

Simple Partnership Agreement with **DOCS 2 DISC** c/o **New Life Recovery®**

The following terms and conditions of the ("**Simple Partnership Agreement**") are contained herein. The **Simple Partnership Agreement** is between client and company. Client will be referred to as "Partner" and company is "**DOCS 2 DISC**" for **New Life Recovery®**:

1. **Terms of Payment.** Annual advertising is payable in advance. Please email us at: newlifesober@gmail.com. We invoice Partner prior to their advertisements being added to the **newliferecovery.com** site. DOCS 2 DISC reserves the right to suspend, or cancel performance of its obligations hereunder (or under any other agreement with Partner) in the event Partner fails to make timely payment hereunder or under any other agreement with DOCS 2 DISC.
  - a. Annual programs are billed annually in advance. All invoices are due on receipt.
  - b. Treatment centers & counselors listed on **New Life Recovery®** must be established in business for a minimum of 4 years, have a program manager on staff (treatment centers), provide live operators answering the business line during normal business hours, and be licensed to do business in their location. Professional affiliations are also important.
2. **Renewal of Partnership Agreements.** Renewal of advertising agreement is as follows. Annual Simple Partnership Agreements are automatically renewed for an additional 12 months, unless a notice to discontinue partnership is received 30 days prior to Partnership Agreement's expiration date.
3. **No Assignment or Resale of Ad Space.** Partner may not resell, assign or transfer any of its rights hereunder, and any attempt to resell, assign or transfer such rights shall result in immediate termination of this contract and the immediate obligation of Partner to pay any payments due or scheduled according to this contract, without liability to DOCS 2 DISC or obligation by DOCS 2 DISC to further perform its obligations under this contract.
4. **Limitation of Liability.** In no event shall DOCS 2 DISC be responsible for any consequential, special, punitive or other damages, including without limitation, lost revenue or profits, in any way arising out of or related to the Simple Partnership Agreement, or publication of the advertisement, even if DOCS 2 DISC has been advised of the possibility of such damages. Without limiting the foregoing, DOCS 2 DISC shall have no liability for any failure or transportation interruption of any kind, work slowdown or any other condition beyond the control of DOCS 2 DISC affecting production or delivery in any manner.
5. **Partners Representation; Indemnification.** Advertisements are accepted upon the representation that Partner has the right to publish the contents of the advertisement without infringing the rights of any third party and without violating any law. In consideration of such publication, Partner agrees, at its own expense, to indemnify, defend and hold harmless DOCS 2 DISC, and its employees, representatives, agents and affiliates, against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by DOCS 2 DISC in connection with any claims, administrative proceedings or criminal investigations of any kind arising out of publication of the advertisement and/or any material of Partner to which users can link through the advertisement (including without limitation, any claim of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices).

6. **Provision of Advertising Materials.** Partner will provide all materials for the advertisement in accordance with DOCS 2 DISC'S policies in effect from time to time, including (without limitation) to the manner of transmission to DOCS 2 DISC, and the lead-time prior to publication of the advertisement. Partner hereby grants to DOCS 2 DISC non-exclusive, worldwide, fully paid license to use, reproduce and display the advertisement (and the contents, trademarks and brand features contained therein) in accordance herewith.

7. **Right to Reject Advertisement.** All contents of advertisements are subject to DOCS 2 DISC'S approval. DOCS 2 DISC reserves the right to reject or cancel any advertisement, insertion order, URL link, space reservation or position commitment, at any time, for any reason whatsoever including belief by DOCS 2 DISC that placement of advertisement, URL link, etc., may subject DOCS 2 DISC to criminal or civil liability.

8. **Construction.** No conditions other than those set forth in the Simple Partnership Agreement shall be binding on DOCS 2 DISC unless expressly agreed to in writing by DOCS 2 DISC, in the event of any inconsistency between the parties, the Simple Partnership Agreement shall control.

9. **Performance & Tracking Reports.** Most all of our clients are already using sophisticated analytics on their sites, and can easily gage the activity associated to the Partnership with **New Life Recovery®**.

10. **Miscellaneous.** This Simple Partnership Agreement (i) shall be governed by and construed in accordance with, the laws of the State of Arizona, without giving effect to principles of conflicts of laws; (ii) may be amended only by a written agreement executed by an authorized representative of each party; and (ii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. Partner shall make no public announcement regarding the existence or content of the Simple Partnership Agreement without DOCS 2 DISC'S written approval, which may be withheld at DOCS 2 DISC'S sole discretion. Both parties consent to the jurisdiction of the courts of the State of Arizona with respect to any legal proceeding arising in connection with the Simple Partnership Agreement.

Thank you for partnering with **New Life Recovery®**.