MARKET SEARCH DIRECTORIES, INC. ADVERTISING AGREEMENT

Display of Advertising Material

Market Search Directories, Inc., dba Insurance News 360, publisher of
www.insurancenews360.com may redesign its site in its sole discretion at any time. If any
redesign materially and adversely affects the placement of one or more advertisements, or if
Market Search Directories, Inc. is otherwise unable to display such advertisements, Market
Search Directories, Inc will work with advertiser to display the affected advertisements
elsewhere in comparable areas of the Market Search Directories, Inc site.

The advertising inventory under this Insertion Order is for use solely by the Advertiser or their
designated representative and may not be used by any other third party.

Advertisers must provide all necessary artwork and active URLs to Market Search Directories,
Inc.

Market Search Directories, Inc. will be entitled to reject or discontinue advertisements at any
time.

Advertiser shall bear full responsibility for all products or services offered, sold, or licensed
through the advertisements or the Advertiser's website. Advertiser will collect and pay all taxes
related to the sale or licensing of such products or services.

The Advertiser and advertising agency assume liability for all content, including text
representation and illustrations, of advertisements published and also assume responsibility for
any claims arising there from made against Market Search Directories, Inc, including costs
associate with defending such a claim.

All advertising copy that might be mistaken by a reader as news, feature or other non-advertising
materials must be clearly marked “advertisement.” In the event such copy is not clearly marked,
the “advertisement” notation will be added by Market Search Directories.

Right to Refuse Advertising

Market Search Directories, Inc. reserves the right to refuse any advertisement that it deems
inappropriate, inconsistent with the goals and values of Market Search Directories, Inc., or
otherwise unsuitable for use on insurancenews360.com. Market Search Directories, Inc. will not
accept any advertising that relates to Adult Sex Sites, Pornography, Gambling, and Bulk E-mail
Services or Spamming. This Agreement is also voidable by Market Search Directories, Inc.
immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with
Adult Sex Sites, Pornography, Gambling and Bulk E-mailing Services or Spamming.
License and Warranties

Advertiser hereby grants Market Search Directories, Inc. the right to market, display, reproduce (including compression and temporary storage), distribute, perform, transmit and promote the advertisements together with any content or materials on any interactive site linked to the advertisements through the Market Search Directories, Inc website. Advertiser certifies that it has all necessary rights and permissions to offer, sell and/or license such products and services through the advertisements and the Advertiser's website, and that the advertisements and the Advertiser's website do not and will not violate any applicable laws or regulations or any third-party rights (including, without limitation, intellectual property rights), or contain any libelous or defamatory materials. Advertiser certifies that the advertisements and the Advertiser's website will at all times comply with all standard, written policies applicable to Market Search Directories, Inc, including the privacy policies and advertising specifications.

Trademarks

Advertiser shall not use, display or modify Market Search Directories, Inc.'s trademarks in any manner without the prior written consent of Market Search Directories, Inc.

Limitation of Liability; Disclaimer; Indemnification

Market Search Directories, Inc. does not make and specifically disclaims any representations or warranties, express or implied, and under no circumstances will Market Search Directories, Inc's aggregate liability hereunder or in connection herewith (including, without limitation, in respect of the indemnity below) exceed the advertising fees actually paid by Advertiser to Market Search Directories, Inc hereunder, and (B) each party (“in demnifying party”) hereby agrees to indemnify, defend and hold harmless the other party and the officers, directors, agents, affiliates, distributors, franchises and employees of the other party from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings arising out of any material breach by indemnifying party of any duty, representation or warranty under these Terms and Condition.

Related Limitations and Covenants

Neither Market Search Directories, Inc. nor its affiliates shall have any liability whatsoever by reason of error for which they may be responsible in any advertisement beyond liability to give the advertiser or advertising agency credit for so much of the space occupied by the advertisement as is materially affected by the error; and its obligation to give such credit shall not apply unless it is notified of the inaccuracy within 48 hours following the posting error.

Market Search Directories, Inc. does not guarantee any given level of circulation, distribution,
reach or readership for any advertisement.

The Advertiser and advertising agency jointly and severally assume liability for all content (including text representation, illustrations, updates and links to other internet content) of advertisements published and also assumes responsibility for any claims arising there from made against Market Search Directories, Inc or its affiliates, including all costs associated with defending any such claim.

Market Search Directories, Inc. shall not be liable to the Advertiser for any technical malfunction, computer error or loss of data or other injury, damage or disruption to advertisements or any web sites.

Incorrect rates on insertion orders that do not correspond to the rate card will be regarded as clerical errors and the advertisements will be published and charged at the applicable rates in effect at time of publication.

**Solicitation; Privacy Policy; User Information**

Advertiser shall not send unsolicited, commercial email or other online communications (e.g., “spam”) through or into Market Search Directories, Inc and shall comply with all standard Market Search Directories, Inc bulk email policies.

Advertiser shall ensure that its collection, use and disclosure of information obtained from Market Search Directories, Inc users under this Insertion Order complies with all applicable laws, regulations and privacy policies.

Advertiser shall not disclose such user information to any party, nor shall Advertiser use or allow any other party to use such user information in any manner that is or could reasonably be expected to be used by or on behalf of any product or service competitive with Market Search Directories, Inc. This section shall survive the completion, expiration, termination or cancellation of this Insertion Order for a period of two (2) years.

**Confidentiality**

Both parties will keep the existence and terms of this Insertion Order confidential and neither party will publish any press release related hereto without the prior written consent of the other party.

**Termination**

Either party may terminate this Insertion Order in the event of a material breach of this Insertion Order by the other party, which remains uncured after ten (10) days written notice thereof. In addition, Market Search Directories, Inc may terminate this Insertion Order upon a material
breach by Advertiser of any other agreement between the parties which is not cured within cure period set forth in such agreement. If Market Search Directories, Inc terminates this Insertion Order due to Advertiser's material breach of any requirement of this Insertion Order or of any other written agreement with Market Search Directories, Inc, all of Advertiser's payment obligations hereunder shall survive such termination. If Advertiser terminates this Insertion Order due to Market Search Directories, Inc's material breach of this Insertion Order, Advertiser will be responsible only for the Pro-rata Payments.

Market Search Directories, Inc terminate this Insertion Order at any time for any reason upon thirty (30) days written notice to Advertiser (or upon such shorter notice as may be designated by Market Search Directories, Inc. in the event that Market Search Directories, Inc believes in good faith that further display of the advertisements will expose Market Search Directories, Inc. to liability or other adverse consequences). In such event, Advertiser will be responsible only for only the Pro-Rata Payments.

**Entire Agreement**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications (both written and oral) relating to the subject matter providing that all pricing will be governed by Market Search Directories, Inc.'s rate card, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order.

This Agreement may only be modified, or any rights waived under it, by a written document executed by both parties. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Market Search Directories, Inc. If an advertising agency signs this Insertion Order on behalf of Advertiser, the agency thereby represents and warrants that it has full authority to bind Advertiser to the terms of this Insertion Order and that it will ensure that Advertiser complies with all such terms.

**Non-assignment**

Advertiser may not assign this agreement, in whole or in part, without written consent from Market Search Directories, Inc. Any attempt to assign this Agreement without such consent will be null and void.

**Governing Law**

This agreement will be governed and construed in accordance with the laws of the State of California.
**Miscellaneous**

There will be a $25.00 charge for any payment not honored or declined by the bank. Declined payments must be replaced by another method of payment within 48 hours of notification. Market Search Directories, Inc reserves the right to withhold further advertising pending receipt of replacement funds.

In the event an account is referred to a 3rd party for collection, Advertiser agrees to pay collection and/or attorney fees, as well as court costs incurred to effect collection.