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 info@mxnmena.com

Date:
Agreement #:
Representative:

Al Jimi Mall
 الجيمي مول

Operator:

MxN Middle East FZ-LLC
 Dubai Media City
 PO Box 502453
 Dubai, UAE

Advertiser :	Phone :
Address :	Fax :
	E-mail :

#	Advertising Description	No. of Screens	Duration	Start Date	Base Price	Discount	Total
1							
2							
3							
4							
5							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							

Notes and Comments:

Line Total :	
Production :	
Sub - Total :	
Deposit :	
Balance Due:	

Network Information

Advertiser Signature : _____
Representative Signature : _____

By signing above, the Advertiser has agreed to the terms and conditions outlined on the back page attached hereto.

TERMS AND CONDITIONS

The following terms and conditions, and the face page attached hereto (collectively, the "Contract") form the entire agreement between Operator and Advertiser with respect to the placement of Advertisements on the Network.

1. Definitions

"**Advertisement**" means the graphic, pictorial and text files that are provided to the Operator by the Advertiser. "Advertising Term" means the period of time commencing on the Start Date and ending on the End Date during which the Advertisement is scheduled to appear on the Network.

"**Network**" means the virtual private advertising network identified on the face page hereto and upon which the Advertisement will appear.

"**Start Date**" means the date set out on the face page hereto, or the date on which the Advertisement is first displayed, whichever occurs first.

2. Payment Terms All advertising fees are subject to the payment in advance. A late fee of 1.5% per month shall apply on overdue accounts. All amounts referred to herein, unless otherwise specified, are in UAE Dirhams and all payments hereunder shall be in UAE currency.

3. Right To Refuse Unacceptable Advertising Operator reserves the right to refuse any Advertisement that does not conform to Operator's guidelines and specifications provided to Advertiser or if Operator, in its discretion, deems the Advertisement to be, in any way, inappropriate. Operator further reserves the right to refuse any Advertisement that does not arrive at least ten (10) days before the Start Date.

4. Acknowledgement and Warranties Advertiser acknowledges that it is solely responsible for any and all liability arising out of or relating to (a) the Advertisement; and (b) any material or information presented in the Advertisement. Advertiser represents and warrants that: (i) the Advertisement complies with Operator's guidelines and specifications that have been provided to Advertiser; (ii) it has all rights and licences necessary in order to grant the Operator the rights to use and display the Advertisement for the purpose set out herein; and (iii) the use, reproduction, distribution, or transmission of the Advertisement will not violate any laws or rights of any third party.

5. Indemnity Advertiser shall indemnify Operator and to hold Operator harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Operator arising out of or related to Advertiser's breach of this Contract.

6. Traffic Counts If Operator provides Advertiser with any traffic counts for the locations where the Network screens are situated, Operator does not warrant the accuracy of this information and assumes no liability whatsoever for any damages or claims relating to same.

7. Limitation on Damages IN NO EVENT WILL OPERATOR BE LIABLE TO OPERATOR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE. OPERATOR'S TOTAL LIABILITY TO ADVERTISER FOR ANY AND ALL CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY ADVERTISER UNDER THE CONTRACT.

8. Termination If either party breaches any material term or condition of this agreement and is so notified by the other party in writing, the party so notified will have thirty (30) days from the receipt of such notice to cure the alleged breach or to demonstrate that no breach has occurred. If at the conclusion of such thirty (30) day period, the defaulting party has not cured the breach, then the non-defaulting party may terminate the Contract by giving written notice to the defaulting party specifying the effective date of termination. Each party may terminate the Contract upon written notice to the other if the other party becomes insolvent or is the subject of a bankruptcy or insolvency proceeding or applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property or makes a general assignment for the benefit of creditors.

9. General Disputes arising out of or relating to this Contract shall be governed by and interpreted in accordance with the laws of the United Arab Emirates. Section and/or paragraph headings used in this Contract are for reference purposes only and shall not be used in the interpretation hereof. Neither party may assign this Contract without the prior written consent of the other. The failure of either party to enforce at any time, or for any period of time, the provisions of this Contract shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision. In the event that any provision of this Contract shall be held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, the remaining portions hereof shall remain in full force and effect. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Contract shall constitute either party the agent, partner, or co-venturer of the other party for any purpose or in any sense whatsoever, or create any form of joint enterprise whatsoever between the parties. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by registered mail, addressed to the address of the recipient party at the address set forth on the face page to this Contract or at such other address as the recipient party may advise, and shall be deemed received on the fifth (5th) day following mailing. Neither party shall be held responsible for any delay or failure in performance under this Contract to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, force majeure, inability to obtain delivery of parts, supplies, labour conditions, earthquakes or any other cause beyond its control and without the fault or negligence of the delayed or nonperforming party. This Contract may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement. This Contract, and all agreements executed in connection therewith constitute the entire agreement as of the Start Date between the Operator and the Advertiser with respect to the Advertisements, and any and all written or oral agreements previously existing between the Operator and the Advertiser pertaining to such subject matter are expressly cancelled. Each party represents and warrants to the other that it has the full power and authority to enter into this Contract and that its entering into, and performance of, this Contract does not violate, conflict with, or result in a material default under any other contract or license to which it is a party or by which it is bound.