

Traffic Marketplace, Inc. Publisher Agreement

Traffic Marketplace, Inc. ("TMP"), and Publisher, enter into this Publisher Network Agreement ("Agreement") to establish the terms and conditions by which Publisher may enter the TMP Network and market advertisements on behalf of TMP customers. TMP and Publisher agree to be legally bound as follows:

1. Definitions

"Ad" or "Creative" means the graphic or text file(s) provided to Publisher to market on behalf of Advertisers and/or TMP.

"Advertiser" or "Customer" means TMP and/or the advertiser or advertising agency providing Ads to TMP for use on Publisher's Website(s) as specified herein.

"Approved Website(s)" means Publisher's domain(s) and/or specific root URL(s) approved by TMP.

"Click," "Click-Thru" or "Click-Through" means the activation of a hyperlink using a mouse or other input device. The click-through is essential to the interactivity of online advertising.

"Flight Dates" means the time period, and associated start and end dates, over which an Ad runs.

"Impressions" means the number of times an Ad is served to, and received by, a unique visitor on Publisher's Website or other media as measured by TMP.

"Incentivized Traffic" means a Website where Ads are placed where Users have some sort of incentive to click through on Ads.

"Network IP" means the Ads, TMP Code or other intellectual property made available to Publisher in connection with its performance under this Agreement.

"Opt-in" means that the User has made an active, affirmative choice to select the Ad in question in order to be counted as a Unit. Forced, negative choice, passive, opt-out or other types of non-active, non-affirmative choice actions are not "opt-in."

"Opt-out" means that the User is required to make an active and/or affirmative choice in order to not be counted as a Unit. The Website may use a User's collected information unless the User specifically directs the Website not to do so.

"Prohibited Conduct" means conduct during the course of performance of this Agreement that is listed or related to the proscribed conduct listed in Section 3.

"Program" means a specific Advertiser advertising campaign available in the TMP network for Publisher to promote.

"Program Terms" means the special terms and conditions applicable for a specific advertising campaign.

"Publisher Acceptance Email" means an email by TMP clearly communicating acceptance of Publisher's Network Application, which also contains further instructions for Publisher regarding participation in the TMP Network.

"Publisher Media" shall mean the Website, search engine or other electronic media on which Publisher places Ads.

"Unique Click" means the number of times, as recorded by TMP's server, a User viewing Publisher's Media, as identified by a cookie or IP address, clicks on a Creative; provided however, that a click on a specific Creative by a particular User shall only be counted as a Unique Click once every 24-hour period.

"Unique Sign-Up" means a User who Opts-In or Double Opts-In to a Website who is not already a member of or registered with the Advertiser or Advertiser's campaign.

"Unit" means a User's completion of the act requested by the specific Advertiser supplying Ads through the TMP Network.

"User" means any person accessing Publisher's Media.

"Valid Sign-Up" means a Unique Sign-Up that provides complete, valid information as required by an Advertiser.

"TMP Code" means pixels, intellectual property or other computer code provided by TMP for use by Publisher.

"TMP Network" means TMP's affiliated group of Websites who have authorized TMP to insert Ads.

"Website" means an HTML document containing a set of information available via the Internet.

2. TMP Network

(a) **Membership.** Membership in the TMP Network is subject to prior approval by TMP. TMP reserves the right to refuse service to any new or existing Publisher for any reason, in its sole discretion. Approval of membership in the TMP Network is limited to the domain(s) and/or specific root URL(s) for which Publisher has applied for approval by TMP. TMP reserves the right, in its sole discretion and without liability, to reject, omit or exclude any Publisher or Website for any reason at any time with or without notice to Publisher and regardless of whether such Publisher or Website was previously accepted. Without limiting the foregoing, TMP reserves the right to require a potential or existing Publisher to submit detailed descriptions or explanations of the Publisher's Website(s) or application(s) functionality and back-end technology through a questionnaire or survey. Refusal to participate or answers deemed unsatisfactory constitutes grounds for non-acceptance or termination from the TMP Network. This Agreement is voidable by TMP immediately if Publisher fails to disclose, conceals or misrepresents itself in any way. Unless otherwise advised due to technological issues by TMP, any person, Publisher, or affiliated group may have only one account; however, each account may include multiple Websites/domains. In the event Publisher receives approval from TMP for multiple Websites/domains, each and every Website/domain is obligated and bound by these same terms and conditions. In any event, TMP reserves the right to reject or approve additional Websites, and is under no obligation to accept any Website(s), even if the additional Website(s) is the property of an already approved Publisher. All activity for a given account will be consolidated into one report.

(i) **Sub-Publishers.** From time-to-time, Publisher may desire to use its business partners and associates to fulfill the obligations or exercise the rights under a particular Program. For the purposes of this section, any business partners or associates of Publisher that participate in or perform any activities for Publisher as part of this Agreement shall be deemed to be a "Sub-Publisher." TMP reserves the right to review and approve or reject any and all Sub-Publishers used by Publisher and may revoke prior approvals of any Sub-Publisher at any time. Sub-Publishers must meet the same criteria for approval as the Publisher as set forth in this Agreement and must comply with all the terms and conditions that are applicable to Publisher under this Agreement or under Program Terms. Publisher is responsible for and shall fully and unconditionally indemnify TMP for any and all actions of any Sub-Publisher, including payment of legal fees and costs if necessary. TMP may terminate a Publisher at any time based on the actions of that Publisher's Sub-Publishers. Once a Sub-Publisher has been officially approved by TMP, notices to the Publisher shall be deemed notice to that Publisher's approved Sub-Publishers. TMP further reserves the right to withhold or refuse payment to any Sub-Publisher for any reason whatsoever. TMP further reserves the right to withhold or refuse payment to any Publisher should its Sub-Publishers breach this Agreement.

(b) **Network Application.** Publisher agrees to provide TMP and Advertiser's with accurate information about Publisher and your promotional methods, and to maintain up-to-date "Account" information (such as contact information, Web sites used, etc.). In Your TMP Account, Publisher must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. TMP's acceptance of Publisher's Network Application shall in all cases be evidenced by a Publisher Acceptance Email. If a Publisher Acceptance Email is not sent to Publisher or Publisher does not begin participation in the TMP Network in a timely manner upon receipt of such an email, then this Agreement shall be of no force and effect, and TMP shall have no obligation to Publisher hereunder.

(c) **Services.** Publisher understands and agrees that from time to time the TMP services hereunder may be inaccessible, unavailable or inoperable for any reason, including, without limitation, (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which TMP may undertake from time to time; or (iii) causes beyond the control of TMP or which are not reasonably foreseeable by TMP, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of Websites or interfaces, network congestion or other failures. While TMP will attempt to provide the services on a continuous basis, Publisher acknowledges and agrees that TMP has no control over the availability of the services on a continuous or uninterrupted basis. Publisher also understands and agrees that TMP is not responsible for the functionality of any third-party Website or interface. Terms of this Agreement are subject to TMP hardware, software, and bandwidth traffic limitations. TMP's failure to deliver because of technical difficulties does not represent a failure to meet the obligations of this Agreement.

(d) **TMP Websites.** For purposes of this Agreement, all Websites that are owned, operated or hosted by or on behalf of TMP, including, without limitation, TMP's branded Website at <http://www.Trafficmarketplace.com>, are referred to herein collectively as the "TMP Websites." Publisher agrees that it will not use the TMP Websites or any content therein or data obtained therefrom for any purposes other than to fulfill its obligations under this Agreement and that Publisher will not disseminate any of the information contained on the TMP Websites. Publisher agrees that it will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access or manage its account with TMP or to monitor or copy the TMP Websites or

the content contained therein except via automated means expressly made available by TMP, if any, or authorized in advance and in writing by TMP (e.g. TMP-approved third-party tools and services). The TMP Websites may contain robot exclusion headers and Publisher agrees that it will not bypass TMP's robot exclusion headers (including using any device, software or routine to accomplish that goal), or to interfere or attempt to interfere with the proper working of the TMP Websites or any program thereon, or the TMP system. Without limitation to the foregoing, Publisher further agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the TMP Websites, any programs thereon, or TMP's infrastructure, as determined by TMP.

3. Website Content and Prohibited Conduct

(a) **Prohibited Websites.** TMP Code and Network IP shall not be used on Websites that contain forums, discussion boards, chat rooms, or any content area that is open to public updates without regulation without prior written approval of TMP.

(b) **Prohibited Conduct.** TMP does not accept Websites that produce, promote, relate to or have characteristics of Prohibited Conduct. "Prohibited Conduct" is defined as:

(i) **Ad Placement & Tracking.** Publisher shall not: (1) intentionally place Creatives on blank web pages or on web pages with no content; (2) place Creatives on non-approved Websites or web pages, or in such a fashion that may be misleading or deceptive to the User; (3) incentivize or offer points, rewards, cash or prizes for any User action unless it is expressly noted that the campaign is an incentive offer; (4) place misleading statements near an Ad (i.e., "You will win \$5,000"); (5) redirect traffic to a Website other than that listed by the particular Advertiser; (6) ask Users to take advantage of Ads or offers other than those listed by the particular Advertiser; (7) serve Creatives, or drive traffic to such Creatives, using any downloadable applications without the prior written approval of TMP, which, if provided, is subject in each case to the following conditions: Creatives delivered in approved downloadable applications may only be shown once per User session when the application is active, enabled and clearly recognizable by the end User as being active and enabled. Serving Creatives at anytime when the downloaded application is not active is strictly prohibited and grounds for immediate termination without pay; (8) use invisible methods to generate Impressions, Clicks, or transactions that are not initiated by the affirmative action of the User; (9) engage in any advertising via facsimile or telemarketing; or (10) attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Website tags, source codes, links, pixels, modules or other data provided by or obtained from TMP that allows TMP to measure Ad performance and provide its services.

(ii) **Websites.** Publisher shall not place any Creative or Network IP on Websites that contain, promote, reference or have links to: (1) profanity, sexually explicit materials, hate material, material that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other material deemed unsuitable or harmful to the reputation of TMP and/or its Advertisers; (2) software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity; (3) illegal activities or advice, deceptive acts or practices or violations of the intellectual property or privacy rights of others; (4) non-English language pages, or free hosted pages (i.e., Geocities, Xoom, Tripod, Talk City, etc.); (5) Websites under construction, hosted by a free service, or that do not own the domain they are under; (6) charity clicks/donations, paid to surf, active x downloads, no content (link site), all affiliate links; or (7) activities generally understood as Internet abuse, including but not limited to the sending of unsolicited bulk electronic mail or the use of Spyware. For purposes hereof, "Spyware" shall mean computer programs or tools that (i) alter a computer User's browser or other settings or use an ActiveX control or similar device to download ad supporting software without providing fair notice to and obtaining affirmative consent from the User; (ii) prevent a computer User's reasonable efforts to block the installation of or disable or remove unwanted software; (iii) remove or disable any security, anti-Spyware or anti-virus technology on a User's computer; (iv) send email through a User's computer without prior authorization; (v) open multiple, sequential, stand-alone advertisements in the consumer's Internet browser which cannot be closed without closing the Internet browser or shutting down the computer; or (vi) other similar activities that are prohibited by applicable law.

(iii) **Search.** Publisher shall not: (1) violate guidelines of any search engines being utilized; (2) engage in search engine spam, doorway pages, cloaking, etc.; (3) bid on any trademarked names or terms in any PPC/"keyword"/"adword"/campaign unless given express written permission by TMP; or (4) conduct search ads falsely suggesting a link between TMP and a third-party or otherwise infringing on a third-party's intellectual property or privacy rights.

(iv) **Email.** Publisher shall not: (1) use any name other than Publisher's or Advertiser's in the "from" box when sending an email to a consumer; using any other name, including but not limited to TMP's name, is prohibited and will result in non-payment and immediate termination; (2) use deceptive or misleading subject lines; (3) send any commercial email to any person who has requested not to receive email from Publisher and/or Advertiser; or (4) use any name contained in TMP's suppression list for any purpose other than as expressly provided herein. Publisher understands that upon doing so it automatically forfeits the right and claim to any revenue generated for its account, and Publisher's account may be immediately terminated. All email campaigns must be conducted in accordance with the terms of Exhibit A to this Agreement.

(v) **Co-Registration.** Publishers who operate co-registration campaigns to generate information submitted by users or leads ("Leads") for Advertisers, shall: (1) obtain written pre-approval from TMP, and if necessary the applicable Advertiser, for (a) all sites to be used by the Publisher for each Program and (b) the transfer of leads in the form of either a successful post for real-time transfer or approval of the test file for batch or FTP files; (2) establish and prominently display on Publisher's website a privacy

policy that permits the collection, use and transfer of data as contemplated by the co-registration campaign; (3) ensure that all Lead data is stored in a secure manner, consistent with industry standards; (4) ensure that the Leads provided (i) meet the TMP and Advertiser campaign requirements, (ii) are not fraudulently obtained, including but not limited to modifying approved lead generation forms, publishing an offer on an unapproved site, utilizing automated software or manpower to complete co-registration forms, incentivization of co-registration forms and/or a publisher's inability to provide the user IP and time/date stamp for each lead; (iii) comply with specific co-registration program requirements, including but not limited to not exceeding any established lead caps and/or promoting a co-registration offer prior to TMP's written approval of creative and data transfer. TMP may determine in its sole discretion whether leads are considered valid. All right, title and interest in the Leads shall vest exclusively with TMP or its Advertisers and Publisher may not use, sell, transfer or assign or attempt to monetize the Leads for its own purposes.

4. Ad Content and Placement

(a) **Compliance with Industry Standards.** Publisher agrees to undertake and complete the services as specified by the TMP Network, including all Ad placement restrictions or channels specified, in accordance with the highest industry standards. Publisher shall position the Ads in such a manner to assure that they are fully and clearly visible to consumers and displayed in a similar manner as other merchants included in the Website or email.

(b) **No Modifications to Creative, Code or Network IP.** Except as permitted under this Agreement, Publisher shall not alter, copy, modify, take, sell, re-use, or divulge in any manner any Creative, Network IP or computer code provided by TMP without TMP's prior written consent. Publisher may not redirect traffic to a Website other than that listed by TMP or the Advertiser, or ask Users to take advantage of other Ads or offers other than those listed by TMP or Advertiser. Any TMP Network IP or content which is copied, changed or altered without prior written consent will result in non-payment for the campaign and may result in termination. Any approved modifications to TMP Code or Network IP shall be owned solely by TMP.

(c) **Requirements.** Publisher shall be solely responsible for placing Ads on the Publisher Media, which placement shall be subject to the terms and conditions of this Agreement and any offer-specific Advertiser Program Terms. Publisher also is responsible for full delivery of valid data in the requested format as specified through the user interface or by a TMP representative. Publisher shall only place Ads on Approved Websites. TMP pop-under windows cannot be launched from Websites that launch more than a total of two pop windows, including the TMP pop-under.

(d) **Flight Dates and Unit Caps.** Where Advertiser has set specified Flight Dates for an Ad and/or capped the Units it is purchasing, Publisher shall not place Ads after either limitation is met. Publisher also shall not run an Ad after Advertiser has posted new Creative to run in lieu of such Ad. TMP reserves the right to pay Publisher only for Units delivered using the proper Creative and/or within the Flight Dates or Unit limitations. PUBLISHER AGREES TO REVIEW THE AVAILABILITY OF CREATIVES THAT IT HAS PLACED WITHIN ITS MEDIA ON A REGULAR AND TIMELY BASIS. IT IS THE PUBLISHER'S SOLE RESPONSIBILITY TO CHANGE CREATIVES WITHIN ITS MEDIA WHEN A CREATIVE IS NO LONGER AVAILABLE IN THE TMP NETWORK OR HAS NO UNITS REMAINING FOR DELIVERY. TMP ASSUMES NO RESPONSIBILITY TO NOTIFY PUBLISHER WHEN AN AD IS NO LONGER AVAILABLE IN THE TMP NETWORK OR HAS NO UNITS REMAINING FOR DELIVERY.

(e) All email campaigns are subject to the additional terms set forth in Exhibit A.

5. Data Qualification and Integrity; Network Quality

(a) TMP will only pay for Unique and Valid Sign-Ups, as defined above. Any data submitted that is not a Unique or Valid Sign-Up will not be paid. Upon payment, TMP shall have no further obligation to Publisher. TMP and/or its Advertisers, in their sole discretion, shall have the right to market and re-market the person(s) and or data represented in the Unit, without further obligation to Publisher.

(b) TMP will not pay or compensate Publisher in any way for leads or acquisitions that have been received and rejected by an Advertiser for any reason, including but not limited to duplicates, invalid data, incomplete data, or fraudulent data, or for leads or acquisitions that have been determined by TMP, in its sole discretion, to be duplicates, invalid, incomplete or fraudulent. In the event that Publisher has already received payment for such leads or acquisitions, TMP reserves the right to seek credit or remedy from future earnings or to demand reimbursement from Publisher. The Unit price for Valid Sign-Ups offered to and accepted by Publisher includes compensation for such invalid data and the price for Valid Sign-Ups would otherwise be less.

(c) Publisher shall not generate Clicks, sign-ups or leads by (i) auto spawning browsers, automatically redirecting Users, or any other technique of generating "automated" Click-Throughs; (ii) falsely generating User data; (iii) posting User data that is older than 48 hours; (iv) requiring Users to click on an Ad before entering any area of a Website; or (v) Prohibited Conduct.

(d) All Click-Throughs must (i) go through TMP's gateway; a(ii) be recorded by TMP's server; and (iii) include Publisher's unique tracking code.

(e) TMP will not tolerate or accept any activities it deems harmful or potentially damaging to its reputation and/or business, or that of its Advertisers, including but not limited to the activities prohibited under this Agreement. TMP employs individuals who actively monitor the Publisher Websites within the TMP Network to ensure that Advertisers are receiving the highest quality leads. TMP also has developed an advanced anti-fraud system and regularly audits Publisher traffic. Publishers that commit fraudulent activities, including but not limited to false clicks, leads, acquisitions, or impressions, will not be compensated for fraudulent leads and may have their accounts terminated from the TMP Network.

6. Proprietary Rights

(a) **Licenses.** Provided that Publisher complies with all provisions of this Agreement, TMP hereby grants to Publisher a nonexclusive, nontransferable, limited, revocable license to use, execute and display the Network IP solely for the purpose of performing its obligations hereunder. Except for the limited license expressly granted in this Section, nothing in this Agreement shall be construed as TMP granting Publisher any right, title or interest in Network IP or TMP or Advertiser's proprietary rights. Publisher shall not interfere with TMP or Advertiser's proprietary rights. Publisher acknowledges and agrees that TMP and/or Advertiser owns all right, title and interest in and to the Network IP and all related intellectual and proprietary rights of any kind anywhere in the world. Publisher's use of the Network IP or the results created thereby, or dissemination or distribution of this information except as expressly permitted by this Agreement is strictly forbidden and will result in the termination of this limited license and may result in Publisher in non-payment and being held liable under applicable law.

(b) **Intellectual Property Ownership.** Subject to the limited licenses granted to TMP and Publisher hereunder, each party shall own and retain all right, title and interest in its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, know how and proprietary technology, including without limitation, those trade names, logos, trademarks, service marks, trade dress, copyrights, patents, testimonials, endorsements, know how, trade secrets and proprietary technology currently used or which may be developed and/or used by it in the future ("Intellectual Property"). Except as provided in this Agreement, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works or otherwise use any of the Intellectual Property of the other party without the express prior written consent of such party.

(c) **Data Ownership.** Publisher understands that all data, including but not limited to personally identifiable information provided by Users in response to an Ad and any and all reports, results, and/or information created, compiled, analyzed and/or derived by TMP from such data is the sole and exclusive property of Advertiser and/or TMP and is considered Confidential Information pursuant to this Agreement. TMP and/or its Advertisers, in their sole discretion, shall have the right to market and re-market the Users and/or data without further obligation to Publisher. Publisher shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such information, or any portion thereof, to any third-party. Unless otherwise agreed to in writing by the parties, any other use of such information is strictly prohibited.

7. Representations and Warranties

(a) **Publisher Responsibility.** The parties hereby acknowledge that Publisher is solely responsible for the method of dissemination of the Ads, and that TMP will not have any control over the method of dissemination and is relying entirely on these warranties made by Publisher.

(b) **Publisher Warranties.** Publisher represents, warrants, covenants and acknowledges that (i) it will provide and maintain the resources, personnel and facilities suitable to perform its obligations under this Agreement; (ii) it will comply with all applicable federal, state and local laws, rules and regulations including, without limitation, laws relating to advertising, the Internet, privacy, email, and unfair business practices; (iii) it will not engage in Prohibited Conduct; (iv) it will comply with its privacy policy; (v) it will not participate in any performance based advertising relationship with any Advertiser that Publisher became aware of through the TMP Network, while an approved TMP Publisher and for 180 days thereafter, unless a previously existing business relationship between Advertiser and Publisher can be established; (vi) Publisher is at least 18 years of age on the effective date of this Agreement; and (vii) TMP does not make any specific or implied promises as to the successful outcome of any campaigns.

(c) **Mutual Warranties.** Each party represents and warrants to the other that (i) it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this Agreement; (ii) neither the execution, delivery, nor performance of this Agreement will result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound; and (iii) such party acknowledges that the other party makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

8. Privacy

(a) **Obligations.** Internet consumer privacy is of paramount importance to TMP, its subsidiaries and its Advertisers. TMP is committed to protecting the privacy of consumers and Advertisers, and to doing its part to maintain the integrity of the Internet. Publisher therefore affirms and attests that it will adhere to fair information collection practices with respect to its performance under this Agreement.

(b) **Privacy Requirements.** Publisher shall clearly post on its Website(s) an easy to understand privacy policy that (i) is in compliance with all FTC guidelines and any other applicable laws, rules and regulations with respect to online privacy; (ii) identifies the nature and scope of the collection and use of User's information gathered by Publisher and offers the User an opportunity to opt-out from such collection and use of the data; and (iii) contains language similar to the following:

"We have contracted with TMP to monitor certain pages of our website for the purpose of reporting website traffic, statistics, advertisement "click-throughs," and/or other activities on our website. Where authorized by us, TMP may use cookies, web beacons, and/or other monitoring technologies to compile statistics about our website visitors. For more information about how information is collected and used by TMP, please see TMP's privacy policy at [http:// www._____.com](http://www._____.com)"

Publisher shall fully comply with the privacy policy posted on Publisher's Website(s) at all times. Publisher shall notify TMP at least three (3) business days in advance of any changes to any applicable privacy policy and shall provide TMP with a revised copy of the privacy policy prior to the effective date of the change(s).

(c) **Cookies.** Publisher acknowledges that (i) cookies are important devices for measuring advertising effectiveness and ensuring a robust online advertising industry; and (ii) efforts are required to increase User awareness about the use of cookies and their role in providing free content and other benefits to Users. Publisher agrees to take such steps as may be commercially reasonable and appropriate to promote User awareness about cookies or similar devices as may be identified by TMP.

9. Payment

(a) **Payment Rate.** TMP reserves the right to set campaign rates, which may vary with market conditions. Publishers typically will be paid on or about the 15th of the month following the month in which (i) earnings are accrued or (ii) an Advertiser confirms an action. Publishers will be paid at the account level. All accounts will be settled in US dollars (USD\$). No check will be issued for any amount less than USD\$100 ("Minimum Payment Threshold"). All unpaid earnings will rollover to the next pay period. Any Publisher account that goes unpaid for six months becomes subject to immediate payoff and dismissal from the TMP Network. As a condition to TMP's obligation to make payments hereunder to Publisher, Publisher must (i) pass TMP's business identity examination and (ii) have on file with TMP a completed and accurate W-9 (for US-based Publishers) or a completed and accurate W-8 (for non-US-based Publishers). Publisher payments will be withheld until the appropriate taxation documents are received by TMP. If the required tax documents are not on file with TMP within three months of the date of a scheduled payment, TMP may charge a monthly administrative fee, representing TMP's cost of establishing and maintaining Publisher's account, equal to 25% of the original balance. All payments are based on actuals as defined, accounted and audited by TMP. TMP reserves the absolute right to withhold payment from accounts or Publishers that violate any of the terms and conditions set forth herein. TMP will determine, in its sole discretion, whether acts or omissions are deceptive, fraudulent or violate this Agreement. Examples of such acts may include, without limitation, Clicks without referring URLs, high numbers of repeat Clicks, Clicks from non-approved root URLs, and fraudulent leads.

(b) **Chargebacks.** An Advertiser may apply, or TMP may apply, a debit to a Publisher's account in an amount equal to a payment previously paid or credited to Publisher in circumstances of : (i) product returns; (ii) duplicate entry or other clear error; (iii) non-bona fide transactions; (iv) non-receipt of payment from, or refund of payment to, the User by the Advertiser; (v) Publisher failure to comply with Advertiser's Program Terms or other agreement with Advertiser; or (vi) non-payment by the Advertiser to TMP ("Chargeback"). Chargebacks may be applied to Your Account at any time, including previous payment cycles. TMP shall have no obligation to make payment to Publisher for which TMP has not received payment from the relevant Advertiser of all monies due to TMP (including for all amounts owed by such Advertiser to any of such Advertiser's Publishers). Publisher's recourse for any earned payments not paid due to Advertiser's failure to pay TMP shall be to make a claim against the relevant Advertiser(s), and TMP disclaims any and all liability for such payment.

(c) **Breach or Fraud.** If Publisher violates this Agreement or Program Terms, refuses to fulfill its responsibilities, or commits fraudulent activity, TMP reserves the right to withhold payment and take appropriate legal action.

(d) **Calculation.** Calculation of Publisher earnings shall be in TMP's sole discretion. In the event Publisher disagrees with any such calculation, Publisher shall immediately send a written request to TMP detailing, with specificity, Publisher's concerns. Thereafter, TMP will provide Publisher with an explanation or, if such calculation is determined by TMP to be incorrect, an adjustment. TMP's calculations shall be final and binding.

10. Indemnity

Publisher is solely responsible for any legal liability arising out of or relating to (i) Publisher's Website(s); (ii) any material to which Users can link through Publisher's Website(s); and (iii) any consumer and/or governmental/regulatory complaint arising out of any campaign conducted by Publisher, including but not limited to any spam or fraud complaint and/or any complaint relating to failure to have proper permission to conduct such campaign to the consumer. Publisher shall indemnify, defend, and hold harmless TMP and its officers, directors, employees, agents, shareholders, partners, affiliates, representatives, agents and Advertisers (collectively "TMP Parties") harmless from and against any and all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") incurred by, or imposed or asserted against, the TMP Parties which, if true, would constitute or relate to any claims, suits, or proceedings for (a) libel, defamation, violation of rights of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third-party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with Publisher's Website(s); (b) any breach by Publisher of any duty, representation or warranty under this Agreement or Program Terms; (c) any breach by TMP of any duty, representation, or warranty to provide Ads for placement on Publisher's Website(s) due to any breach by Publisher of this Agreement; (d) a contaminated file, virus, worm, or Trojan horse originating from Publisher's Website(s); or (e) gross negligence or willful misconduct by Publisher.

11. Limitations of Warranties and Liability

(a) **Disclaimer of Warranties.** ALL SERVICES PROVIDED BY TMP ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TMP MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. TMP IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

(b) **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL TMP BE LIABLE TO PUBLISHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF TMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL TMP BE RESPONSIBLE FOR ADVERTISER'S VIOLATION OF APPLICABLE LAW OR REGULATIONS, INCLUDING BUT NOT LIMITED TO DECEPTIVE ADVERTISING OR CAN-SPAM. IN NO EVENT SHALL TMP'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE LESSER OF THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION OR ONE THOUSAND DOLLARS (\$1,000.00). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST TMP MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

(c) **Consideration.** PUBLISHER ACKNOWLEDGES THAT TMP HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO PUBLISHER.

12. Term and Termination

(a) **Termination.** This Agreement, as may be amended, applies to Publisher for as long as Publisher distributes Ads for TMP. TMP reserves the right to terminate any Publisher from the TMP Network at any time, with or without cause.

(b) **Post-termination.** Upon termination, Publisher agrees to immediately remove from its Website(s) any and all TMP Code and Network IP supplied to Publisher by TMP. Publisher will be paid, in the next scheduled payment cycle following termination, all legitimate, non-fraudulently accrued, earnings due up to the time of termination. If Publisher has not reached the Minimum Payment Threshold, Publisher will be charged an administrative fee representing TMP's cost of establishing and maintaining Publisher's account; such fee to be any balance remaining in Publisher's account.

13. Confidentiality

Each party agrees that it may provide the other with information that is confidential and proprietary to that party or a third-party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). TMP's campaign rates are considered confidential. Each party may use Confidential Information received from the other party only in connection with and to further the purposes of this Agreement. Confidential Information shall not be commingled with information or materials of others and any copies shall be strictly controlled. The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third-party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary

duty; or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, or upon written request by TMP, Publisher must destroy or return to TMP any Confidential Information provided by TMP under this Agreement.

14. Choice of Law and Attorneys' Fees

This Agreement is governed by the laws of the State of California (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts, and, to the extent that federal courts have exclusive jurisdiction, in Los Angeles, California. The parties consent to such venue and jurisdiction and agree to waive the personal service of any process upon them by agreeing that service may be effectuated by overnight mail (using a commercially recognized service) or by U.S. mail with delivery receipt to the last address provided by Publisher. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.

15. Entire Agreement and Modification

This Agreement together with applicable Program Terms, supersedes all prior agreements or understandings between the parties and contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties. Notwithstanding the foregoing, TMP shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least five days prior to the effective date of such Change. Publisher's continued use of the TMP Network after the effective date of such Change shall be deemed Publisher's acceptance of the revised Agreement. No change, amendment, or modification of any provision of the Agreement by Publisher will be valid unless set forth in a written instrument signed by an executive of both parties with the corporate authority to do so.

16. Notice

Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to: (i) for TMP, via registered mail, return receipt requested or via an internationally recognized express mail carrier to: President of Traffic Marketplace, 2101 Rosecrans Avenue, Suite 2000, El Segundo, CA 90245 USA, with a cc to the General Counsel (effective upon actual receipt); and (ii) for Publisher, at the email or physical address listed on Publisher's account (effective upon sending).

17. Assignment

No rights or obligations under this Agreement may be assigned by Publisher without the prior written consent of TMP. Any assignment, transfer or attempted assignment or transfer in violation of this Section shall be void and of no force and effect. TMP and any of its subsequent assignees may assign this Agreement, in whole or in part, or any of its rights or delegate any of its duties, under this Agreement to any party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18. Independent Contractors

Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties is expressly disclaimed. Except as set forth herein, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

19. Marketing

Publisher shall not release any information regarding campaigns, Creatives, or Publisher's relationship with TMP or its Customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of TMP. TMP shall have the right to refer to its work for, and relationship with, Publisher for marketing and promotional purposes, which includes use of Publisher's trademarks and logos on TMP's collateral, sales material and Websites. No press releases or general public announcements shall be made without the mutual consent of TMP and Publisher.

20. Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default

due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

21. Survival and Severability

Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect after such happening. Each party acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. All provisions are inserted conditionally on their being valid in law. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the Agreement, then (i) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

22. Remedies and Waiver

Except as otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

Publisher Network Agreement - Exhibit A Email Campaigns

The following additional terms apply to all email campaigns conducted under this Agreement.

1. Spam Policy

TMP has a strict policy against sending unsolicited commercial email ("UCE"), commonly referred to as "Spam." Publisher warrants and represents that all email Ads delivered under this Agreement will be to permission-based subscribers who either have (i) given Publisher (or a third-party) express consent to allow Publisher to send them such email messages in response to a clear and conspicuous request for such consent or at the recipient's own initiative; or (ii) with whom Publisher has a prior business relationship; and the collection of such email addresses was in full compliance with all applicable laws. TMP prohibits marketing to any email addresses where a consumer has requested to "opt-out." Any claims against TMP from recipients of the email Ads that such email Ads constitute UCE will be directed to Publisher and Publisher will make reasonable efforts to satisfactorily resolve the issue with the recipient. Publisher or its Sub-Publishers may be terminated from the TMP Network if identified as a known spammer by a spam advocacy group, including but not limited to being identified on the Register of Known Spam Operations.

2. Email Lists

(a) All emails sent by Publisher under this Agreement shall be delivered to Email Lists owned or managed solely by Publisher. Brokering third-party deals to deliver Ads without disclosing such to TMP is strictly prohibited and grounds for immediate termination, as well as other legal remedies. To the extent TMP provides such consent, Publisher will only provide Ads to entities who comply with the requirements of this Agreement.

(b) Publisher is required and agrees to maintain at all times during the term of this Agreement, and for a period of three years thereafter, complete and accurate subscriber sign-up/registration data for every subscriber to Publisher's Email List(s). Publisher agrees that, within 24 hours of TMP's request, it shall provide, at a minimum, the following subscriber sign-up/registration data for any email address that Publisher sends an email Ad to: (i) subscriber email address used to sign-up/register for Publisher's Email List; (ii) subscriber's IP address; (3) date and time of subscriber's sign-up/registration for Publisher's Email List; and (iv) location of subscriber's sign-up/registration.

3. Campaign Preparation

(a) Before sending email Ads to its customers, TMP may request Publisher to send test Ads of each email creative to its TMP account manager for approval.

(b) Prior to Publisher sending email Ads to its customers under this Agreement and regularly thereafter for active campaigns, TMP will provide Publisher with its suppression file. Publisher will "scrub" its Email List before mailing the email Ads to ensure that none of the email addresses from either TMP's or Publisher's suppression files or from any email addresses or domains posted by federal or state authorities for which email may not be sent are sent in Publisher's mailings to its customers. Publisher may not use TMP's

suppression file for any other purpose, will return such file after each "scrub" and certify that it has not retained any copies of any portion of such suppression file.

4. Additional Publisher Warranties

Publisher (and its Sub-Publisher's) represents and warrants that (i) it will fully comply with the privacy policy posted on Publisher's Website(s), as well as all applicable laws regulating commercial email, including but not limited to the CAN-SPAM Act of 2003 and any applicable state registry laws; (ii) it will not send any email Ads with false, deceptive or misleading e-mail header information (including, without limitation, source, destination, IP address, routing information, FROM lines or SUBJECT lines); (iii) any and all email Ads sent by Publisher shall accurately identify Publisher or Advertiser as the sender of the email and shall include a valid, working return email address and physical address for recipients to respond to Publisher; (iv) any and all email Ads sent by Publisher shall include a clear, conspicuous, easy to use, "opt-out" method for email recipients to opt-out of receiving additional emails from Publisher; (v) it will not send any email Ads using a subject line that has not been approved by TMP or Advertiser for use with that particular Creative; (vi) it will only send to United States email addresses for which a message to such address would not constitute a mobile service message as defined by the CAN-SPAM Act of 2003; (vii) it will not send any Ads via newsletters or other emails having multiple Advertisers without having clear opt-out procedures for each Advertiser and Initiator as defined under the CAN-SPAM Act; (viii) Regularly scrub its database against any opt-out or unsubscribe list provided by TMP (the "Suppression List") and shall not at any time send any commercial e-mails to any individuals on the Suppression List to the extent that TMP provides an opt-out or unsubscribe list to Publisher in connection with any Program; each Suppression List, and all versions thereof, shall be considered Confidential Information at all times and the proprietary property of TMP; (ix) it will provide a valid, working unsubscribe link in each email that will remove all email addresses from requesting users from Affiliate's email lists within two business days, and maintain accurate, up-to-date records of all such requests; (x) it will not send Ads for products or services that are illegal for minors to buy, possess or participate in, to a minor or any address registered with any state email registry; and (ix) it will post on its Websites its privacy and anti-spam policies and adhere to such policies.

5. Remedies

(a) Publisher recognizes that a breach of Sections 1, 3(b), or 4 could result in immediate, extraordinary and irreparable damage to TMP and/or its Advertisers and that such damages may be difficult to measure. Accordingly, Publisher agrees that should it violate these provisions, TMP may in addition to other legal remedies, terminate this Agreement immediately without pay and assess liquidated damages of up to \$1,000.00 per occurrence of each such violation. Publisher further agrees that such liquidated damages are reasonable and do not constitute a penalty.

(b) Publisher shall indemnify and hold TMP harmless for any Losses arising out of any breach of this Exhibit A pursuant to Section 10 of the Agreement.

AGREED:

TRAFFIC MARKETPLACE, INC.	PUBLISHER
By : _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date: