

## Supplier Listing/Advertising Agreement

This Advertising Agreement (this "Agreement") is made between OINDP News ("Publisher") and \_\_\_\_\_ ("Advertiser"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Publisher owns and operates a web site at [www.oindpnews.com](http://www.oindpnews.com), hereafter known as "the web site."

1. Advertiser will supply images and any text necessary to create a listing as described in Exhibit A within 30 days of the date of this contract unless Advertiser specifies that Publisher will provide the copy. Publisher reserves the right to reject any images or text that it deems inappropriate at its sole discretion. If Advertiser fails to supply all materials within 30 days, Publisher cannot guarantee the availability of selected advertising options or positioning.
2. This term of this agreement will run for 12 months from the date set forth above and will renew automatically unless terminated. Either party may terminate without cause by giving 30 days' written notice.
3. Advertiser will compensate Publisher for the term of the listing as specified in Exhibit A by payment in US dollars. If Advertiser fails to make payment in full within 60 days of the initial posting or renewal date, Advertiser's listing/advertising materials may be removed from OINDPnews.com and archived until payment is received by Publisher. Reinstatement may incur a fee of \$150.
4. Publisher's relationship to Advertiser is that of independent contractor, and nothing in this agreement creates or implies any other relationship between the parties.
5. Advertiser hereby represents and warrants to Publisher that Advertiser is the sole and exclusive owner or valid licensee, and/or authorized user of all right, title and interest in and to the images, text, and other materials provided by Advertiser for use in an advertisement. Advertiser will indemnify and hold Publisher harmless against any claims incurred by Publisher due to (i) publication of Advertiser's advertising materials, including, but not limited to, any claims related to intellectual property or copyright infringement, or (ii) Advertiser's breach of this Agreement, as well as any associated costs, including reasonable legal fees.
6. Publisher makes no representation or guarantee of number of visits, impressions, or any other activity regarding Advertiser's supplier listing, and Publisher will not provide data on such activity unless requested.
7. Publisher will not be liable for any damages in the event that the web site cannot be accessed for any reason, including hardware or software failures. Any liability of Publisher under this Agreement shall be limited to the amount paid by Advertiser for the advertisement(s) covered under this agreement during the current advertising period of no more than 12 months. Neither Publisher nor its employees, affiliates, representatives, or assigns shall be liable for special, consequential or incidental damages, or lost profits suffered by Advertiser.

8. This Agreement is deemed to be governed by and construed in accordance with the internal laws of the State of Tennessee in all respects. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts located in Hamilton County, Tennessee, and all parties to this Agreement waive any objection to the jurisdiction of said courts, whether based on convenience or otherwise. The prevailing party will be entitled to costs associated with the dispute, including reasonable legal fees.

9. This Agreement and its exhibits constitute the complete, final, and exclusive Agreement between the parties with respect to the subject matter within, and any amendments or modifications of the Agreement must be made in writing and executed by both parties.

10. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

11. The undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Advertiser.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall be a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

**Select options** (*all as described in Exhibit A*):

**Basic listing** (\$600/12 months or \$500 if combined with an eligible add-on)

*choose category:*  Capsules and blisters  Consultants  Contract manufacturing  
 Contract research  Devices  Education  Excipients  Filling machines  
 Instruments  Particle engineering  Software and modeling

**Add-ons:**

*Preferred placement of basic listing*

category sponsorship (top) (\$800/12 months)  category sponsorship (left column) (\$500/12 months)

*Additional content*

additional boxed listing (\$500/12 months, not eligible for discount, mark category for listing above)  
 additional white paper (\$200/12 months, not eligible for discount)  
 dedicated page (\$800/12 months)

*Web site banners*

main site pages banner, top (\$2400/12 months)  main site pages banner, left column upper (\$1800/12 months)  main site pages banner, left column lower (\$1500/12 months)

news item banner, top (\$1800/12 months)  news item banner, left column upper (\$1600/12 months)  news item banner, left column lower (\$1400/12 months)

banner on category page (\$200/12 months, not eligible for discount)

*Newsletter advertising*

newsletter banner advertising for \_\_\_ months (\$1200/3 months or \$4500/12 months)

newsletter logo for \_\_\_ months (\$600/3 months or \$2200/12 months)

newsletter text ad (\$1000/once)

*Webinar promotion*

webinar page listing (\$400/3 months or \$600/6 months or \$1000/12 months)

featured webinar widget listing (\$400/month)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, 2022.

OINDPnews

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

Beth Ellen Roberts

Owner

Advertiser:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **SUPPLIER LISTING/ADVERTISING OPTIONS**

*For supplier listings, you can either provide the copy yourself, or for a fee, OINDPnews can write copy for you based on your materials and subject to your approval. If you provide the copy yourself, there is no setup fee. Fees for OINDPnews writing services available on request.*

#### **BASIC LISTING**

Includes a 50-100 word description of the supplier's products and/or services, an image (maximum size 10,000 sq. pixels) linked to the supplier's web site, a direct link to the supplier's web site, and a link to a white paper posted on oindpnews.com. The listing will appear on one (1) of the pages of oindpnews.com under the heading "Suppliers." The supplier will specify on which of the supplier pages the listing should appear. The supplier page may include listings and/or advertisements from other suppliers of products and/or services.

**Listing fee: \$600/12 months (or \$500 if combined with an eligible add-on)**

#### ***PREFERRED PLACEMENT OF BASIC LISTING***

#### **CATEGORY SPONSORSHIP\***

**Top of page:** Includes guaranteed positioning of the basic listing at the top of the selected supplier page and a 468 x 60 banner ad at the top of that page. (one available per supplier category)

**Left column:** Guaranteed positioning of the basic listing in position 2, 3, or 4 on the category page and a 180 x 150 banner ad in the left column in position 1, 2, or 3. Positioning is first come, first served. (3 available per category)

**Top of page: +\$800/12 months**

**Left column: +500/12 months**

#### ***ADDITIONAL CONTENT***

#### **DEDICATED PAGE\***

A dedicated page for the supplier on OINDPnews that can include any type of content, including animations, videos, images, and links to the supplier's web site.

**+ \$800/12 months**

#### **ADDITIONAL BOXED LISTING\***

Includes the same type of content as the basic listing but appears on a different category page than the basic listing and does not include an additional white paper posting.

**+\$500/12 months**

#### **ADDITIONAL WHITE PAPER**

Additional white paper posting

**+\$200/12 months**

## **WEB SITE BANNERS**

### **MAIN SITE PAGES BANNER AD\***

Banner advertisement on the main site pages, including the home page, events calendar, job listings, etc., and excluding news items, features, and supplier pages. (in rotation with up to 3 others)

**Top of page:** 468 x 60 banner ad at the top of the page  
**+\$2400/12 months** (*there is currently a wait list*)

**Left column upper:** 180x150 banner ad in left column below Twitter button  
**+\$1800/12 months** (*there is currently a wait list*)

**Left column lower:** 180x150 banner ad in left column below “left column upper” banners  
**+\$1500/12 months**

### **NEWS ITEM PAGE BANNER AD\***

Banner advertisement on news item pages (in rotation with up to 7 others)

**Top of page:** 468 x 60 banner ad at the top of that page  
**+\$1800/12 months** (*there is currently a wait list*)

**Left column upper:** 180x150 banner ad in left column below Twitter button  
**+1600/12 months** (*there is currently limited availability*)

**Left column lower:** 180x150 banner ad in left column below “left column upper” banners  
**+\$1400/12 months**

### **CATEGORY PAGE BANNER AD**

Includes a 180 x 150 banner ad in side column of selected supplier category page. Positioning of ad is below category sponsor ads and is first come, first served. Basic listing will appear alphabetically after sponsor listings.

**+\$200/12 months**

## **NEWSLETTER ADVERTISING**

### **WEEKLY NEWSLETTER BANNER\***

Includes 468 x 60 banner ad below news excerpts. Positioning is first come, first served. (maximum of 3, *there is currently a wait list*)

**\$1200/3 months or \$4500/12 months**

### **WEEKLY NEWSLETTER LOGO\***

Includes company logo (150 px wide, max 150 px tall) below weekly newsletter banners. Depending on screen size, the logo will appear either alongside or above the “Other recent articles” section. Positioning is first come, first served.

**\$600/3 months or \$2200/12 months**

### **WEEKLY NEWSLETTER TEXT AD**

One-time appearance in weekly newsletter. Includes 50-100 words of text, image, and link, surrounded

by a border. Heading, link, and border color chosen by advertiser. Positioning below news excerpts and above banners. Limited to one per week.

**\$1,000/once**

### ***WEBINAR PROMOTION OPTIONS***

#### **WEBINAR PAGE LISTING**

For promotion of upcoming or archived webinars. Includes 100 words of text, an image (maximum size 10,000 sq. pixels), and a link. Located on OINDPnews Webinar page.

**+\$400/3 months or \$600/6 months or \$1000/12 months**

#### **FEATURED WEBINAR WIDGET LISTING**

Includes 100 words of text, an image (maximum size 10,000 sq. pixels), and a link. Located in accordion-style widget in right column of home page.

**+\$400/month**

\*eligible for discount when combined with basic listing