

RESTAURANT PARTNERSHIP AGREEMENT

This Restaurant Partnership Agreement (the "Agreement") is made and effective the _____.

BETWEEN: **Global Manna** (the "Company"), a corporation organized and existing under the laws of the _____, with its head office located at:

AND: _____ (the "Restaurant"), a corporation organized and existing under the laws of the _____, with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- A. The Company owns and operates an Internet Site located at www.globalmanna.com (the "Booking Site") which Booking Site contains graphical and text-based descriptions of restaurants menu's. When the hypertext link is selected by the party accessing the site ("User"), the User is transported to the URL to book an order.
- B. The Restaurant owns and operates a restaurant business and desires to use the Booking Site to promote it's services.:

1. ADVERTISING MATERIALS

- a. The Restaurant agrees to submit to the Company, on or before the _____th day after acceptance of this Agreement, advertising materials to be used by the Company which shall meet its Uniform Advertising Specifications set forth and described in Exhibit "A" attached hereto.
- b. The Company has the right and option to approve, in its absolute discretion, the content of any advertising material that the Restaurant submits if the Company finds that it does not meet its Uniform Advertising Specification, if it is objectionable to the Company in any way, if it contains false or misleading information, if it contains any illegal information, if it contains any vulgar or pornographic items, or for any other reason, in the Company sole discretion. If the Company rejects any adverting material that the Restaurant submitted, the Company will notify the Restaurant. Even after the Company accepts the advertising, the Company has the right to remove it if it does not function correctly or for any of the reasons described above. The Company placing the advertising on its page does not signify its approval or waiver of the right to object to it in the future.
- c. The Company has the right to terminate this Agreement if the Company remove or fail to approve any materials that the Restaurant submits in which case any prepaid advertising fee shall be returned to Restaurant. The Restaurant will not have any damages or other remedies, in law or in equity against the Company for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.

- d. The Restaurant may periodically make changes to its advertising material which the Company must also approve. The Company will charge a fee at its standard fee schedule rate for making changes to the Restaurant advertising materials on the Company's site. The Restaurant will provide the Company with all changed materials that Restaurant desires to integrate. The Company will use its reasonable efforts to make the changes that Restaurant submits within days after the Company approve the same.
- e. The Company agrees to provide the advertising formats as described in Exhibit "B" hereto at the pricing rates described in that same Exhibit "B"

2. SERVICES TO BE PROVIDED

- a. The Company does not guarantee any given amount of Impressions to Restaurant's page as a result of its advertising services unless a separate Impression Guarantee Addendum has been executed by both parties hereto.
- b. The Company will use its reasonable efforts to make its Booking Site available for display through the World Wide Web. The Company is not responsible for periodic downtime for maintenance, backup, acts of God, and other circumstances beyond its control or which are a normal part of the Internet business.
- c. The Company shall be responsible for tracking Impressions to the Restaurant site through the advertisements that are included on its site. The Restaurant may use it for its internal business and marketing planning, but may not disclose it to third parties without an advanced written consent.

3. PLACEMENT OF THE ADVERTISING

The Company reserves onto its own discretion all decisions and matters concerning placement of Restaurant's advertisement on pages of the Company Site, software solutions, hardware configurations and selection, system components, categories of advertising, search engine results and search parameters and other operational and administrative matters pertaining to the construction and operation of the Company Site.

4. PROPRIETARY RIGHTS

The Company will retain all proprietary rights in and to its respective sites and other proprietary materials such as copyrights, trademarks, trade secrets, patents and confidential information. The Company do not grant the other any rights in and to such proprietary material except that the Restaurant hereby grants the Company a non-exclusive license to use the advertising material provided, including its trademarks and copyrights, and the right to hyperlink to Restaurant's site from its site during the term of this Agreement. Upon termination of this Agreement, the Company agrees to remove the hyperlink and the advertising materials provided from its site within a reasonable time.

5. REPRESENTATIONS AND WARRANTIES

- a. The Restaurant represents and warrants that the advertising provided is not false and misleading, does not contain any untrue, defamatory, harmful, abusive, vulgar or obscene materials, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights. The Restaurant also warrants and represents that it has the unrestrictive and exclusive right to use all such materials.

- b. The Company makes no warranties that the advertising contained on the Company Site will be free from errors or defects or that the use of the hypertext link or access to its site will be uninterrupted. THE COMPANY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL THE COMPANY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

6. INDEMNIFICATION

The Restaurant will indemnify and hold the Company harmless from and against any claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that the Restaurant has made to the Company and otherwise arising directly or indirectly from the placement of its advertising materials on the Company Site.

7. FORCE MAJEURE

The Company will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system transmission failure, server failure, strike, lockout, or any other situation which is beyond its control.

8. TERMINATION

The Restaurant may terminate this Agreement, with or without cause, by giving [NUMBER] days advance notice of its intent to terminate. The Company reserves the right to terminate this Agreement for any reason, with or without cause, upon _____ days written notice to Restaurant.

9. ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supercedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies.

10. ASSIGNMENT

The Restaurant is not permitted to assign its rights or responsibilities hereunder. If any dispute or lawsuit between the parties arises relative to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

11. NOTICES

All notices called for herein shall be to the parties at the addresses contained in this Agreement and shall be by certified mail, return receipt requested or by reputable national overnight delivery service, such as Federal Express.

12. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of _____. Any and all legal actions relative hereto shall be in the courts of _____.

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

COMPANY

RESTAURANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT "A"
ADVERTISING SPECIFICATIONS

[CREATE THE STANDARDS FOR ADVERTISING MATERIALS TO BE PROVIDED FOR INCLUSION ON THE WEB SITE]