

## Mobile Media Solutions Contract and Terms

This Advertising Media Agreement ("Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between \_\_\_\_\_ ("Advertiser") and **Mobile Media Solutions** ("Media Company"). Media Company is in the business of providing advertising services for a fee. Said fees are stated within the Bagazines Media Kit.

Advertiser desires to engage Media Company to render media services, and Media Company desires to render media services to Advertiser, certain advertising Media Company services, as set forth in this Agreement. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

### 1. Products.

Media Company's engagement shall relate to the following products and services of Advertiser: Mobile Coupons delivered to mobile phone users everywhere.

### 2. Billing & Prepayment.

Advertiser prepays for all coupon downloads in advance and once that package of downloads has been fulfilled client can choose to automatically renew that chosen package or be notified to renew. To automatically renew your Mobile Coupon download package put the word yes on the line below and choose what form of payment you are authorizing to being charged for all costs associated with your package.

\_\_\_\_\_ Put the word yes here to authorize Mobile Media Solutions to automatically renew your Mobile Coupon download package upon the finishing of that previous package.

\_\_\_\_\_ I agree to let Mobile Media Solutions to charge my credit card on file

\_\_\_\_\_ I agree to let Mobile Media Solutions to draft said funds from my checking account that I have designated with a voided check.

Mobile Coupon Packages - Choose one

\_\_\_\_\_ 50 Downloaded Mobile Coupons Free Trial Promotion + 25K Holiday Shopping Spree

\_\_\_\_\_ 6,000 Downloaded Mobile Coupons \$1,500.00.\*

\_\_\_\_\_ 12,000 Downloaded Mobile Coupons \$3,000.00 (Certain clients may use barter to pay up to 50% of this package talk to your company contact).\*

\*Coupons will be available to download till such time as all 6,000 have been downloaded

### 3. Terms and Start Date.

The term of this Agreement shall commence on **[Start Date]** \_\_\_\_\_ and shall continue until all downloads of Advertiser's coupon or coupons have been fulfilled.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Bagazines Media send to:

**Mobile Media Solutions**  
**1209 Diane Lane**  
**Elk Grove Village, IL 60007**

Initialize Here \_\_\_\_\_

**13. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**14. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**15. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of **Illinois**

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Media Company Agreement as of the date first above written.

\_\_\_\_\_  
(Company)

Mobile Media Solutions

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Selling Agent:

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

Its: \_\_\_\_\_