

## Territory/County Ownership Agreement (United States, Alaska, Hawaii and Puerto Rico)

**Advertising, Marketing and Social Media expertise is required.** Owner must have a substantial number of Social Media followers. This opportunity requires a Business Service Fee each month. See details below.

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The following is a Territory/County Ownership Agreement between All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) named below.

### AGREEMENT:

You acknowledge and agree to the following Conditions, Requirements, Obligations and Term(s). Our responsibilities are specific and limited to the Terms of this Agreement. You must read, agree with, and accept all of the Conditions, Requirements, Obligations and Term(s) contained in this Agreement which are those Conditions, Requirements Obligations, and Term(s) Definitions expressly set out below.

### DEFINITIONS:

- **Corporation and Website:** All Web Classifieds Inc. (AdvertiseConnect.com).
- **Ownership (Owner):** The Person or Entity which has the use of an exclusive designated Territory/County, and who creates Paid Ad Sales for the Corporation and Website and receives a monetary percentage according to the active Territory/County Ownership Agreement and active Term.
- **Territory/County Ownership Agreement:** The Conditions, Requirements, Obligations and Term(s) set forth in the Territory/County Ownership Agreement on behalf of the Corporation and Website.
- **Ownership Proceeds:** The amount of Monetary Income Ownership (Owner) receives.
- **Paid Ad Sales:** Option 1, 2 & 5 ONLY. View the Rate Chart for details.
- **Effective Date:** When the Territory/County Ownership Agreement is Completed, Signed, Dated and the Initial Paid Business Service Fee (BSF) is processed and verified in accordance to the Population in the Territory/County Ownership it will then become Effective and Enforced.
- **Term:** A Term is (6) Six Months, One Hundred and Eighty-Six (186) calendar day period which the Ownership is applicable.
- **Territory/County:** A County in the United States, Alaska, Hawaii and Puerto Rico. Refers to the geographic County whereat the Ownership (Owner) is responsible for Advertising, Marketing and Social Media and obtaining Paid Ad Sales and recruiting Advertising Representatives (Ad Rep) to work within the specific Territory/County Ownership.
- **Active:** The Territory/County Ownership Agreement is Effective and Enforced.
- **Terminated, Null and Void:** Territory/County Ownership Agreement is NO LONGER VALID.
- **Registrant:** Paid Ad Submitter (Account Owner) in the selected County he or she is Registered.

## **Minimum Requirement of Paid Ad Sales per Term, per Territory/County Ownership**

The minimum percentage of Paid Ad Sales required per Term, per Territory/County Ownership is according to the Population in the State and County. (from the **United States Census Bureau Website**) and starts from the effective date of the Territory/County Ownership Agreement.

- **For the First Term** of each Territory/County Ownership Agreement, the Owner is required to have a minimum percentage of **(One Quarter of One Percent) (0.25%)** in any combination of Paid Ad Sales from, Option 1, 2 & 5 Only.
- **For the Second Term** of each Territory/County Ownership Agreement, the Owner is required to have a minimum percentage of **(One Half of One Percent) (0.50%)** in any combination of Paid Ad Sales from, Option 1, 2 & 5 Only.
- **For the Third Term and each Term thereafter** of each Territory/County Ownership Agreement, the Owner is required to have a minimum percentage of **(One Percent of One Hundred Percent) (1%)** in any combination of Paid Ad Sales from, Option 1, 2 & 5 Only.

### **How to calculate the minimum percentage of Paid Ad Sales required per Territory/County**

- First Term: Population, subtract (0.25%) will display the minimum Paid Ad Sales required.
- Second Term: Population, subtract (0.50%) will display the minimum Paid Ad Sales required.
- Third Term and each Term thereafter: Population, subtract (1%) will display the minimum Paid Ad Sales required.

**Note:** Any combination of Paid Ad Sales is acceptable, except Option # 2, Multi-Ad Sale is considered as One Ad Sale.

**This will be your own business in accordance with this Territory/County Ownership Agreement Conditions, Requirements, Obligations and Terms. Owner must meet the minimum requirement of Paid Ad Sales EACH TERM per Territory/County Ownership Agreement. If an Owner does not meet the minimum Paid Ad Sales required per Term, the Territory/County Ownership Agreement for that specific Territory/County Ownership Agreement will become TERMINATED, NULL and VOID. Owner will forfeit any Business Service Fee(s) paid (BSF) and NO REFUND will be issued. NO EXCEPTIONS. Please make sure this is 100% for you, and you're qualified to fulfill all the Conditions, Requirements, Obligations and Terms before signing and dating this agreement.**

## 1. GRANTS AND CONDITIONS:

After this Territory/County Ownership Agreement is completed and received with all requirements approved and an effective date established by All Web Classifieds Inc. (AdvertiseConnect.com) The amount of proceeds Owner receives is determined by the County the Registrant (Paid Ad Submitter) **has registered in when creating an Account**, and the amount of Paid Ad Sales (Proceeds) collected and processed from Registrant, **NOT the State & County where the Ad is Posted/Displayed**. Paid Ad Sales are: Option 1, 2 & 5 ONLY.

2. **A Term is (6) Six months, One Hundred and Eighty-Six (186) Calendar Days** and starts on the effective date of this Territory/County Ownership Agreement.

## 3. Territory/County Ownership Proceeds:

- **For the First Term** of this Territory/County Ownership Agreement, Owner receives **Thirty Five Percent (35%)** of all Paid Ad Sales from Option 1, 2 & 5 Only, from the County(s) Owner holds an active Territory/County Ownership Agreement, whether the Paid Ad Sales originated from the Owners Advertising, Marketing, Social Media and Ad Rep Sales, or any Corporate Advertising, Marketing, Social Media or any other manner that's generating Paid Ad Sales in the Territory/County Ownership.
- **For the Second Term** of this Territory/County Ownership Agreement, Owner receives **Twenty Five Percent (25%)** of all Paid Ad Sales from Option 1, 2 & 5 Only, from the County(s) Owner holds an active Territory/County Ownership Agreement, whether the Paid Ad Sales originated from the Owners Advertising, Marketing, Social Media and Ad Rep Sales, or any Corporate Advertising, Marketing, Social Media or any other manner that's generating Paid Ad Sales in the Territory/County Ownership.
- **For the Third and each Term thereafter** of this Territory/County Ownership Agreement, Owner receives **Twenty Percent (20%)** of all Paid Ad Sales from Option 1, 2 & 5 Only, from the County(s) Owner holds an active Territory/County Ownership Agreement, whether the Paid Ad Sales originated from the Owners Advertising, Marketing, Social Media and Ad Rep Sales, or any Corporate Advertising, Marketing, Social Media or any other manner that's generating Paid Ad Sales in the Territory/County Ownership.

#### 4. Territory/County Ownership Renewal:

Twenty (20) calendar days before the current active Six (6) month Term expires, (186) calendar days, and upon Owner achieving the required amount of Paid Ad Sales for the current Term, Owner will have the option to renew the Territory/County Ownership Agreement for the subsequent Ownership Term and will be notified **Twenty (20) calendar days** before the current Term ends. Failure to renew the Territory/County Ownership Agreement before the current Territory/County Ownership Agreement expiration date will Terminate the Territory/County Ownership Agreement and become Null and Void.

#### 5. A Business Service Fee (BSF) is required each month for each Territory/County Ownership:

**The First Month Business Service Fee (BSF) is required with the Territory/County Ownership Agreement Forms when applying. Each month thereafter on the same calendar day of completing the Territory/County Ownership Agreement and paying the Monthly Business Service Fee, (unless a holiday or weekend) the Owner will be emailed a (BSF) charge form to complete the next month fee.**

**If a Business Service Fee (BSF) is NOT RECEIVED and Paid in full in Sixty-Two (62) Calendar Days from the required due date the Territory/County Ownership Agreement for the Territory/County Business Service Fee Unpaid will become Terminated, Null and Void.**

- Population of (1 up to 200,000) **Business Service Fee: \$100.00** each month.
- Population of (200,001 up to 1,000,000) **Business Service Fee: \$130.00** each month.
- Population of (1,000,001 up to 2,500,000) **Business Service Fee: \$150.00** each month.
- Population of (2,500,001 and above) **Business Service Fee: \$170.00** each month.

#### 6. Certification of Advertising, Marketing and Social Media expertise is required:

**I Ownership (Owner) certify that I have the expertise in Advertising, Marketing and Social Media that's required to participate in this Territory/County Ownership Agreement. Ownership (Owner) agrees to give All Web Classifieds Inc. (AdvertiseConnect.com) permission to review any and all Social Media platforms Owner participate in.**

All Web Classifieds Inc. (AdvertiseConnect.com) has the sole right to deny any applicant (Owner) and has no obligation to disclose its reason of denial.

## **7. Additional Territory/County Ownership Agreements:**

A Maximum of Ten (10) Territory/County Ownership Agreements are permitted per Individual or Entity. **One new Territory/County Ownership Agreement is available every One Hundred and Eighty-Six (186) calendar days**, and all Active Territory/County Ownership Agreement(s), Terms, Conditions, Requirements and Business Service Fee(s) must be current, and up-to-date before any new Territory/County Ownership Agreement is issued.

8. Owner agrees not to create, maintain and or manage, or be associated directly or indirectly with, or receive payment from more than one Ownership, Owner, Business Affiliate or Entity. Owner agrees to not create different Business Entities under the names of others for the purpose of acquiring more than the Ten (10) Territories/Counties Ownership permitted.

## **9. Territory/County Ownership Proceeds Schedule:**

Owner must obtain a Bank Checking Account. Owner proceeds are calculated from the start of the first day 12:00.00 AM of each month until the end of the last day of each month at 11:59.00 PM and deposited into Ownership Bank Checking Account (Required) by direct deposit on the Seventh (7) day of each month. If a holiday or weekend occurs the next business day.

10. If any charge backs or fees associated with Owners Territory/County Ownership occur and paid by All Web Classifieds Inc. (AdvertiseConnect.com) the charge back amount and any additional fees will be deducted from Owners proceeds.
11. AdvertiseConnect.com website will have an exclusive login for Owner to have access to view their Paid Ad Sales for the Territory/County Ownership.

## **12. Multiple Ownerships:**

All Web Classifieds Inc. (AdvertiseConnect.com) **does not** offer a Territory/County Ownership Agreement for Multiple Owners, Only One Person or One Entity Permitted per Territory/County Ownership Agreement. If an Owner wants to create a partnership with any other person or entity, he or she will have to create a partnership agreement between each other. Any other person(s) or entity will have to adhere to all Terms, Conditions and Requirements set forth in this Territory/County Ownership Agreement.

13. All Web Classifieds Inc. (AdvertiseConnect.com) has the rights to offer Promo Code(s), Advertising Ad(s), Posted Ad(s), Webpage(s), Banner Ad(s), Social Media(s), Affiliate Link(s), display Affiliate Advertiser and or Publisher Merchandise, Service(s), and or Link(s), (PPC) Pay Per Click, (CPC) Cost Per Click, (CPL) Cost Per Lead, (CPS) Cost Per Sale, (CPA) Cost Per Action, Impression Ad(s), or Commission(s), to anyone it chooses for any amount of time (Calendar Days). Promo Code Posted Ad(s), will be posted in the Results Page Paid Ad section and include all the benefits of a Paid Ad. Owner **will not receive** any credit, commission or proceeds during or from any offer(s) or posted Ad(s) at any time.
14. **Owner must Advertise their Territory/County Five (5) days per week throughout each Term** and submit proof of Advertising, Marketing, Social Media to corporate upon request.
15. Owner to pay applicable taxes on proceeds earned for each Territory/County Ownership. Ownership will be an independent contractor.
16. All Web Classifieds Inc. (AdvertiseConnect.com) **does not guarantee** and makes no claims for Paid Ad Sales, Proceeds or Success; all examples of proceeds are just examples. It's up to the Owner to acquire the minimum requirement of Paid Ad Sales for each Term and each Territory/County Ownership.
17. All Web Classifieds Inc. (AdvertiseConnect.com) has the sole right to change any pricing or terms on the website or any mobile device(s) at any time, present or in the future, including any additional options, features or programs that may be added. In addition, selected Listing(s) or Service(s) or all free posted Ads may be discontinued in the future and become an all-paid internet and mobile advertising platform, site.
18. **The Population for each County will be determined by the most current year and month posted on the (US Census Bureau's) website at the time and date applying and completing this Territory/County Ownership Agreement. Population estimates may not be up to current year and month.** Should the population in the Territory/County Ownership decrease or increase the original population when the initial active and enforced Territory/County Ownership Agreement was established and approved remains in effect throughout the Term, or any Term(s) thereafter, including the minimum requirement of Paid Ad Sales in each Territory/County Ownership. **If you DO NOT Fully Agree with this requirement DO NOT SIGN, DATE AND APPLY TO THIS AGREEMENT.**

### **Transfer of Territory/County Ownership Assignability:**

19. This Territory/County Ownership Agreement shall inure to the benefit of and shall be binding upon the Owner. Territory/County Ownership Agreement is Non-Sellable, Transferable or Tradeable in whole or in part to any individual or entity. All Web Classifieds Inc. (AdvertiseConnect.com) shall retain all rights to the Territory/County Ownership Agreement. Should the Owner decide to cancel the Territory/County Ownership Agreement, all cancellations must be in writing within a Thirty (30) day notice to All Web Classifieds Inc. and sent Certified Mail.

### **Ownership, Enforcement and Commercialization of AdvertiseConnect.com**

20. During the Term of this Territory/County Ownership Agreement, All Web Classifieds Inc. (AdvertiseConnect.com) shall have sole right and discretion to bring any action to protect the interest of All Web Classifieds Inc. (AdvertiseConnect.com) and shall have the sole right and discretion to defend any declaratory judgment or other action in which a cause of action is asserted challenging the validity, enforceability, use, and/or claim as to the rights of All Web Classifieds Inc. (AdvertiseConnect.com).
21. Any action involving All Web Classifieds Inc. (AdvertiseConnect.com) that is brought or defended by All Web Classifieds Inc. (AdvertiseConnect.com) shall be defended by each party involved, and the expense of each party involved, and to make any and all decisions with respect to claims, defenses, counterclaims, settlement, and strategy.

### **Termination:**

22. Upon request of All Web Classifieds Inc. (AdvertiseConnect.com) and at the expense of All Web Classifieds Inc. (AdvertiseConnect.com), Owner shall have a duty to cooperate reasonably with All Web Classifieds Inc. (AdvertiseConnect.com) in any action involving All Web Classifieds Inc. (AdvertiseConnect.com) that is brought and defended by All Web Classifieds Inc. (AdvertiseConnect.com). In the event of such action, Owner shall treat any information and/or as privileged information in accordance with the provisions set forth in this Territory/County Ownership Agreement.
23. This Territory/County Ownership Agreement shall commence on the effective date which is the date that's approved and enforced. Unless previously terminated in accordance with one or more of the other provisions hereunder, this Territory/County Ownership Agreement shall expire at the end of the enforceable term, unless renewed commensurate with the option to renew.

24. This Territory/County Ownership Agreement may be terminated by either party in the event of a material breach by the other party of the terms of this Territory/County Ownership Agreement provided that the terminating party first gives the defaulting party written notice of termination, specifying the grounds for, and the defaulting party has had Thirty (30) days after such notice has been given to cure the breach. If not so cured, this Territory/County Ownership Agreement shall terminate at the expiration of such Thirty (30) days.
25. Neither party shall under any circumstances, be liable to each other for indirect, incidental, special, or consequential damages, including, but not limited to, loss of profit, revenue, or business resulting from, or in any way related to this Territory/County Ownership Agreement, or the termination of this Territory/County Ownership Agreement, or arising out of, or alleged to have arisen out of breach of this Territory/County Ownership Agreement.
26. Upon the sale, purchase, acquisition or transfer in part or in full, the named corporation: All Web Classifieds Inc. (AdvertiseConnect.com) with any other Corporation, Company, Entity or Person/Individual, or the merge of the named corporation: All Web Classifieds Inc. (AdvertiseConnect.com) in part or in full with any other Corporation, Company, Entity or Person/Individual, this Territory/County Ownership Agreement between All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) approved a Territory/County Ownership Agreement will become Terminated, Null and Void.

Owner having an active Territory/County Ownership Agreement will receive an additional amount of compensation, equal to the amount of (Monetary Proceeds) earned within the last One Hundred and Eighty-Six (186) consecutive calendar days. Owner that has less than One Hundred and Eighty-Six (186) consecutive ACTIVE calendar days, Owner will receive an additional amount of compensation, equal to the amount of (Monetary Proceeds) the Owner has earned within the ACTIVE Term, calendar days of this Territory/County Ownership Agreement.

If an Owner has No proceeds earned within the last One Hundred and Eighty-Six (186) consecutive calendar days of this ACTIVE Territory/County Ownership Agreement, Owner will NOT receive any (Compensation, Monetary Proceeds) in any manner. Owner compensation will be paid over a Twelve (12) calendar month period in Four (4) payments, each in Three (3) calendar month intervals. Upon the Termination of this Territory/County Ownership Agreement there will be (No Compensation or Monetary Proceeds) payable to Owner for any existing or renewed ad posting(s) from previous, existing or new Registrant(s) (Paid Ad Submitter(s) or Account holder(s)).



27. Upon Termination of this Territory/County Ownership Agreement all Ownership (Owner) proceeds from Option 1, 2 & 5. Paid Ad(s), New Ad(s) Posted, Renewed Ad(s) Posted or from any Previous or New Registrant(s), Account Holder(s) or any other form of proceeds in the Territory/County Ownership will cease upon Termination.

#### **Trademark and Domain Name Protection:**

28. All Web Classifieds Inc. (AdvertiseConnect.com) contain trade names, trade dress, service marks, domain names and other indicia of ownership (collectively the "Marks") owned or licensed for use by All Web Classifieds Inc. (AdvertiseConnect.com). Owner agrees that no right, property, license, permission or interest of any kind in or to the Marks is given or transferred to Owner, or acquired by Owner, pursuant to the execution, performance or non-performance of this Territory/County Ownership Agreement or any part thereof. Owner shall in no way contest or deny the validity of Corporation right to title to or of use for the Marks, and Owner shall not encourage or assist others directly or indirectly to do so during the lifetime of this Territory/County Ownership Agreement and thereafter. Owner shall not utilize the Marks in any manner that would diminish their value or harm their reputation. Owner shall not use or register any domain names that is identical or similar to any of the All Web Classifieds Inc. (AdvertiseConnect.com).

#### **Non-Competition:**

29. Owner represents, warrant and covenant that during the Term of this Territory/County Ownership Agreement, that Owner, for yourself, your heirs, assigns, successors, shareholders, officers, directors, employees, principles, partners, agents, managers and members, shall not engage in, or assist other in, the operation of an internet or mobile based advertising, marketing platform or website similar to that of All Web Classifieds Inc. (AdvertiseConnect.com). Upon termination of this Territory/County Ownership Agreement for any reason by either party, Owner represent, warrant and covenant that for a period of Seven (7) Years within the United States, Alaska, Hawaii and Puerto Rico, Owner, for yourself, your heirs, assigns, successors, shareholders, officers, directors, employees, principles, partners, agents, managers and members, shall not engage in, or assist other in, the operation of an internet or mobile based advertising, marketing platform or website similar to that of All Web Classifieds Inc. (AdvertiseConnect.com).

Owner acknowledges and agrees that any breach of this non-competition provision shall cause All Web Classifieds Inc. (AdvertiseConnect.com) irreparable harm and as a result All Web Classifieds Inc. (AdvertiseConnect.com) has the right to seek legal representation, and to obtain injunctive relief for any breach of the non-competition covenant. In the event any part of this provision is determined to be unenforceable by the court of law, the remainder of this provision shall be enforceable to the fullest extent permitted. Furthermore, Owner agrees that any of the consideration set forth in this Territory/County Ownership Agreement is sufficient for all of the promises under this provision.

### **Headings:**

30. The headings contained in this agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Territory/County Ownership Agreement or any provisions thereof.

### **Dispute Resolution:**

31. This section shall apply to any dispute arising out of the making or performance of or otherwise relating to this Territory/County Ownership Agreement. The parties shall attempt in good faith to resolve any dispute arising out of the making or performance of or otherwise relating to this Territory/County Ownership Agreement promptly by negotiations between persons who have authority to settle the controversy.

Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within Twenty (20) days after delivery of said notice, authorized person(s) of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information, and to attempt to resolve the dispute. If the matter has not been resolved in One Hundred Twenty (120) days of the disputing parties notice, or the parties fail to meet within Twenty (20) days, either party may initiate a civil action in the circuit or County court in the State of Florida, current County of All Web Classifieds Inc. (AdvertiseConnect.com) business.

32. The parties regard the obligation to negotiate an essential provision of this Territory/County Ownership Agreement and one that is legally binding on them. In case of violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation.

## **Arbitration:**

**33.** All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) agree that because this Territory/County Ownership Agreement affects and involves interstate commerce, the Federal Arbitration Act, 9 U.S.C. Section 1 and ET. Seq., shall govern this arbitration provision. All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) agree that any and all disputes, lawsuits, legal controversies, legal actions or legal claims (all collectively an "Action") arising out of or relating to this Territory/County Ownership Agreement shall be settled by mandatory and binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The findings of the arbitrator may not change the express Terms of this Territory/County Ownership Agreement and shall be consistent with the arbitrator's understanding of the findings a court of proper jurisdiction would make in applying the applicable law to the facts underlying the action.

Upon request of that party, the arbitrator will keep any part or all of the proceedings confidential so as to protect a party's confidential information, proprietary information and trade secrets. All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) agree that with regard to the party's protection of its confidential information, proprietary information, trade secrets, trademarks, copyrights, goodwill and protection against customer confusion in the market place, that a party may seek injunctive relief and an arbitrator may award injunctive relief.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator shall be binding. Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be shared equally.

**34.** All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) expressly agree that any action shall be brought and arbitrated only on an individual person or individual entity basis and not on a class, collective or representative basis. All Web Classifieds Inc. (AdvertiseConnect.com) and Ownership (Owner) agree that the arbitrator has the authority to reward relief only on an individual person or individual entity basis. Both parties agree that if a party files any action contrary to this provision, the other party can recover their reasonable attorney fees and reasonable cost resulting from those efforts necessary to challenge that filing and to bring the action back in accordance with the Terms of this provision.

**Indemnification:**

35. Owner shall indemnify, defend and hold harmless, All Web Classifieds Inc. (AdvertiseConnect.com), our Directors, Officers, Agents, Representatives, Employees, and our Parent Corporation(s), and their Directors, Officers, Agents, Representatives, Employees, and each of them from, and against any and all claims, demands, Cause of Action, Cost, Damages, Expenses, Losses, and Liabilities (including reasonable attorney fees), incurred or to be incurred, arising out of or resulting from: the Performance or Non-Performance of the services undertaken to be Performed or directly or indirectly hereunder; your negligent or intentional acts or omissions; any breach of this Territory/County Ownership Agreement; the conduct of your business; your violation of and Federal or State Law, rule or regulation; or your violation of any third party rights specifically including any third party intellectual property rights.

**Notice:**

36. Any notices or communications under this Territory/County Ownership Agreement shall be in writing and shall be deemed to have been duly given by either party to the other on the date, hand delivered, registered or certified mail, and postage pre-paid to the address indicated herein: 14545 Military Trail, Building J. Suite 189, Delray Beach, FL 33484.

37. Any change of address of a Territory/County Ownership(s) shall be communicated in writing to the other party within Thirty (30) days to be effective and delivered.

**Confidentiality:**

38. During the Term of this Territory/County Ownership Agreement, All Web Classifieds Inc. (AdvertiseConnect.com) may find it desirable to share its confidential and proprietary business and technical information, e.g., payments, reports, sales volumes, forecast, business plans, vendors, customers, development plans, etc. (Confidential Information) with Owner. All Web Classifieds Inc. (AdvertiseConnect.com) desires to protect the confidential and proprietary nature of such information.

39. Owner shall maintain, and will cause its employees, agents, and consultants to maintain, the confidentiality of all (Confidential Information) received from All Web Classifieds Inc. (AdvertiseConnect.com) under this Territory/County Ownership Agreement using the same care and safeguards with respect to such (Confidential Information) as is used to maintain the confidentiality of its own information of like character, but in no event less than reasonable care.

## **Additional Information:**

- 40.** The validity, construction and performance of this Territory/County Ownership Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to any choice of law, or conflict of law, rules and regulations that would cause the application of the laws of a jurisdiction other than the State of Florida.
- 41.** This Agreement sets for the entire Territory/County Ownership Agreement between the parties and supersedes all previous Territory/County Ownership Agreements and understandings, whether oral or written, between the parties with respect to the subject matter of this Territory/County Ownership Agreement.
- 42.** This Territory/County Ownership Agreement may not be modified, amended, or discharged except by written Agreement signed by an authorized representative of each party.
- 43.** The provisions of this Territory/County Ownership Agreement shall be deemed separable. If any provision in this Territory/County Ownership Agreement shall be found or be held to be invalid or unenforceable, then the meaning of that provision shall be construed, to the extent feasible, to render the provisions enforceable.
- 44.** No waiver of any Term, provision or condition of this Territory/County Ownership Agreement whether by conductor or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such Term, provision or condition or of any other Term, provision or condition of this territory/County Ownership Agreement.
- 45.** No party shall be considered in default or be liable to the other party for delay in performance or non-performance caused by circumstances beyond the reasonable control of such party, including but not limited to acts of God, explosion, fire, flood, war, whether or not declared, accident, labor disturbances, terrorist activities, inability to produce supplies from third party vendors, sabotage, order of decree of any court, or action of Government authority.

46. In this Territory/County Ownership Agreement, All Web Classifieds Inc. (AdvertiseConnect.com) has the sole right to delete, add, edit, modify, or amend any requirements or Terms set forth at any time, including any addendum(s) with any individual, member, company, organization it selects. By signing and entering a date on this Territory/County Ownership Agreement, Owner is bound to all Territory/County Ownership Agreement requirements and Terms he or she has agreed to at the time (calendar date) this Territory/County Ownership Agreement has been signed and the date entered.

**47. If you Do Not Fully Agree with this Territory/County Ownership Agreement, Do Not Complete, Sign, Date and Apply.**

**All Web Classifieds Inc. (AdvertiseConnect.com) has the sole right to deny any applicant (Owner) and has no obligation to disclose its reason of denial.**