

ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is entered into as of the Effective Date set forth on the signature page below between McGinley Orthopaedic Innovations, LLC, a Wyoming limited liability company ("MOI"), and _____ ("Advertiser").

Background

WHEREAS, MOI operates a website at "createwyoming.com" (the "Website"); and

WHEREAS, MOI and Advertiser desire that, subject to the terms and conditions of this Agreement, MOI will allow Advertiser to place one or more advertisements, as more fully identified or described in Exhibit A attached hereto (the "Advertisements") on the Website.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, MOI and Advertiser hereby agree as follows:

1. Advertising.

1.1 General. MOI agrees to place the Advertisements on the Website during the term of this Agreement, but only in strict compliance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed or interpreted so as to prohibit either party from entering into similar agreements with any other parties, and Advertiser expressly acknowledges that it is not receiving any form of exclusivity with respect to its competitors or the providers of services or products that may be competitive with those offered in the Advertisements.

1.2 Obligations of Advertiser.

1.2.1 Content. Advertiser shall be solely responsible for the substance and content of the Advertisements, including (without limitation) any information or disclaimers required by law. Advertiser acknowledges and agrees that MOI has not and will not endorse the Advertisements or the products or services promoted thereby. Notwithstanding the foregoing, if Advertiser desires to revise or change the Advertisements during the term of this Agreement, or if the parties have not expressly agreed as to the content of such Advertisements as of the Effective Date, any such advertising shall be subject to the written approval of MOI, such approval not to be unreasonably withheld, conditioned or delayed. Any such approval shall not constitute an endorsement of the products or services promoted in the Advertisements, nor shall any such approval constitute an opinion by MOI as to the Advertisements' compliance with applicable laws.

1.2.2 Payments.

[] MOI will invoice Advertiser monthly in advance the amount of \$_____ during the term of this Agreement. The first monthly payment will be due and payable on the Effective Date. Advertiser shall pay MOI all amounts due within fifteen (15) days of receipt of invoice.

[] Advertiser has paid to MOI a single, lump-sum amount of \$_____ on the Effective Date as payment for the term of this Agreement.

2. Representations and Warranties of Advertiser.

2.1 Compliance with Laws. Advertiser represents and warrants to MOI that it will comply with all laws applicable to its business and all laws applicable to the Advertisements, including (without limitation) state and federal laws and regulations relating to consumer protection.

2.2 Intellectual Property. Advertiser represents and warrants that it is the owner of all trademarks, service marks, and other intellectual property rights (*e.g.*, copyrights) that it provides in the Advertisements.

2.3 Independent Determination. Advertiser represents and warrants that it has performed its own independent determination as to the appropriateness of using the Website for promoting the products or services identified in the Advertisements.

2.4 Non-Reliance. Advertiser represents and warrants that it is not relying on any statements, promises, representations or warranties of MOI that are not contained in this Agreement.

3. Limited Warranty. MOI provides the Website AS-IS, AS-AVAILABLE and expressly waives any and all warranties, express or implied, relating to the Website, including (without limitation) the warranties of merchantability, fitness for a particular purpose, and non-infringement.

3.1 Website Availability. MOI is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content on the Website. MOI is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any communication attempt due to technical problems or traffic congestion on the Internet or on the Website.

3.2 Advertisements. MOI is not responsible for third party advertisements that are posted on the Website, nor is MOI responsible for the goods or services promoted by its other advertisers.

4. Copyright and Trademark License. Advertiser grants to MOI a fully-paid, non-transferable license to use the Advertiser's trademarks and service marks to the extent necessary for MOI to perform its obligations under this Agreement. Advertiser also grants to MOI a fully-paid, non-transferable license to publish and reproduce the Advertisements to the extent necessary for MOI to perform its obligations under this Agreement.

5. Limitation of Liability.

5.1 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 BELOW, NEITHER PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT PAYABLE UNDER SECTION 2 ABOVE.

6. Insurance. During the term of this Agreement and for a period of one year thereafter, Advertiser shall procure and maintain Commercial General Liability insurance and Advertising Liability insurance, as set forth below, with carriers reasonably acceptable to MOI that holds a then current A.M. Best Rating of A-6 or better and is licensed to do business in the state of Wyoming. Such insurance shall include coverage sufficient to insure

against all harm or damage attributable to Advertiser, with coverage limits in the aggregate of at least \$1,000,000 per occurrence. MOI shall be named as an additional insured on all such policies, and all such policies shall provide that there shall be no cancellation, termination, non-renewal or reduction in coverage without at least sixty (60) days' prior written notice to MOI. Within ten days of the Effective Date (or as otherwise reasonably requested by MOI), Advertiser shall provide to MOI duly executed certificates of insurance confirming such coverage. Such insurance shall not limit Advertiser's indemnification or other obligations under this Agreement.

7. Indemnification. Advertiser shall indemnify, defend and hold harmless, at Advertiser's sole expense, MOI and MOI's subsidiaries and affiliates, and their respective directors, officers, employees, agents, shareholders, partners, members and other agents from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) that are based, directly or indirectly, in whole or in part, on a claim or allegation that:

7.1 arises from or relates to the Advertisements;

7.2 arises from or relates to the products or services promoted in the Advertisements;

7.3 would constitute a breach of the representations and warranties contained in this Agreement; or

7.4 otherwise arise from any act or omission of Advertiser.

8. Term and Termination. This Agreement will become effective on the Effective Date and will continue in effect through the earlier of (i) one (1) year after the Effective Date, unless terminated sooner as provided below.

8.1 By Advertiser. Advertiser may terminate this Agreement if the Website is unavailable for more than 48 hours in any calendar month by giving written notice to MOI of such termination. In the event of termination by Advertiser pursuant to this Section 8.1, Advertiser's sole and exclusive remedy shall be the return of any amounts paid in advance to MOI by Advertiser for the placement of the corresponding Advertisements in succeeding months.

8.2 By MOI. MOI may terminate this Agreement if Advertiser fails to pay any amounts due under this Agreement (i) within ten (10) days of being due or (ii) in an otherwise untimely manner for any two months during the term of this Agreement. In the event of MOI's termination of this Agreement pursuant to this Section 8.2, Advertiser shall remain responsible for any and all unpaid amounts under the Agreement, including payments for any succeeding months during the term of this Agreement.

8.3 Effect of Termination. Sections 2, 3, 5, 6 and 9 shall survive the termination of this Agreement.

9. General Provisions.

9.1 Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties hereto.

9.2 Nonassignability; Binding Effect; Subcontracting. Advertiser shall not assign any of its rights or obligations under this Agreement, or any portion thereof, to any third party without the prior written consent of MOI, which may be withheld at MOI's sole discretion. Any attempting assignment in contravention

of this Section 9.2 shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

9.3 Governing Law. This Agreement and any claims, whether in contract, tort or otherwise, arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without giving effect to principles of conflicts of law that would result in the application of the laws of another jurisdiction. The parties agree that the state and federal courts sitting in Natrona County, Wyoming shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement, and the parties expressly consent to the jurisdiction of such courts and agree that venue is proper.

9.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

9.5 Blue Pencil. If any provision of this Agreement is or is deemed to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**McGINLEY ORTHOPAEDIC
INNOVATIONS, LLC**

[_____]

By :_____

By :_____

Title: _____

Title:_____

Effective Date:_____

EXHIBIT A

Advertisements