

In consideration of the facts stated above and the mutual covenants contained in this Agreement, AdNet and the Publisher agree as follows:

1. adNet Services

During the term of this Agreement, adNet shall provide the following services to the Publisher:

- a. Subject to the prior approval of the Publisher, adNet shall enter into an agreement (the "Advertising Agreement") with one or more web advertising networks or advertisers to serve as the purchaser of banner advertisements placed on any approved Publisher web site.
- b. adNet shall coordinate the payment of all advertising revenue (as set forth below) to the appropriate party. adNet shall submit a monthly report, which specifies the total traffic to the Publisher web site(s) along with the gross advertising revenue produced and the net amount due to the Publisher. The Publisher shall have the right to audit the monthly report, at its expense, for a period of thirty (30) days from the date of such report.
- c. adNet shall coordinate the payment of all advertising revenue (as set forth below) to the appropriate party. adNet shall submit a monthly report, which specifies the total traffic to the Publisher web site(s) along with the gross advertising revenue produced and the net amount due to the Publisher. The Publisher shall have the right to audit the monthly report, at its expense, for a period of thirty (30) days from the date of such report.

2. Publisher Covenant

Publisher agrees to abide by all terms and conditions supplied by adNet including written instructions, emails, or other communications intended to define appropriate and acceptable use of adNet services.

3. Allocation of Advertising Revenue

Pursuant to the Advertising Agreement(s), advertising revenue will be generated from the Publisher web site(s). The gross advertising revenue, including any and all forms of compensation for advertising derived from the Publisher website(s), minus a mutually consent commission, shall be made payable to the Publisher, by adNet approximately 30 days after the last day of each calendar month so long as the amount payable is equal to or exceeds \$15.00 USD. Once payable amount is equal to or exceeds \$15.00 USD then adNet shall make payment at the next regularly scheduled payment cycle. adNet reserves the right to charge back or adjust the amount due to the Publisher in the event of non-payment by any advertiser. Such charge back or adjustment shall not exceed the amount reasonably attributable to the Publisher based on revenue generated from said advertiser.

4. Non-disclosure Agreement

Publisher agrees not to disclose information regarding the terms or conditions of this agreement to any unrelated third party. Such information would include rates, terms, specific advertisers, or other special conditions offered to the Publisher by adNet in conjunction with this Agreement.

5. Terms and Termination

- a. Except as otherwise provided herein, the term (the "Term") of this Agreement shall be for a period of one month, commencing on the receipt of a signed and dated contract by the Publisher. The Term shall automatically renew for successive one-month increments at a

mutually consent commission rate unless either party provides the other with written notice of termination no later than 7 days prior to the date of renewal.

b. Notwithstanding anything to the contrary contained herein, adNet may terminate this Agreement at any time during the Term immediately upon written notice to the Publisher in the event that:

- 1) Publisher makes (or is discovered to have made) any false representations, reports, or claims to adNet or any third party in connection with this Agreement, the services of adNet, or adNet as a whole;
- 2) Publisher engages in fraudulent, criminal or negligent conduct or violates any laws in connection with the business relationship of the parties or the performance of its services hereunder;
- 3) Publisher becomes insolvent or involved in any liquidation or termination of business, adjudication as bankrupt, assignment or the benefit of creditors, invoking of the provisions of any law for the benefit of debtors, or the subject of a filing against it under any similar laws; or
- 4) Publisher breaches any provision of this Agreement.

c. Notwithstanding anything to the contrary contained herein, the Publisher may terminate this Agreement at any time during the Term immediately upon written notice to adNet in the event that:

- 1) adNet makes (or is discovered to have made) any false representations, reports, or claims to the Publisher or any third party in connection with this Agreement, the services of the Publisher, or the Publisher as a whole;
- 2) adNet engages in fraudulent, criminal or negligent conduct or violates any laws in connection with the business relationship of the parties or the performance of its services hereunder;
- 3) adNet becomes insolvent or involved in any liquidation or termination of business, adjudication as bankrupt, assignment or the benefit of creditors, invoking of the provisions of any law for the benefit of debtors, or the subject of a filing against it under any similar laws; or
- 4) adNet breaches any provision of this Agreement.

d. Notwithstanding anything to the contrary contained herein, adNet may terminate this Agreement at any time during the term immediately upon written notice to the Publisher in the event that any Publisher web site(s) contains material deemed inappropriate by adNet, in its sole discretion. In the event of termination for inappropriate material, adNet may, in its sole discretion, elect to withhold and/or void any payments due to the Publisher under this agreement. For purposes of this agreement, inappropriate material includes, but is not limited to the following:

- 1) Profanity
- 2) Adult content or links to such content

- 3) Warez or other illegal files or links to such content
- 4) Topics of a questionable or illegal nature (hacking, phreaking, terrorist activities, etc) or links to such content.
- 5) Violent content or links to such content

6. Relationship Between the Parties

- a. Publisher is an independent contractor under the terms of this Agreement. Publisher is not an agent, partner or employee of adNet and its employees are not entitled to the benefits provided by adNet to its employees. Nothing in this Agreement shall be construed to hold adNet responsible for any worker's compensation, FICA, withholding tax, unemployment compensation, or any other payment for which the Publisher must provide or answer on behalf of its employees.
- b. adNet and Publisher agree that adNet holds all title and rights over the adNet services and that no title or rights shall pass to the Publisher hereunder. adNet and Publisher agree that the Publisher holds all title and rights over the Publisher's website(s) and the designs posted on such website(s) and that no title or rights shall pass to adNet hereunder.
- c. Neither party may use, assign or display the trademarks, trade names or logos (the "Authorized Marks") in which the other party has rights for any purpose without the prior written approval of the other party. Each party acknowledges that the Authorized Marks of the other party are and shall at all times remain the property exclusively of the other party. However, adNet does have rights during the duration of this contract, to use the website URL(s) for the Publisher on the adNet website or in printed materials to promote their network and sell advertising.

7. Liability

- a. Except as specifically provided in this Agreement, neither adNet nor the Publisher shall be liable to the other for any indirect, special, punitive or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either party hereto, its directors, officers, employees, servants, contractors and/or agents.
- b. Subject to the limitation on indirect, special, punitive or consequential damages in Section 6.a., each party assumes, releases and agrees to indemnify, defend, protect and save the other (including its directors, officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage of the indemnified party arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the indemnifying party, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

8. Confidentiality

Each party acknowledges that the other party may be disclosing certain confidential and proprietary information in connection with the services provided under this Agreement, including, but not limited to, specifications, pricing, methods and processes (the "Confidential Information"). Each party agrees not to use the Confidential Information for their own purposes or benefit or to

provide access to the Confidential Information to any third party during the term of this agreement or for a period of five (5) years from the date of termination of this Agreement.

9. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

10. Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by the successors and assigns of the parties to this Agreement.

11. Entire Agreement

This Agreement, and any agreement to which it refers, contains all of the terms of the agreement between the parties with respect to this subject matter and may be amended only by a signed, written agreement by all of the parties to this Agreement.

12. Severability

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

13. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York

Publisher and adNet hereby confirm their mutual agreement to the terms listed in this Service Agreement as of the date ("Effective Date") Publisher submit the application.