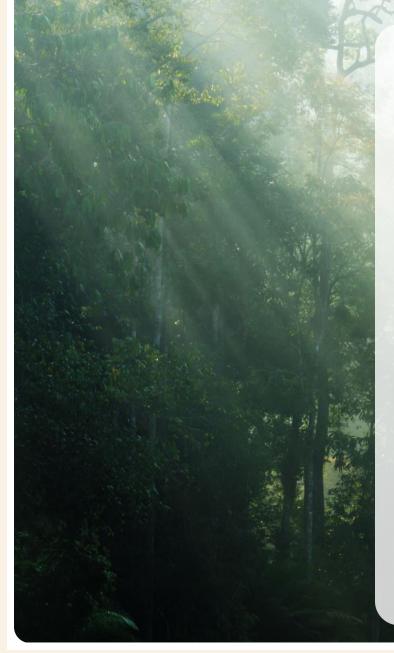
### **DIGITAL ADVERTISING MEDIA KIT**

ADVERTISING & SPONSORSHIP: 01-02 2022

Carla

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# LET US INSPIRE YOU

### WHAT IS MY MOTORHOME LIFE?

Founded in 2021, My Motorhome Life is an online destination for individuals, couples, and families who own, enjoy the use of, or restore recreational vehicles.

**MY MOTORHOME LIFE** 

The **My Motorhome Life** website—along with our social media presence— offers users and followers alike a number of benefits:

- regularly published articles on the RV lifestyle
- technical and how-to guides for the more mechanically-minded visitor
- product reviews
- news about the emerging electric RV segment
- tips for those considering vintage RV ownership, and
- guest contributions from influencers in the RV community.

We also host an online store featuring over one thousand products that have been carefully chosen to satisfy the needs of our audience.

Perhaps the most important benefit of being part of the My Motorhome Life community is the camaraderie and friendships that develop among those enjoying the common interest of RV travel, exploration, recreation, and restoration.

### WHAT DOES OUR BRAND REPRESENT?

My Motorhome Life is much more than a website, social plaform, online shop, and YouTube Channel.

Our brand represents a close-knit, multi-generational and multi-gender, community across regional groups and social networks. And the one essential attribute community members have in common is their enthusiasm for RV travel, the outdoor life, RV restoration, vintage RVs, and the GMC Motorhome.

The My Motorhome Life brand promotes outdoor living, freedom, adventure, community, and fun of RV travel. Our visitors look to the website, social media channels, YouTube, and fellow users as trusted sources of information, support, and fellowship.

Are you looking to connect with a large and diverse group of RV owners who are passionate about the RV lifestyle and the future of electric RV travel?

Let My Motorhome Life take you there.





### **OUR DIVERSE AUDIENCE CONTINUES TO GROW**

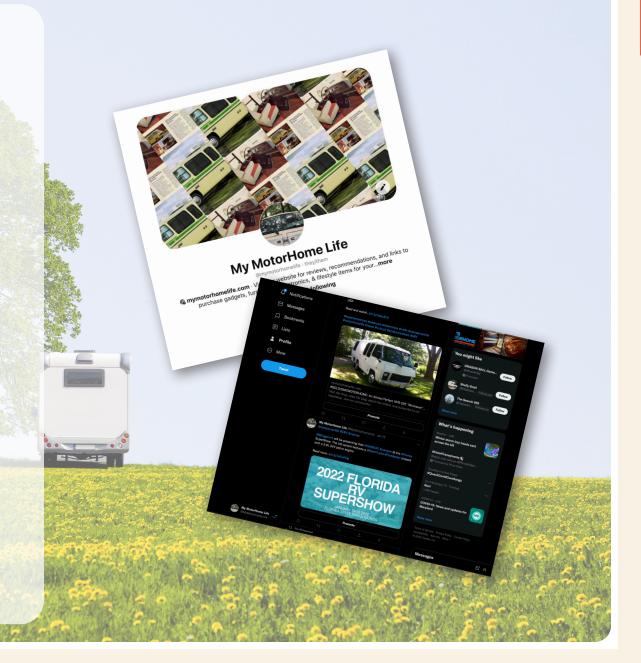
The mymotorhomelife.com website launched August 1, 2021, with a simulanteous launch of our Facebook, Instagram, Twitter, Pinterest, and YouTube presence.

RV owners ("RVers") live life to the fullest. They are constantly exploring new products, sharing their experiences and passing on recommendations to friends, camping neighbors, and their social network followers.

Existing RVers share a passion for the lifestyle with the millions of new owners who have recently joined the community as a result of the current pandemic. As a result, the brand continues to gain new followers as we expand the topics covered on the blog and add new products to the shop.

For the first months of operation (08/01-12/31, 2021) the website had **10,000** users, **13,000** Pageviews, **11,000** unique Pageviews, **1.4** Pageviews per session, with users averaging **1.00** minute spent per page in the first five months of operation.

For the period 08/01-12/31, 2021, videos on our YouTube channel were viewed nearly 22,000 times and accrued 1,100 likes.



# LET US MOTIVATE YOU



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Employing content marketing to engage with our followers on YouTube, Instagram, Facebook, Twitter, Pinterest and with our blog and newsletter subscribers has produced a loyal following of Millenials, Gen X, and Boomers for the My Motorhome Life brand.

> 04-2021 e-commerce data suggests that potential and existing customers are considering the purchase of home and garden, automobile shop tools, and RV products over the next year. Other product categories include propane parts & accessories, pizza ovens, bakeware, power tools, electrical components, heating & cooling appliances, and safety equipment.

The My Motorhome Life brand has the perfect audience for RV component manufacturers and suppliers, outdoor and camping equipment suppliers, safety equipment vendors, and others looking to

reach active and engaged RV owners.

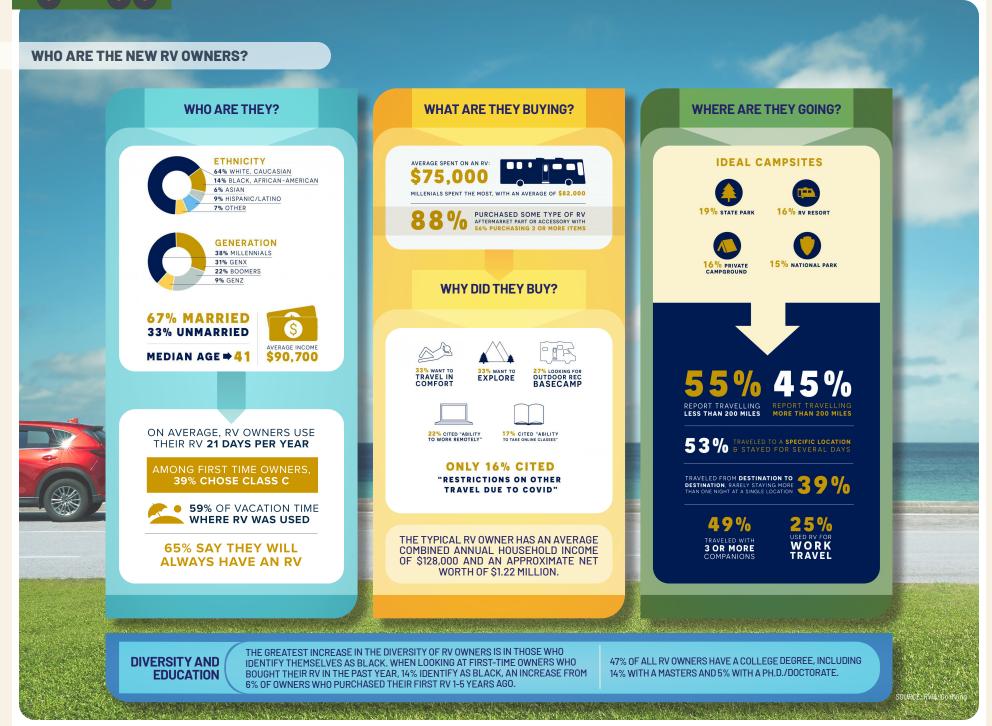
RV owners live life to the fullest. They are constantly exploring new products, share their experiences and pass on recommendations to friends, camping neighbors, and their social network followers.

> With the waning Covid-19 Pandemic, there has been renewed interest and focus on enjoying an active lifestyle that includes time spent outdoors, as individuals, couples, and families find new ways to escape into the countryside. My Motorhome Life focus on all things related to the RV lifestyle, new vehicle developmentc, and living the future electric RV lifestyle.

# LET US INFORM YOU

09





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### **RV OWNER LIFESTYLE PROFILES**

10/0 <sup>of Total</sup> RVers	ADVENTURE SEEKERS	Small but mighty, this group of RV owners knows the world is for exploring. As outdoor enthusiasts that thrive on numerous hobbies, you can find them anywhere there is wilderness to tame – hiking one minute and skiing the next.	
2% of Total RVers	FULL TIMERS	Full Timers have adopted their RV as their home, living within the RV all year and embracing the lifestyle to its fullest. Traveling year round, these nomad owners are set to see the world and appreciate the joys and freedom this lifestyle provides them.	
30/of Total RVers	HAPPY CAMPERS	Happy Campers love RVs and the adventures that they bring. Primarily snowbirds, this group uses their RV as an escape for half of the year from both the weather and their household budget. They simply could not imagine their lives without an RV.	
<b>6 0</b> /of Total RVers	AVID RVERS	Avid RVers are committed to RVing every chance they have, using their RV for one or two seasons every year. To this group, RVs provide both an opportunity for a romantic getaway and a chance to see the best nature has to offer.	11
<b>16%</b>	ESCAPISTS	Committed to the RV lifestyle, this group of owners enjoy the freedom of exploration camping provides. Traveling as a family for up to two months every the year, these owners thrive in water-based activities and anywhere with natural beauty to soak in.	
39% of Total Rivers	CASUAL CAMPERS	Only using their RV for a few weekends a year in the warmer months, Casual Campers have thoroughly enjoyed the RV lifestyle and its provision of relaxation and an escape in nature for years. While a large and satisfied group in total, their low usage and interest in other travel options makes them least committed to the lifestyle.	
<b>33%</b> d'Ital Reco	FAMILY CAMPERS	Most often growing up with an RV, Family Camper owners use camping to bond with family and spark the hobby for the next generation. Limited by their full-time employment, summer tends to provide brief periods of escape for these eager young owners.	

Sector 1

No.

18 1 2

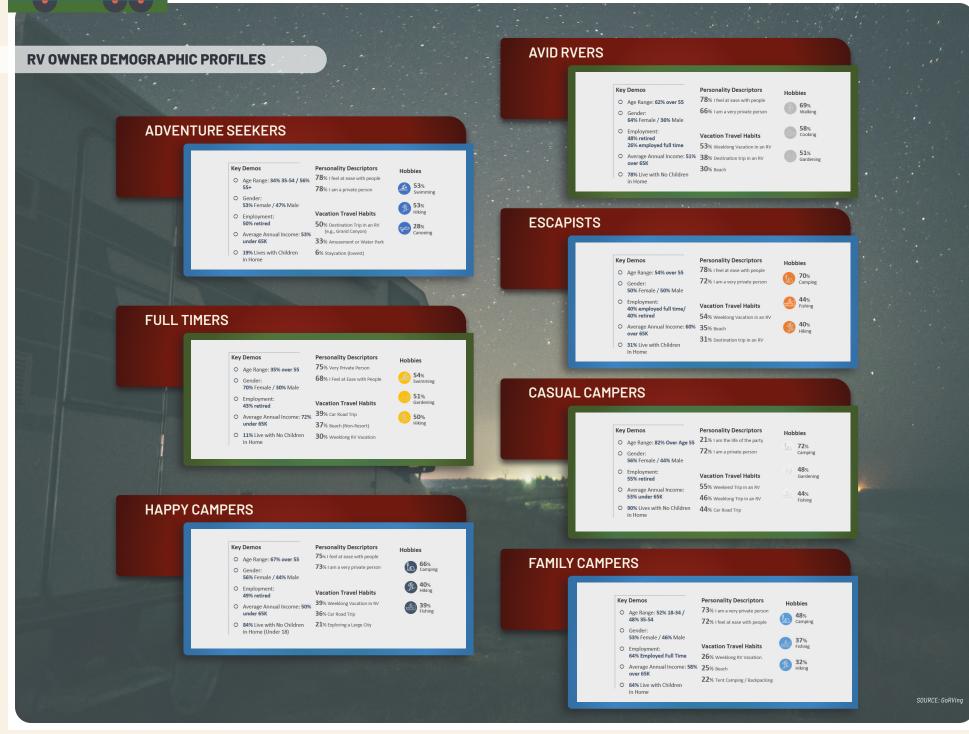
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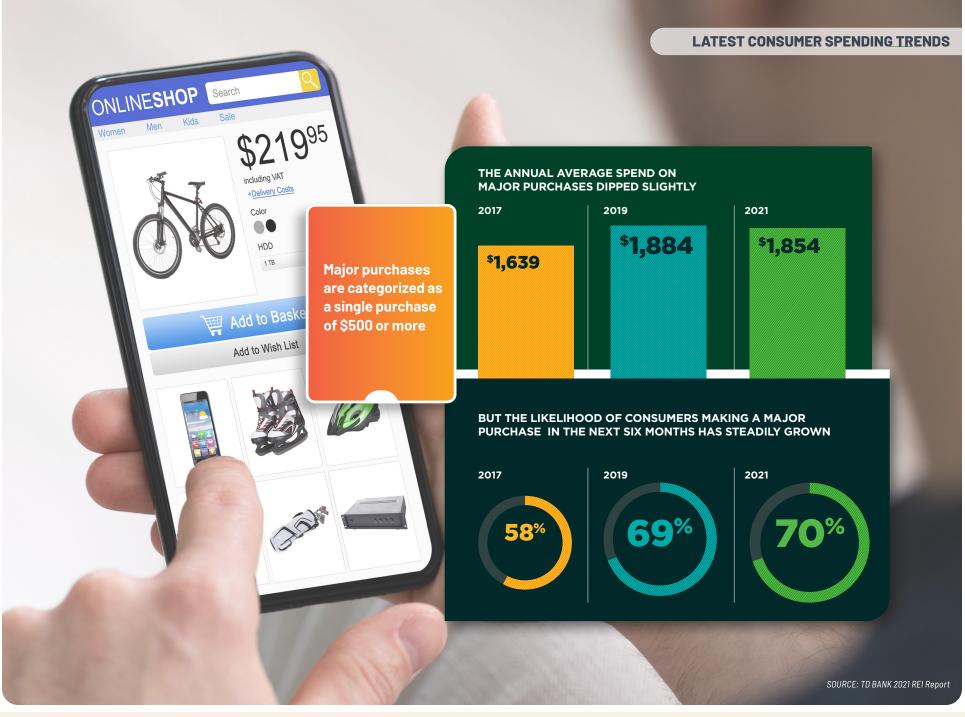
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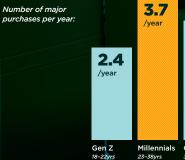
### **THE NEXT GENERATION**

Among current RV owners who plan to buy another RV in the next five year, the numbers for Millennials and Gen Zers stand out, with 84% of 18-to-34-year-olds planning to buy another RV, with a 78% preferring to buy a new model.

RV ownership has increased over 62% in the last 20 years with a record 11.2 million RV owning households, split almost equally between those over and under the age of 55, with significant growth among 18-to-34-year-olds, who now make up 22 percent of the overall market. Millennials, 1982 and 19 be big spend technology purchases. eye on youn Gen Z (ages spending h shape buyin are more s grandparent older

Millennials, born between 1982 and 1996, continue to be big spenders who rely on technology to make major purchases. But keep an eye on younger shoppers in Gen Z (ages 18–22) as their spending habits begin to shape buying patterns that are more similar to their grandparents than their older siblings.

### MILLENNIALS ARE OUTSPENDING OTHER AGE GROUPS



 Millennials
 Gen X
 Boomers
 Silent

 23-38yrs
 39-54yrs
 55-72yrs
 73+yrs

2.5

g; TD BANK 2021 REI Report

3.1

/year

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# **LET US PERSUADE YOU**



**04-2021 WEBSITE PERFORMANCE** Google Website Analytics CHANNELS DRIVING ENGAGEMENT **TOP ACQUISITION CHANNELS DEVICES PEOPLE ARE USING** Social
Direct
Organic Search
Referral Organic Sea 2,580 6.7M **57.5K 9.8K** 9.4K **12.8K IMPRESSIONS URL CLICKS USERS SESSIONS PAGEVIEWS** Google Search Console OURCENSIONERSENTENDONSUUE FOODIE AND WICE

# 🕨 YouTube 🗗 🖸 🕗 💟 👰

### 04-2021 SOCIAL PROFILE PERFORMANCE

AUDIENCE METRICS	No.
Total Audia	

Total Audience		
Total Audience	Totals	% Change
Total Net Audience Growth	1,216	<b>⊅40.4</b> %
Twitter Followers Gained	350	7218.2%
Facebook Page Likes	12	14.3%
Instagram Followers Gained	49	<b>≯</b> 44.1%
Pinterest Followers Gained	225	<b>≯</b> 492.1%
fouTube Subscribers Gained	0	<b>→</b> 0%
	115	▶ 187.5%

	Totals	% Change
MPRESSION METRICS 🛛 🖸 🔽	151,395	¥65.7% צ
otal Impressions	5,006	<b>↗</b> 142.2%
witter Impressions	134,207	69.1% لا
Facebook Impressions	12,182	▶ 130.1%

VouTube 🕤 💿	Totals	% Change
/IDEO VIEWS METRICS 🕒 YouTube 🚱 💿	22,262	⊅581.1%
Video Views	0	<b>→</b> 0%
Twitter Video Views	14	≥74.1%
Facebook Video Views	301	▶ 104.8%
Instagram Post Video Views	21,947	₹ 642.5%
YouTube Video Views		



ENGAGEM	IENT	METE	

Total Engagements	NouTube		
Total Engagements		Tota	als % Change
Twitter Engagements		8,36	7 \31.4%
Facebook Engagements		269	9 715.2%
Instagram Engagements		6,609	₩44.4%
YouTube Engagements		1,014	₹ 514.5%
Engagement Rate (per Impression)		475	₹ 335.8%
		5.5%	₹100.3%



04-2021 YOUTUBE CHANNEL PERFORMANCE

# <figure>

# >OPT7 Aura PRO Smart-Color LED Inte Lighting Kit

MyMotorhomeLife.com

**Product Demonstration** 

# THE 1973-19 GMC MOTORHOME

IT DUESN'T LOOK LIKE A BOX. IT DUESN'T DRIVE LIKE A TRU

A CONVERSATION WITH STEFANIE & JARED KOHL – PART TWO

SOURCE: Google Analytics

# LET US PROMOTE YOU

### **DIGITAL AD REQUIREMENTS**

### **Standard Creative Requirements**

My Motorhome Life accepts the following formats: JPG, GIF or GIF 87/89a.

We do not accept the following content: HTML, DHTML, Java, streaming audio and video banners, sound, mouseovers, pop-ups or interstitials.

### Ad Requirements (Assumes "Retina" Screens) Max File Size: 150K Format: JPG, PNG, Animated GIF

Image Resolution: 144 dpi Screen Resolution: 1440x900 or 1280x720 Palette: Web/1024 color Must include live linking URL and alt text (50 characters maximum, including spaces)

### **Acceptable Banner Sizes**

Size (px)	Name
300×250	Medium Rectangle
728×90	Leaderboard
160×600	Wide Skyscraper
970×250	Billboard
120×600	Skyscraper*
120×240	Vertical Banner*
970×90	Large Leaderboard
250×250	Square
600x300	Half-Page*

### **File Names**

Please name each submitted creative to denote the advertiser, pixel size, and format of the creative: advertiser\_pixel size.format (e.g., mymhl\_300x250.png)

### **Ad Submission**

All online advertisements must be submitted to My Motorhomelife via email using advertising@ mymotorhomelife.com. Large file archives should be sent using WeTransfer.com, a free service. **We do not accept submissions** via Google Drive, Dropbox, OneDrive, iCloud, or FTP.

### **Copy Requirements / Copyright Disclaimer**

The advertiser is solely responsible for the content of the ad and for obtaining permission to use photographs, images, illustrations, fonts, or any copyrighted material. Advertisers and agencies assume full responsibility for any claims arising against publisher, and agree to pay publisher for any expense or loss suffered by reasons of such claims.

Email advertising@mymotorhomelife.com for detailed information on submitting targeted email campaigns and all videos.

### **NEED CREATIVE HELP?**

Graphic design and video production services are available at reasonable rates; contact us for details.

+1 (410) 465-2896



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### WEBSITE ADVERTISING OPPORTUNITIES

MY MOTORHOME LIFE Ad Placement and Sponsored Content	Size	Fee*		
<b>Sidebar: Square or Medium Rectangle Banner</b> The Rectangle Banner provides high visibility for visitors to see your products and services in the online store and blog. Your medium rectangle banner will rotate run-of-site in the blog and shop sidebar.		\$150/month <b>OR</b> \$375 / 3 months		
<b>Priority Placement – Medium Rectangle Banner</b> Achieve high visibility with a Priority Placement. A banner ad will appear run-of-site in the narrow footer with a single heading of your choosing.		\$250/month <b>OR</b> \$675 / 3 months		
<b>Sidebar Banner – Skyscraper</b> The Rectangle Banner provides high visibility for visitors to frequently see your products and services in the online store and blog. Your skyscraper banner is rotate run-of-site in the blog and shop sidebar.		\$350/month OR \$900 / 3 months		
<b>Leaderboard</b> This is the premier position on the website. This banner appears near the top of the website homepage. You can change this banner as often as you like to highlight any special offers of promotions. It will have a predetermined direct link to any URL of your choice to allow for customization and content that will convey your company's message or simply rotate special offers.		\$450/month <b>OR</b> \$1,250 / 3 months		
<b>Product Showcase – Custom Square Banner</b> Highlight single or multiple products in the form of a featured image presented within the website blog feed. You can change the image as often as you like to highlight any special offers of promotions. The image will link to any URL of your choice. Blog subscribers will receive updates if/when your product showcase image or link is changed.	No-larger than 500x500 px	\$600/month <b>OR</b> \$1,500 / 3 months		
<b>Large Leaderboard x 2</b> This is the premier position on the website. This banner appears run-of-site near the top of the website homepage and in the wide footer. You can change this banner as often as you like to highlight any special offers of promotions. It will have a predetermined direct link to any URL of your choice to allow for customization and content that will convey your company's message or simply rotate special offers.		\$900/month <b>OR</b> \$2,400 / 3 months		
Sponsored Content Blog Article Your Sponsored Content Article is prime real estate for all visitors to read about your product or service. Your company will provide images and copy for us to create an article on your behalf. The Sponsored Content article will rotate as the first and last article on the home page news section and is run-of-site on the blog. Blog subscribers will receive updates if/when your product showcase image or link is changed.		\$1,200/month <b>OR</b> \$3,000 / 3 months		
<b>Keyword Search Package</b> Make sure your company appears prominently when specific search terms are used by opting for this Keyword Search Package. Each purchased package includes up to 5 keywords.		\$75/month <b>OR</b> \$150 / 3 months		
*incl. setup, placement, and operating a specific advertisement on the website.				



YOUTUBE ADVERTISING OPPORTUNITIES

Sponsored Content	Impressions	*Fee
YouTube Sponsor Package – Link in description Promote your company, nonprofit organization, product(s), service(s), or call to action on our YouTube channel by providing a line of copy (not to exceed 100 characters and a link that will be inserted into the description box of a single video on our channel.	per 1,000	\$0.01
YouTube Sponsor Package - Video or Static Image Promote your company, nonprofit organization, product, service, or call to action on our YouTube channel by providing a 15-30 second commercial or static image that will be inserted into a single video on our channel before the 2 minute mark static images will run for 5 seconds). In addition, a URL of your choice with supporting copy (not to exceed 500 characters) will be inserted into the description box. Finally, an end screen will link to your website or another landing page of your choice. *(A setup fee of \$150 will be charged for this package)	per 1,000	\$0.015
YouTube Sponsor Package – Sponsored Video Promote your company, nonprofit organization, product, service, or call to action on our YouTube channel by sponsoring one or more videos on our channel. A splash screen will appear after the main open with imagery, animation, video, or ad copythat you will provide. A static or animated logo bug will appear bottom left of the screen throughout the main content. An end screen will link to your website or other landing page of your choice. In addition, a URL of your choice with supporting copy (not to exceed 500 characters) will be inserted into the description box. Finally, an end screen will link to your website or another landing page of your choice. *(A setup fee of \$200 will be charged for this package)	per 1,000	\$0.025
YouTube Sponsor Package – Sponsored Product Review Promote your product(s) or service(s) on our YouTube channel by by suppling a 15-30 second commercial or promotional video that will be inserted after the opening credits of any existing video on our channel. In addition, a URL of your choice with supporting copy (not to exceed 500 characters) will be inserted into the description box. Finally, an end screen will link to your website or another landing page of your choice. Note: we are obliged by the YouTube terms and conditions to indicate that this is sponsored content in the video description box and also at the beginning of the product review video itself. *(A setup fee of \$250 will be charged for this package)	per 1,000	\$0.05
YouTube Sponsor Package – Sponsored Commercial, Call to Action, or Promotion Promote your company, nonprofit organization, product, service, or call to action on our YouTube channel by suppling a 30 second commercial or promotional video (mute or with licensed music bed) and a voiceover script. A male with an English accent will narrate your commerical or promo using the provided script. In addition, a URL of your choice with supporting copy (not to exceed 500 characters) will be inserted into the description box. Note: we are obliged by the YouTube terms and conditions to indicate that this is sponsored content in the video description box and also at the beginning of the product review video itself. *(A setup and studio recording fee of \$200 will be charged for this package)	per 1,000	\$0.075

# LET US WORK WITH YOU



This online advertising agreement(this "Agreement") is hereby entered into on this day (the "Effective Date"), by and between Marco Kathuria d/b/a My Motorhome Life, (the "Host Provider"), and "you" meaning the applicant, (the "Customer"), on the following terms and conditions:

### 1. General Undertaking/Services.

**MY MOTORHOME LIFE** 

The Host Provider operates an Internet website located at: https://www. mymotorhomelife.com (the "Host Site") and a YouTube channel located at: https:// www.youtube.com/c/mymotorhomelife (the "YouTube Channel"). The Host Sites provide up-to-date news and insights covering the RV industry and the emerging electric RV segment; hosts an online shop selling gadgets, parts, and accessories for RV owners, apartment dwellers, and homeowners; publishes product reviews and videos for its users and customers; and it is configured to support third party advertisements. The YouTube Channel provides a variety of video content related to the RV lifestyle and RV owners. Customer wishes to purchase advertising space on the Host Site or to display sponsor message screens or endorsement videos on the YouTube Channel (each, an "Advertisement" or "Ad") and to display banners/buttons of its website (the "Advertised Site") on the Host Site with static or animated banners which, when clicked on by a mouse or tapped by a finger, transports visitors from the Host Site to the Advertised Site; or when a Customer's Start or End Screen graphic or endorsement video is viewed on the YouTube Channel and is clicked on by a mouse or tapped by a finger, transports visitors from the YouTube Channel to the Advertised Site. Customer hereby engages the services of Host Provider to run Advertisement(s) on the Host Site and/or YouTube Channel pursuant to the terms and conditions set forth herein.

#### 2. Submission of Advertisement(s).

The Customer will submit all Advertisements to the Host Provider prior to the finished artwork dates established by "Exhibit A" of the most recent Media Kit and according to Host Provider's advertising submission specifications provided to Customer. Host Provider may, in its good faith and reasonable judgment, reject any Advertisement which is not in the proper format, and/or reject any link to an Advertised Site which is not materially functional and/or which Host Provider considers unsuitable for linking to the Host Site or YouTube Channel; provided, however, that Host Provider shall first provide Customer with a detailed description of any non-compliance along with a reasonable opportunity to cure any such defect(s)(subject to all applicable deadlines as set forth herein). If Host Provider rejects an Advertisement and the Customer is unable or unwilling to comply with Host Provider's submission guidelines, then placement and hosting of the applicable Ad shall be deemed cancelled and Section 10, below, shall apply with respect thereto.

### 3. Fees & Payment Terms/Metrics.

### (a) Advertising Fee.

An advertising fee (the "Fee") will be paid by Customer to Host Provider as compensation for setting up, placing, and operating a specific Advertisement on the Host Site or YouTube Channel pursuant to the terms hereof. The Fee shall be set forth in the applicable Insertion Order(attached hereto on page twenty four(24) of this Media Kit, and henceforth to be known as Exhibit "A" and incorporated herein by this reference), and due upon execution thereof by the parties.

### (b) Prepayment

The first three ads placed by new advertisers must be paid in advance of publication or streaming. 30 days net after first ad run.

(c) Rendering of bill to an advertising agency shall not release Customer in case of non-payment by agency. In the event of non-payment, Host Provider reserves the right to hold Customer and/or its advertising agency jointly and severally liable for such invoices as are due and payable to Host Provicer. Both Customer and advertising agencies should use this authorized advertising agreement or request a copy of the latest iteration from the Host Provider.

### (d) Host Site Metrics.

Additionally, Host Provider will provide to Customer, on a monthly basis, accurate information with respect to the number of Host Site visitors in general. To the extent that the number of visitors for any given month is at least 20 percent (20%) less than as stated in Exhibit "A," than notwithstanding anything set forth herein to the contrary, Customer shall be entitled to a fifteen percent (15%) discount on its Commission for the applicable month. To the extent that this 20%+ deficit exists for at least three (3)

consecutive months, Customer shall be entitled to terminate this Agreement (as a material breach hereunder by Host Provider) pursuant to the termination provisions set forth herein.

### (c) Payments & Taxes.

Customer shall be responsible for interest on all undisputed amounts overdue by more than thirty (30) days at a rate of the lesser of one and one-half percent (1.5%), or the maximum rate allowable by applicable law per month, along with all of Host Provider's reasonable and necessary collection costs, including without limitation outside attorneys' fees and expenses, incurred in connection therewith.

### 4. Operational Matters/Ad Positioning/Exclusivity.

The Host Provider reserves the right in its sole discretion to determine all matters concerning the configuration of hardware, software, telecommunications, system components, advertising categories, and other administrative or operational issues for the Host Site as it deems necessary or helpful in the normal course of business. (a) Ad Positioning.

Host Provider is not providing a guaranteed position to Customer in connection with the Ad(s) placed in the Host Site sidebar or blog feed or Start or End Screen on the YouTube Channel video hereunder yet agrees to use reasonable efforts (subject to Host Provider's standard business practices) to accommodate Customer's written requests in connection therewith.

### (b) Exclusivity.

Host Provider agrees not to publish any third-party banner advertisement on the Host Site or or embed a Start or End Screen or endorsement advertisement on the YouTube Channel if the entity in question is a direct competitor of Customer during the Term (as defined herein).

### 5. Proprietary Rights - Websites.

Each party (or identified third party) owns its respective websites and all material and content contained in it. Nothing herein grants the other party any right, title, or license in a party's intellectual property rights, except only that Customer grants to Host Provider the limited, non-exclusive, non-transferable license to setup and display Advertisements (including any identifying marks contained therein) on the Host Site pursuant to the terms hereof and any applicable Insertion Order. Upon termination or expiration of this Agreement, the Host Provider shall promptly deactivate the Advertisement(s). Nothing herein grants either party the right to publish or use any trademark, servicemark, logo, and/or other identifying mark of the other party in any advertisement, sales promotion, press release, and/or other publicity or marketing materials without such other party's prior written consent in each instance not to be unreasonably withheld. Notwithstanding the foregoing, a brief, non-defamatory mention by one party of the existence of the arrangement set forth herein (without the provision of details of any kind and/or the use of any identifying marks of the other party) shall not be deemed a breach hereof and/or the confidentiality provisions set forth below

### 6. Confidentiality.

(a) Neither party (each, a "receiving party"), along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, subsidiaries, and affiliates (collectively its "Representatives") shall, during the term hereof and for a period of two (2) years thereafter, without the other party's (each, a "disclosing party") prior written approval in each instance (not to be unreasonably withheld), disclose or otherwise make available to any other person or entity (whether acquired on the Effective Date or during the continuance of this Agreement) any information relating to the disclosing party's business plans, products, advertising, innovations, fees, advertising or product concepts, customers, technology, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, operating results, or other business affairs (including without limitation, Host Provider's fees), or any other proprietary or confidential information".

The foregoing shall not apply to Confidential Information which: (i) is or becomes known to the general public (other than as a result of the disclosure, directly or indirectly, by the receiving party or its Representative); (ii) was or is made available to the receiving party or a non-confidential basis from a source other than the disclosing party or any affiliate, provided that such source is not, and was not, to the receiving party's [actual / constructive] knowledge, bound by a confidentiality agreement with the disclosing

party or any affiliate or otherwise prohibited from transmitting such information by contract, legal or fiduciary obligation to the disclosing party, any affiliate, or any third party; or (iii) is required to be disclosed by law, provided the receiving party gives disclosing party notice and an opportunity to seek an appropriate protective order at its own expense.

It is understood that the information required to be held in confidence as herein provided may be disclosed by the receiving party only to Representatives who need to know such Confidential Information for the purposes of fulfilling its obligations hereunder. Such Representatives, prior to any such disclosure, shall be informed of the confidential nature of such Confidential Information, and shall agree [in writing] to be bound by the terms hereof. The confidentiality provisions set forth herein shall also apply separately to each subcontractor or independent contractor selected by Host Provider, and Host Provider shall be responsible for informing any such subcontracted for hereunder. Host Provider shall have such person agree to be bound [in writing] by confidentiality terms no less stringent than those set forth herein.

(b) All Confidential Information furnished to the receiving party by the disclosing party or any third party at the request of the disclosing party shall be and remain the property of the disclosing party. All copies of such Confidential Information in written, graphic, or other tangible form shall be returned to the disclosing party at any time upon the advance written request of the disclosing party or upon the termination of this Agreement for any reason whatsoever, subject to the terms hereof.

### 7. Force Majeure.

Each party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, Acts of God, fires, floods, storms, earthquakes, civil disturbances, terrorism, war, disruption of telecommunications, transportation, utilities or necessary supplies, local, state, or federal governmental action, computer viruses, and incompatible or defective equipment, software or services not supplied by the excused party. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder. If an event of Force Majeure continues for at least six(6) consecutive weeks, Customer shall have the right to immediately terminate this Agreement pursuant to the terms hereof.

### 8. Legal Compliance with Advertising Laws, Rules, and Regulations.

Customer acknowledges that it is Host Provider's business policy to conduct advertising campaigns in general in a manner so as not to: send unsolicited (i.e., spam) email to recipients (unless authorized by federal law); promulgate advertising that is, in any way, false or misleading; misuse or misappropriate another party's intellectual property and/or other third party rights of any kind; send obscene messages to any recipients; and/or use email or other forms of messaging to conduct illegal or immoral activities of any kind as per current, applicable law. Customer and Host Provider each agree not to take any actions inconsistent with this policy, and to make all of each of its employees and agents aware of such policy in order to ensure compliance herewith. A breach of this Section shall be considered a material breach of this Agreement. giving rise to immediate termination rights. Each party further agrees that it will cooperate with the other party in all reasonable respects in its efforts to respect any user's privacy wishes and requests to be unsubscribed from receiving email. Additionally, in connection with any and all tracking services (i.e., of online users' personal information and web searching history), the parties hereto acknowledge and agree that the protection of consumer privacy is a priority of Customer and Host Provider. Each of Customer and Host Provider pledges its commitment to protecting the privacy of consumers, taking all commercially practicable steps to maintain such privacy, and adhering to fair information collection practices with respect to each of its performances under this Agreement. Accordingly, each party represents and warrants that it will act in full compliance with all Federal Trade Commission guidelines and any other applicable laws, rules and regulations then in existence with respect to the collection, use, and sharing of information gathered from consumers.

### **ONLINE ADVERTISING AGREEMENT**

**MY MOTORHOME I** 

### 9. Regulation of Certain Content.

The Host Provider may, in its sole good faith discretion, refuse to assist in the publication of any advertising provided by Customer to Host Provider hereunder if: (i) it does not comply with Host Provider's specific formatting, editorial, and/or publishing guidelines; (ii) it believes in good faith that the Advertised Site, and/or the publication of an Advertisement, violates any applicable law, rule, or regulation (including, without limitation, any federal advertising regulations such as the Truth in Advertising regulations, Children's Online Privacy Protection Act, and/or the CAN-SPAM Act); and/ or (iii) it believes in good faith that such Ad copy does not comply with reasonable moral standards promulgated by Host Provider and/or society in general. Without limitation on the foregoing, the following will not be accepted by Host Provider: (aa) information deemed detrimental to the Host Site and/or any individual or entity; (bb) information deemed abusive, profane, incendiary, defamatory, and/or harassing; (cc) any materials or information taking the form of, or linking to, a "chain letter," or pornographic or obscene movies or graphic images; or (dd) excessive hotlinks. Notwithstanding the foregoing, Host Provider shall, prior to any such refusal, provide Customer with written notification detailing the reason(s) associated therewith in order to provide Customer with a reasonable opportunity to conform the Ad in question.

### 10. Cancellations/Default.

If an Insertion Order is not fulfilled as a result of Customer's cancellation, or if Customer does not provide Host Provider with the requisite pre-payment or advertising material on or before the day it is due (as set forth in Exhibit "A") and pursuant to Host Provider's reasonable specifications in connection therewith, the space purchased shall be deemed forfeited. In such event, Host Provider shall be entitled to the full charge for such space (i.e., as if the Adran). Notwithstanding the foregoing, no payment obligation shall apply: (i) in connection with any cancellation or missed deadline by Customer due to an event of force majeure (i.e., an event beyond the control of the parties, including without limitation, weather, strikes, etc.); or (ii) in connection with any cancellation or missed deadline due to or arising out of the breach by, or negligence of, Host Provider. Additionally, the parties hereto agree to negotiate in good faith with respect to the replacement of any such Ad.

### 11. Liability for Materials.

Host Provider agrees that it will use all commercially reasonable efforts to protect any and all materials supplied to Host Provider hereunder by or on behalf of Customer. Notwithstanding the foregoing, Host Provider will not be liable for any loss, cost or damage thereto, but only to the extent that any such loss, cost or damage is not due to the negligence or willful misconduct of Host Provider (or its employees or agents). In the event that any such loss, cost or damage arises out of Host Provider's (or an employee or agent of Host Provider's) actions or inactions, Host Provider shall promptly reimburse Customer for all reasonable costs associated with the replacing or fixing such materials.

### 12. Mutual Representations & Warranties.

Each party represents and warrants that it is duly organized, validly existing and in good standing in its State of incorporation and has full power and authority to enter into this Agreement and fulfill its obligations hereunder. Customer further represents and warrants to Host Provider that the contents of all final information and materials provided by Customer to Host Provider hereunder (without modification by Host Provider and when used specifically as authorized by Customer) [to the best of Customer's [actual or constructive] knowledge]: (i) are true and accurate in every respect; (ii) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (iii) do not violate the third party rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights). Host Provider further represents and warrants to Customer the following: (i) Host Provider shall not make any changes to Customer's finally submitted Ad copy without Customer's prior written approval in each instance, and shall only use any and all such information and materials specifically as authorized by Customer and in no other manner and for no other purpose; and (ii) The Host Site (in whole and in part), and any materials or information provided to Customer by or on behalf of Host Provider hereunder, [to the best of Host Provider's [actual or constructive] knowledge]: (aa) are true and accurate in every respect; (bb) do not violate any applicable law, rule or regulation (including any and all applicable advertising regulations) and/or the terms hereof; and (cc) do not violate the third party

rights of any person or entity (including, without limitation, intellectual property, privacy, or publicity rights).

### 13. Indemnity.

Each party shall indemnify, defend, and hold the other party harmless from and against any and all costs, damages, loss, or expenses, including, without limitation, [outside] attorney's fees and related costs, to the extent arising out of a breach by such party hereunder (including, without limitation, its representations and warranties), and/or the negligence or willful misconduct of such party. The indemnified party shall provide the indemnifying party with prompt written notice of any claim and give complete control of its defense and settlement to the indemnifying party and shall cooperate in all reasonable respects with the indemnifying party, its insurance company and its legal counsel in its defense of such claim, at the indemnifying party's expense. This indemnity shall not cover any claims in which there is a failure to give the indemnifying party prompt notice, but only to the extent such lack of notice prejudices the defense of the claim. The indemnifying party may not settle any potential suit hereunder without the indemnified party's prior written approval (not to be unreasonably withheld, conditioned, or delayed)

#### 14. Limitation of Liability.

The parties hereto acknowledge and agree that the following provisions are material conditions of this Agreement and reflect a fair allocation of risk between the parties: (a)HOSTPROVIDERMAKESNOEXPRESSOR IMPLIED WARRANTY OR REPRESENTATION TO CUSTOMER THAT OPERATION OF THE HOST SITE WILL BE UNINTERRUPTED. HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE FRROR FREE, HOST PROVIDER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(b) CUSTOMER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION TO HOST PROVIDER THAT OPERATION OF THE ADVERTISED SITE WILL BE UNINTERRUPTED, HAVE FULL FUNCTIONALITY AT ALL TIMES, OR BE ERROR FREE. CUSTOMER WILL NOT BE LIABLE FOR CONSEQUENCES RESULTING FROM ANY INTERRUPTION OF SERVICE, MALFUNCTION, OR ERROR.

(c) EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HOST SITE.

(d) EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL FITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE AMOUNTS PAID BY CUSTOMER TO HOST PROVIDER HEREUNDER.

(f) ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

#### 14. Term & Termination. (a)Term

The term (the "Term") of this Agreement shall commence as of the Effective Date and continue through and including any period that an Insertion Order is in effect (subject to termination as set forth below).

#### (b) Termination.

This Agreement may be immediately terminated by either party without further liability or obligation to the other party if: (i) the other party violates any applicable U.S. state or local laws, rules, regulations, or ordinances (including, without limitation, any applicable advertising regulations); (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement (and/or violates the non-breaching party's fair and reasonable "morals clause," as such term is commonly understood in common law) and, if such breach or violation is curable, it remains unremedied for a period of [seven (7) days] following receipt of written notice thereof

detailing such breach or violation; or (iii) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors. Termination shall have no effect on the parties' rights and obligations hereunder with respect to those provisions which, by their very nature, are intended to survive any termination or expiration hereof, including, without limitation, representations & warranties, indemnifications, accrued payment obligations, limitations on liability, export regulations, and confidentiality.

(c)Following Termination.

In the event of any termination hereunder, [with the exception of a termination by Customer for material breach by Host Provider,] Customer shall pay Host Provider all amounts due to Host Provider up through the effective date of termination. Additionally, upon termination of this Agreement, Host Provider shall transfer to Customer all of Customer's materials in Host Provider's possession or control.

### 15. Disputes, Choice of Law.

The parties hereto agree that any disputes between them respecting the terms hereof shall be submitted to a single arbitrator under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in Court, shall include a written explanation of the decision and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF MARYLAND WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS PRINCIPLES, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE. 16. Export Regulations.

The transfer of technology across national boundaries is regulated by the U.S. Government. The parties hereto agree not to export or re-export (including by way of electronic transmission) any data or technology derived from its own website(s) without first obtaining any required export license or governmental approval. Neither party shall directly or indirectly export or re-export (including by electronic transmission) any regulated technology to any country to which such activity is restricted by any applicable U.S. regulation, rule, or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Aareement.

### 17. Independent Contractors.

The parties hereto are independent contractors with respect to each other and with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive course of dealing. Without limitation on the foregoing, neither party shall have the right to bind the other party to any agreement, covenant, or obligation of any kind without the prior written consent of such other party in each instance.

#### 18. Assignment.

Neither party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party in each instance [such consent not to be unreasonably withheld, conditioned, or delayed].[Notwithstanding the foregoing, either party may be free to assign this Agreement to any [(a) affiliate of such party; or (b)] successor entity of such party that assumes all, or a majority of, such party's assets in writing.

### 19. Miscellaneous.

This document and any attachments incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

### **ONLINE ADVERTISING AGREEMENT**

MY MOTORHOME LIFE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same original.

### SIGNED BY CUSTOMER:

By:	
Authorized Agent of:	FOR OFFICE USE ONLY
Print Name:	DATE:
Date:	ACCOUNT N°:
SIGNED-BY HOST PROVIDER:	CONTRACT Nº:
Ву:	CONTRACTO
Authorized Agent of: <b>My Motorhome Life</b> Print Name: MARCO KATHURIA Date:	
EXHIBIT "A" – FORM OF INSERTION ORDER	
HOST SITE: Website located at https://www.mymotorhomelife.com	
HOST SITE'S AVERAGE MONTHLY VISITORS: 2.3K HOST SITE'S AVERAGE MONTHLY PAGEVIEWS: 3K	
ADVERTISED SITE: Customer's website located at the following url:	
DESCRIPTION (INCLUDING DIMENSIONS) OF ADVERTISEMENT:	
TERM OF AD PUBLICATION: (i) START DATE:	
FREQUENCY OF PUBLICATION/TOTAL NUMBER OF PUBLICATIONS: monthly quarterly	; OR
number of publications (total)be run on a <b>monthly</b> / <b>quarterly</b> basis (circ	cle your selection).
FEE:	
SPECIAL INSTRUCTIONS (including Ad placement information and/or Ad copy due date(s), if and as applicable):	

### **CONTACT US**

### OFFICE

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