmless Publisher, its affiliated companies, and each of their officers, directors, shareholders, employees, representatives and contractors, from every claim, liability, expense or injury related to any allegation regarding: the breach of any representation or warranty made, or failure to perform any obligation undertaken, by Advertiser pursuant to this Agreement; Advertiser's person, property or assets; the content of, or representations made in, any Advertising or on Advertiser's Web site; and, any other content, material or information provided, created or used by Advertiser. Publisher will have the right to control the defense of any claim involving Publisher. Limitation of Liability.

IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY ADVERTISER TO PUBLISHER UNDER THIS AGREEMENT FOR THE MOST RECENT THREE-MONTH PERIOD PRIOR TO ANY ALLEGED CLAIM BY ADVERTISER. PUBLISHER EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING PUBLISHER SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (A) THE NUMBER OF PERSONS WHO WILL ACCESS THE ADVERTISEMENT; (B) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM ANY ADVERTISING; AND (C) THE SPEED, ACCESSIBILITY, OPERATION OR FUNCTIONALITY OF ANY ADVERTISING TO BE DISPLAYED.

Termination. Publisher may terminate this Agreement immediately if Advertiser fails to make any payment required herein, or if Advertiser breaches any other portion of this Agreement. Upon termination, all amounts due under this Agreement shall immediately become due and payable.

Force Majeure. Except for payment obligations, neither party shall be deemed in default of this agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, boycott, proved that he Party relying upon this section (i) shall have given the other party prompt written notice thereof and , in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under circumstances to mitigate the effects of the force majeure event upon which such notice is based: provided further, that in the event a force majeure event described in this section

extends for a period in excess of thirty (3) days in the aggregate, either Party may immediately terminate the is Agreement.

Governing Law. This agreement and the validity thereof shall be construed, interpreted and enforced pursuant to and in accordance with the substantive law (excluding choice of law provisions) of the State of Florida. The Parties agree that any action related to this Agreement or its terms may be brought only in a federal or state court sitting in Florida.

Signatures: The Agreement shall be signed on behalf of FDI Alliance International by Courtney Margetson as Executive Publisher, and signed by Michael Burton Invest Chatham Kent.

Date: Jan 8th 2018

Date: <u>Plans</u> /2018

The Foregoing is agreed to by the undersigned as the date first written above.

FDI Alliance International

By (Sign)

Name: Courtney Margetson

Title: Executive Publisher

Invest Chatham Kent

DY (21811)

Name: Michael Burton

Title: Director Investment Attraction

.