

# Agreement to Advertise Oil & Gas Services



**WEBSITE ADVERTISING**

Contract #:			
Application Date:	Service Start:	Billing Start:	Renewal Date:
ProductionBrokers Representative:			
<b>CONTACT INFORMATION</b>			
Company Name:			
Contact Person:			
Email Address:			
Web Address:			
Street Address:			
City, State, Zip:			
Phone:		Fax:	
<b>SERVICES INFORMATION</b>			
Company Name:			
Website URL:			
Company Information (Services Offered):			
<p>Send company logo for listing to: <a href="mailto:corey@productionbrokers.com">corey@productionbrokers.com</a></p> <p>Service Area(s) Listing In:</p> <p>- List specific regions and/or states</p>			
Sales Representative:			
Print Name			
Signature			
Sales Rep #:			

BILLING INFORMATION			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX
Cardholder's Name:			
CC Billing Street Address:			
CC Billing City/State/Zip:			
Credit Card Number:		Exp. Date:	CCV:
TERM			
12 Months (one year)		Auto-Renew	
CONTRACT RATE			
Number of Regions	Number of States	Monthly Total	
		\$	
Total Monthly Charge		\$	
Start Date of Payment:			

Each state is divided into 5 service regions. You can select as many regions you would like to be listed in. The payscale for advertising your services are as follows:

PLATINUM Listing	\$275.00 per region per month
GOLD Listing	\$175.00 per region per month
SILVER Listing	\$ 75.00 per region per month
TEXT ONLY Listing	\$ 45.00 per region per month



NATIONWIDE (30 states) Platinum	- \$9500.00 per month
NATIONWIDE (30 states) Gold	- \$8500.00 per month
NATIONWIDE (30 states) Silver	- \$7500.00 per month
FRONT PAGE SCROLLING BANNER	- \$1350.00 per month
<b>Please Note: There is a \$150.00 one time initial Ad set up fee.</b>	
<i>(The Text Only listing is excluded from this fee.)</i>	

Please read other terms and conditions of this agreement to advertise oil and gas related services as set forth below. After reading all terms and conditions as stated herein, you will be required as the authorized signer to sign/date this agreement below for this contract being in full force this allowing Productionbrokers.com, LLC, to advertise your company's services per region or state. If the subscriber, is representing a corporation, or any other entity, the undersigned represents that he or she is a declaring to be the authorized representative of the entity.

Initial: \_\_\_\_\_

## Terms and Conditions

1) The subscriber / advertising party acknowledges that they have read, understand, and agree to all Terms and Conditions ("terms of service") as stated herein and do hereby agree to be bound to all Terms and Conditions ("terms of service"). If advertising fee is not paid up front one year in advance to receive the pre-payment discount the advertising bill shall be set up to be due each and every month as stated herein. The up front and/or monthly fee shall pay to have the subscriber / advertising parties advertisement displayed on website and made accessible for all viewers to click on the subscribers / advertising parties advertisement link re-directing the prospective customer /client to subscriber/ advertising parties website and/or landing page. The size and/or placement of advertisement is subject to change from time to time via e-mail notice during the initial term and/or during the auto renew extended term of this agreement. Productionbrokers.com, LLC shall send e-mail notice to the subscriber / advertising party regarding any adjustment to the size, placement or monthly fee ("If any"). The Subscription /advertising Fee as set forth herein shall be incurred in advance and due each and every month as stated herein unless this contract has been legally canceled per the cancelation terms and conditions as stated herein whereby the reoccurring billing will be transacted through the subscriber/ advertising parties approved payment method. The acceptable payment method are as follows: by check, credit card, Debit Card, bank account auto debit, bank account auto deposit. If for any reason the monthly payment is not received on the appointed payment date whereby the monthly payment is due Productionbrokers.com, LLC shall reserves the right to immediately remove the advertisement with or without notice to Subscriber / advertising party. Before removing such advertisement the advertising party shall have 10 days from the date payment was due to make arrangements to pay the past due amount by calling our payment center at 1-800-287-6577 Ext 700 to make payment and reinstate payment method of choice for reoccurring monthly payment to be made successfully regarding future billing.

2) All outstanding payment due from Subscriber / Advertising party that are past due this being 31 calendar days from the date payment is due shall automatically be turned over to a designated collection service and/or legal collection service appointed by productionbrokers.com, LLC to take any and all action made available by the state of Oklahoma to collect any and all debt owed to productionbrokers.com, LLC by subscriber/ advertising party for services rendered. This contractual agreement shall be binding upon subscriber /advertising party accepting the terms and conditions ("Terms of service") on productionbrokers.com official website ,or by signing this same legal binding contractual agreement as a physical copy whereby Subscriber/ advertising party shall agree to give original signed to Productionbrokers.com or send by facsimile to (405) 471-6120 and/or send by e-mail to [signup@productionbrokers.com](mailto:signup@productionbrokers.com) whereby the original shall be sent via U.S. Mail to the address known as 1000 W. Wilshire Blvd ,Oklahoma City Ok 73116. All fully executed copies of this agreement weather sent by fax and/or e-mailed shall be a legal binding document and fully enforceable. It is clearly understood by the subscriber /Advertising party hereunder agrees and understands Productionbrokers.com, LLC standard web-based function is to advertise their oil and gas related services or other services applicable to the oil and gas industry on the productionbrokers.com official website and for this service rendered the subscriber / advertising party agrees to pay Productionbrokers.com, LLC upfront and/or the monthly fee as stated herein. The Subscriber, per this contractual agreement, shall agree to pay the billed amount through the authorized automatic payment method of choice and approved by Productionbrokers.com. All auto-draft system, that allow Productionbrokers.com, LLC to automatically deduct from debit and/or credit card and/or deducted from corporate checking account as specified herein shall be proven to be safe and secure through stripe .You can go to stripe.com to see all policy specific to the security measures they provide to productionbrokers.com that are passed through to each subscriber /advertising party regarding any and all information pertaining to all auto debit. All payments will be deducted or charged, as specified and agreed herein, dependent on the type of contract. Productionbrokers.com, LLC offers the subscriber, a media to effectively market and advertise subscriber's professional oil and gas related services to the specified industry. Database content shall include any oil and gas service(s) that the subscriber provides, including but not limited to company profile, company information, direct website link, and images entered into database and displayed on website, etc.

3) This subscriber per this contractual agreement shall agree to pay the exact amount billed and or automatically paid by auto draft on the specified due date for advertising and or other services. A late payment shall cause an accrued interest of 10 % per month (or, if lesser, the maximum rate permissible by law) measured from the date the amount was due until the date such amount is paid by Subscriber. If Productionbrokers.com, LLC commences collection proceedings to recover past due amounts, Subscriber shall pay ALL reasonable collection costs incurred, with interest, including reasonable attorney's fees and or other fees that may change with or without notice. III

4 - ) 4.1 THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE BILLING START DATE AND SHALL REMAIN IN EFFECT FOR A PERIOD NO LESS THAN STATED IN THE SPECIFIC CONTRACT YOU MAY CHOOSE. IF NOT OTHERWISE TERMINATED AS HEREIN PROVIDED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ANNUALLY FOLLOWING THE END OF THE INITIAL TERM. THE SUBSCRIBER MAY TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE SIXTY (60) DAYS PRIOR TO THE END OF THE CURRENT TERM AND PRODUCTIONBROKERS.COM, LLC MAY TERMINATE THIS AGREEMENT WITH OR WITHOUT NOTICE. RENEWAL WILL BE SPECIFIED PER SPECIFIC CONTRACT.

4.2 Upon noticeably identifying any breach of this Agreement and requesting correction thereof, the breaching party will have the opportunity to cure such breach. The cure period will not apply to any violation by Subscriber of the confidentiality provisions or any infringement by Subscriber of proprietary rights of Productionbrokers.com, LLC or any other Subscriber. Such breaches shall be cause for immediate termination of this Agreement. Productionbrokers.com, LLC will be entitled to injunctive relief for any such breach, in addition to any remedies available at law, including the recovery of damages and ProductionBrokers.com, LLC will not be responsible for ANY breaches.

4.3 Upon the expiration or termination of this Agreement: (a) all rights granted to Subscriber under this Agreement will cease, except the following Section of this Agreement will survive: 2, 5, 6, 7, 8, 9 and 10 and (b) Subscriber shall immediately pay all amounts owed under this Agreement

5-) 5.1 Subscriber agrees not to compete with Productionbrokers.com, LLC in the development and/or marketing of a software or database application that will offer a similar service for Oil and Gas related companies during the term of this Agreement and for a 36 month period after this agreement has been officially canceled and/or terminated by either party hereunder.

5.2 The Service may sometimes be unavailable for routine maintenance or extraordinary circumstances. The Subscriber's sole remedy for service outages will be compensated at the digression of ProductionBrokers.com, LLC and this depends on the current situation.

6-) 6.1 The Subscriber represents that it has the right to grant to Productionbrokers.com, LLC the rights set forth in the Agreement and the rights in the Database Content submitted by Subscriber and that no submission will violate the rights of any third and/or second party, whether those rights arise by contract or otherwise. The Subscriber may not submit any image to Productionbrokers.com, LLC directly to the assigned administrator unless Subscriber has full exclusive legal, DMR, etc.-rights to the image, nor may Subscriber submit any image to the assigned administrator and thereafter grant exclusive rights to the image to a second and/or third party. Subscriber may not submit any image obtained for the services advertised to a second and/or third party if a requirement of submitting the image is the granting of exclusive right to the image. Productionbrokers.com, LLC may reject or refuse to use, distribute, or display any photo or database content that is considered to be defective, libelous, inaccurate, incomplete, or is proven to be the proprietary property of a second and/or third party. No Subscriber may submit any false statements about oil and gas related services it provides, unless Subscriber has legal rights to publish, advertise, and distribute the information and therefore, by executing this contractual agreement, shall substantiate that the subscriber does, in fact, have and hold full legal rights to publish, advertise, and distribute the information and must provide the legal documentation for these actions.

6.2 The Subscriber hereby grants to Productionbrokers.com, LLC a non-exclusive license to develop, use, display, distribute and sell third-party services utilizing database content entered sent to assigned administrator by or on behalf of Subscriber.

6.3 If an error in the database content or in any information contained in the information about services offered is caused by Productionbrokers.com, LLC, Subscriber will be compensated at the discretion of ProductionBrokers.com, LLC and this depends on the current situation administrator as stated on web site.

6.4 Productionbrokers.com, LLC has the full right to modify or suspend access to the third-party services (A) as necessary to comply with any law or regulation as reasonably determined by Productionbrokers.com, LLC, (B) to comply with any court order or instruction, or (C) if deemed reasonably necessary by Productionbrokers.com, LLC to prevent substantial harm to Productionbrokers.com, LLC or their business and or any other reason ProductionBrokers.com, LLC sees fit. The Subscriber agrees to comply with the confidentiality and proprietary rights as well as the provisions contained on the web site.

7-) 7.1 The Subscriber represents that neither the execution of this Agreement nor its performance of its obligations violates any agreement to which it is a part or by which it is bound, and Subscriber will comply with all applicable laws, rules and regulations.

7.2 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PRODUCTIONBROKERS.COM, LLC DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NONINFRINGEMENT, FREEDOM OF INTERFERENCE WITH ENJOYMENT, MERCHANT ABILITY, QUALITY, ACCURACY, COMPLETENESS, FITNESS OF RESULTING WORK PRODUCT AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE LISTING(S) WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM OR WILL FULFILL ANY SUBSCRIBERS PARTICULAR NEEDS.

7.3 Access by the subscriber and the subscriber's subscribers to database content and modification or additions thereto and related documentation, regardless of what form is provided and with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort is with the subscriber.

8-) 8.1 The Subscriber shall indemnify Productionbrokers.com, LLC and their directors, officers, employees and affiliates (collectively, the 'Covered Entities') to defend and hold harmless the Covered Entities from and against any and all losses, damages, expenses and liabilities suffered by any of them or to which any of them become subject, resulting from, arising out of or relating to: (1) any claim, action or demand with respect to the business, resources, technology or services of The Subscriber (including the Database Content of Subscriber) or (a) infringement or misappropriation of any intellectual property rights: (b) defamation, libel, slander, obscenity, pornography or violation of the rights of privacy or publicity; or (c) spamming or any other offensive, harassing or illegal conduct or violation of the acceptable use guidelines of the website; or (2) the business, resources or services of Subscriber (including the Database Content of Subscriber). The Subscriber shall not enter into any settlement that adversely affects Productionbrokers.com, LLC's right or interests without first obtaining the prior written consent of Productionbrokers.com, LLC, as applicable

8.2 Productionbrokers.com, LLC shall, at its expense, defend, indemnify and hold Subscriber harmless from and against any third-party claims arising out of or relating to a claim that use of the third-party service section of the website, excluding the Database Content and any information or technology provided by any Subscriber and excluding any combination of Database Content with other products or information not part of the third-party services section of the website, infringes the United States patents, trademarks, copyrights, trade secrets or other intellectual property rights of any third party.

9-) 9.1 Productionbrokers.com, LLC's liability under this Agreement will not exceed, in the aggregate, the Fees paid by The Subscriber pursuant to this Agreement for the three-month period preceding the date of this action or omission giving rise to Subscriber's claim.

9.2 The Subscriber's liability under this Agreement will not exceed, in aggregate, the Fees paid to Productionbrokers.com, LLC pursuant to this Agreement for the remainder of the current term of the Agreement with the exception of Productionbrokers.com, LLC's loss of business due to violation of Sections Five (5) and Six (6) contained herein.

9.3 Neither Productionbrokers.com, LLC nor The Subscriber will be liable for delays or failure in performance where the delay or failure is due to an event beyond either's control, including acts of God, war, terrorism, civil disturbance, disruption of internet service or otherwise.

9.4 Neither Productionbrokers.com, LLC nor The Subscriber will be liable for any indirect damages, consequential damages, damages for loss of profits or revenues, lost data, business interruption or loss of business information arising in connection with this agreement, even if informed of the possibility of such damages by the other party or otherwise.

9.5 The limitations of liability set forth in the Agreement are independent and will survive any failure of any remedy.

10-) 10.1 The Subscriber may not assign this Agreement without Productionbrokers.com, LLC's prior written consent. The Subscriber may not resell or distribute any database content, without Productionbrokers.com, LLC's prior written consent.

10.2 This Agreement may not be amended or modified except in a written document signed by an authorized representative of both parties.

10.3 All notice relating to this Agreement must be in writing and either delivered personally, mailed (first class mail, postage paid certified mail, return receipt requested), by overnight courier, or transmitted by facsimile to the addresses set forth herein or to such other address as any party may substitute by written notice to the other.

10.4 This Agreement will be governed by and construed in accordance with the laws of the state of Oklahoma, this being the home of Productionbrokers.com, LLC corporate headquarters, therefore, if any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained herein.

10.5 The parties to the Agreement are independent contractors. No party has any right or authority to act on behalf of any other party.

10.6 This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any other source, the provisions of this Agreement shall control. No representations other than those in this Agreement have been made by any party. Neither party may disclose the terms and conditions of this Agreement.

Governing Law: The parties hereto specifically agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any principals of conflicts of law, and that venue for any cause of action here under shall be in a state or federal court located in Oklahoma County, Oklahoma/Federal Western District of Oklahoma.

Binding effect: This is a legal binding Agreement and sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. This Agreement may be amended only by an instrument in writing executed by all the parties.

Signature: \_\_\_\_\_  
Productionbrokers.com, LLC Title Date

Advertising Party: \_\_\_\_\_  
Title Date