



INSERTION ORDER

This Insertion Order ("IO") is entered into by and between Flex Marketing Group, LLC, as well as any legal entities that own, are owned by, or are under partial or total common ownership with Flex Marketing Group, LLC including, without limitation, AD1 Media Group, LLC (collectively, "Company") and the advertiser, network, or agency as indicated below (collectively, "Advertiser") and sets forth the parties' respective rights and obligations to be undertaken by the parties.

COMPANY INFORMATION

Company Address: 1776 Broadway, Floor 23, New York, NY 10019	
Sales Contact:	Billing Contact: Michael Segalowitz
Sales Contact E-mail: @flexmg.com	Billing Contact E-mail: Accounting@FlexMG.com

ADVERTISER INFORMATION

Entity ("Advertiser") Name:		Advertiser Tax ID:
Advertiser Address:		
Sales Contact:	Billing Contact:	
Sales Contact E-mail:	Billing Contact E-mail:	

INTERNAL TRAFFIC

Campaign Name(s):		
Estimated Cap:	Maximum Allowable Scrub Rate: 0%, unless a valid disposition report is provided.	
Payment Type(s): <input type="checkbox"/> CPM <input type="checkbox"/> CPA <input type="checkbox"/> CPC <input type="checkbox"/> CPL <input type="checkbox"/> PPC <input type="checkbox"/> CPI	Action Type: <input type="checkbox"/> Lead <input type="checkbox"/> Action <input type="checkbox"/> Impression/Click <input type="checkbox"/> Sale <input type="checkbox"/> Acquisition <input type="checkbox"/> Call <input type="checkbox"/> Install	
Payout: \$	Total Spend:	
Start Date:	End Date:	Payment Terms: Prepay
Acceptable Traffic Channels:		
Targeting:		
Additional Instructions:		

DISPLAY or HOST AND POST LEADS

Campaign Name(s):		
Campaign Type: <input type="checkbox"/> Link-out <input type="checkbox"/> Host-and-Post <input type="checkbox"/> iFrame		
Estimated Cap:	Maximum Allowable Scrub Rate: 0%, unless a valid disposition report is provided.	
Payment Type(s): <input type="checkbox"/> CPM <input type="checkbox"/> CPA <input type="checkbox"/> CPC <input type="checkbox"/> CPL <input type="checkbox"/> PPC <input type="checkbox"/> CPI	Action Type: <input type="checkbox"/> Lead <input type="checkbox"/> Action <input type="checkbox"/> Impression/Click <input type="checkbox"/> Sale <input type="checkbox"/> Acquisition <input type="checkbox"/> Call <input type="checkbox"/> Install	
Payout: \$	Total Spend: \$	
Start Date:	End Date:	Payment Terms: Prepay
Acceptable Traffic Channels:		
Targeting:		
Additional Campaign-Specific Information and/or Instructions (if any):		

This IO is subject to and incorporates by references the Master Advertiser Agreement (collectively, the "Agreement") as of the later date of signature below. By executing the Agreement, you ("Signor") represent and warrant that: (a) you are a duly authorized representative of the Advertiser on whose behalf you are acting to bind the Advertiser to all of the terms and conditions of the Agreement; (b) you have read and are familiar with and accept all of the terms of the Agreement on behalf of the Advertiser; and (c) the Advertiser on whose behalf you are acting agrees to comply with and be bound by all provisions of the Agreement. If there is a conflict between the Agreement and this IO, the IO shall prevail.

On behalf of: **COMPANY**

On behalf of: **ADVERTISER**

Signature: _____

Signature: _____

Print Name, Title: Michael Held, CEO

Print Name, Title: _____

Date Signed: _____

Date Signed: _____



MASTER ADVERTISER AGREEMENT

This MASTER ADVERTISER AGREEMENT, together with any applicable Insertion Order(s) ("IO(s)") (collectively, the "Agreement"), is entered into by and between Flex Marketing Group, LLC, as well as any legal entities that own, are owned by, or are under partial or total common ownership with Flex Marketing Group, LLC including, without limitation, AD1 Media Group, LLC (collectively, "Company") and the applicable advertiser, network, or agency ("Advertiser") (each a "Party" or collectively the "Parties") and sets forth the Parties' respective rights and obligations to be undertaken by the Parties. Company will distribute Advertiser's campaigns ("Campaign(s)") through one or more of the following: (a) email; (b) performance-based online advertising network ("AD1 Network"); and/or (c) co-registration promotional flow(s) ("Flow(s)"). From time to time, the Parties may (but are not obligated to) negotiate and execute additional IOs. Each IO shall constitute a separate contract between the Parties, which contract shall be deemed to incorporate and include this Agreement even if this Agreement is not attached to the applicable IO(s). To the extent that anything in or associated with this Agreement is in conflict or inconsistent with an IO, the IO shall take precedence unless otherwise stated to the contrary herein. This Agreement constitutes the entire and only agreement between Company and Advertiser, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings.

1. Campaigns. For the purposes of this Agreement, the term "Creative Materials" shall be defined as all materials used to promote a Campaign (whether created by Advertiser or by Company), including, without limitation, text (including the subject and "friendly" from lines, and any legal or technical disclosures), graphic files, rich text, HTML images, banners, artwork, logos, and trademarks. It is understood that Company may, in its sole discretion, cease, reject, or remove any Campaign or associated Creative Materials from distribution, for any reason. Advertiser shall be solely responsible for any liability arising out of or relating to the content of all Creative Materials and any other materials to which end-users (each a "Consumer") can link to therefrom. Advertiser hereby agrees that all Creative Materials do not and shall never: (a) misrepresent Advertiser or any of the products or services being promoted on Advertiser's behalf; or (b) violate any applicable federal, state or local law or regulation relating to the Internet, false advertising, and/or unfair competition or business practices, including, but not limited to, privacy laws (including the right to share lead contact information with third-parties), the CAN-SPAM Act of 2003, as amended ("CAN-SPAM") and the e-mail marketing laws of the several states that are not pre-empted by CAN-SPAM, Section 5 of the Federal Trade Commission Act, FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising, the Telemarketing and Consumer Fraud and Abuse Prevention Act ("TCPA"), Personal Information Protection and Electronic Documents Act, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, the Fighting Internet and Wireless Spam Act, Canada's Online Protection Legislation, and the regulations promulgated thereunder (collectively, "Applicable Laws"). If any such Applicable Laws are amended or modified, in whole or in part, then Advertiser shall ensure that the Creative Materials comply fully with all applicable requirements thereof, on and after the effective date of any such amendment or modification. Advertiser shall also provide Company with access to updated "do not e-mail" lists or other suppression lists (collectively, "Suppression Files") in connection with each Campaign. Advertiser shall be solely responsible for complying with all Applicable Laws regarding maintaining and updating any Advertiser-generated Suppression Files. Advertiser hereby confirms the authenticity and accuracy of all claims made throughout all Creative Materials; and Advertiser acknowledges and agrees that Company has no obligation to review Creative Materials for legal, regulatory or compliance purposes. Company may, without prior notice or liability, refuse or suspend any Campaign if Company determines, in its sole discretion that such Campaign may expose Company to litigation, liability or risk of adverse publicity, or is otherwise deemed inappropriate.

2. Compensable Actions. All payments are based on actual figures as defined, accounted and audited by Company. Payment to Company shall be based on the CPA, CPM, CPC, or CPL rate set forth in the applicable and then-current IO. For purposes of this Agreement, the term "Compensable Actions" shall be defined as any act or event (including, but not limited to, leads, actions, impressions, clicks, sales, applications, registrations, click-throughs or other compensable activities) by a Consumer, upon which payment is based. The Parties agree that Advertiser shall remit full payment for all valid, non-duplicate, non-fraudulent Compensable Actions. Advertiser agrees that chargebacks, if any, may not occur more than ten (10) days after payment for a Compensable Action has occurred (the "Cutoff Date"). Any amounts paid by Advertiser to Company shall be considered final, binding and no longer subject to offset, chargeback, claw-back, refund, revocation, reimbursement, rejection or setoff (as applicable) after the Cutoff Date.

3. Payment. Advertiser shall remit full payment of all amounts due and owing to Company at the rates set forth in the applicable IO or at a time before Compensable Actions are generated. All payments shall be made by ACH or wire transfer, paid in US Dollars (\$USD) and payable to the Company billing address set forth in the IO. Advertiser shall be solely liable for all payments due and owing to Company. Advertiser agrees that the failure of Company to provide Advertiser with an invoice at any time shall not constitute a breach of this Agreement nor shall it waive Advertiser's obligation to make timely payment of all amounts due and owing to Company. Failure by Advertiser to remit full payment of all amounts due and owing to Company within five (5) days of the date on which payment is due will incur interest at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Advertiser agrees to pay any attorneys' fees and/or collection costs Company incurs as a result of collecting past due amounts from Advertiser. Advertiser shall pay all sales, use, excise and other taxes (if any) which may be levied upon either party in connection with this Agreement, except for income taxes.

4. Monitoring. Advertiser is and will remain solely responsible for performing its obligations under this Agreement in compliance with all Applicable Laws and the terms of this Agreement. Notwithstanding the foregoing, Advertiser consents to monitoring by Company of Advertiser's performance of its obligations under this Agreement, which monitoring may include the use of "seed" email addresses, accounts and third-party services. For the avoidance of doubt, Company retains the right to "seed" outbound leads to ensure Advertiser's compliance with this Agreement. Advertiser will notify Company of any violation of this Agreement or any applicable IO regarding compliance, enticement or any other unlawful advertisement within two (2) business days of discovery; and provide a corrective action outline. Where and to the extent applicable, Advertiser must provide Company with access to all outbound telemarketing affiliate-generated leads. All such calls must be available and recorded for Company to monitor on an as-needed basis to ensure compliance. Additionally, Advertiser will promptly (but in no event less than forty-eight (48) hours after Advertiser's receipt of such complaint or notice) notify Company, in writing, if it receives any complaints or notices from any governmental agencies (including, without limitation, any third-party claims asserted in state or federal courts) referencing a violation of any federal, state and local laws and regulations. Furthermore, Advertiser will perform a full investigation, within forty-eight (48) hours of receipt of a complaint or notice, if either party receives an inquiry or complaint from a governmental agency relating to Advertiser's acts and omissions in performance of this Agreement, or otherwise under any federal, state, or local statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means to determine the merits of the inquiry or complaint.

5. Records. Advertiser agrees that at all times during the term of this Agreement it shall maintain accurate books and records relating to its payment calculations for at least one (1) year after the expiration, termination or conclusion of each Campaign. Company shall have the right to

inspect such books and records upon prior written notice to Advertiser. If any underpayment is discovered, Advertiser shall pay the full amount of the underpayment along with all accrued interest from the time such amount was originally due. In the event the amount of underpayment is more than five percent (5%), Advertiser shall bear the cost of Company's audit.

6. Term and Termination. Unless otherwise set forth in an IO, the initial term of this Agreement shall be one (1) month ("Initial Term"), and shall commence on the "Start Date" indicated in the applicable IO and continue thereafter until: (a) all IOs have expired or terminated pursuant to their respective terms; or (b) either Party terminates this Agreement and all applicable IO(s) as hereinafter provided, subject to and upon the conditions specified herein. Either Party may terminate this Agreement and, by extension, any then-current IO, at any time, for any reason, with or without cause, by giving the other Party one (1) business days' prior written notice of termination (with email sufficing for notice). In addition to any other remedies that may be available to it, Company may immediately terminate any IO in the event of any breach by Advertiser of the representations and warranties (contained herein below) or nonperformance of any of Advertiser's obligations hereunder. Upon termination or expiration of this Agreement and, by extension, any then-current IO, Advertiser shall pay Company for all Compensable Actions that result from advertising Campaigns placed or sent by Company or its Publishers prior to termination, for thirty (30) days following termination. Advertiser shall pay Company all amounts then due and owing as of the termination date during the next billing cycle. Additionally, in the event of termination, Company may at its sole discretion redirect its redirecting hyperlink(s) to a webpage(s) indicating the Campaign(s) are no longer available. The content of such webpage(s) is/are in the sole discretion of Company.

7. Representations and Warranties. Company represents and warrants at all times that: (a) it has all rights and authority necessary to enter into this Agreement and to grant Advertiser the rights granted herein; (b) Company's execution of this Agreement, and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound. Additionally, Company is solely responsible for any liability arising from any acts or omissions by Company, relating to the distribution of any of Advertiser's Campaign(s); provided, however, that this shall not include the content of any Creative Materials. Company further represents and warrants that Company and its Publishers (if applicable) are obligated to abide by all Applicable Laws, and that Company and its Publishers shall abide by such laws in the publication and promotion of any Campaign. Advertiser represents and warrants at all times that: (a) it has all rights and authority necessary to enter into this Agreement and to grant Company and its Promotional Flow publisher(s) ("Publishers") (if applicable) the license granted herein; (b) Advertiser's execution of this Agreement, and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) Advertiser shall post on its website(s) an easy to understand privacy policy which at all times remains in compliance with all Applicable Laws and will otherwise comply with all terms and conditions set forth therein; (d) engaging Company's or its Publishers' services pursuant to this Agreement does not and will not violate any applicable Advertiser privacy policy; (e) the product or service that is being promoted through any Campaign hereunder is not the subject of any ongoing investigation by any local, state or federal regulatory or quasi-regulatory authorities and Advertiser is the owner of or is otherwise licensed to use the entire contents and subject matter of the Creative Materials; (f) Advertiser shall notify Company in writing within twenty-four (24) hours of any notice it receives of any actual or threatened legal action, including but not limited to, a "cease and desist letter", arbitration, injunction, litigation, report to any government entity, etc. related to or arising out of any third-party's use of or promotion of any Campaign; and (g) the Campaigns (including all associated Creative Materials), the use and display thereof, and the content linked to therefrom will not: (i) infringe or violate any patent, copyright, trademark, trade secret, right of publicity, right of privacy, moral right, or any other right of any third-party, (ii) be libelous, defamatory, misrepresentative, obscene, pornographic or otherwise inappropriate, (iii) violate any Applicable Laws, (iv) infringe upon the intellectual, proprietary or publicity property rights of any third-party, (v) contain viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines or any other technical means intended to destroy, alter, monitor or interfere with a user's computer or other technical device without his or her express knowledge and consent, or (vi) advertise any unlawful product or service or promote the unlawful sale of any product or service. In the event that Company is assessed any penalties and/or fines as a result of Advertiser's breach of this Agreement, Advertiser agrees that it shall be solely responsible for payment of such resulting penalties and/or fines. Notwithstanding the foregoing, Advertiser agrees that information provided by users in response to any Campaign may be inaccurate, from time-to-time, whether intentionally, unintentionally, or negligently, and that such inaccuracies are not necessarily caused by Company nor fraud committed by Company or its Publishers (if applicable).

8. Advertising Guidelines. Company's compliance team oversees and enforces these Advertising Guidelines through ongoing review of internal and Advertiser practices and policies. If Advertiser violates these Advertising Guidelines (whether intentional or inadvertent) Advertiser is subject to strong penalties including monetary damages and contract termination. Advertiser further agrees that when using the Company for the distribution of Campaigns through one or more of Company's Flows: (a) **Advertiser shall never market to or otherwise contact any Consumer(s) (whose information was obtained hereunder) via SMS text messaging;** (b) **Advertiser shall never sell, lease, license, exchange, export, display, forward, transfer, distribute or otherwise share the phone numbers of any Consumer(s) (whose information was obtained hereunder) with any entity not named in this Agreement;** and (c) **Advertiser shall never use Consumer information (that was obtained hereunder) for phone-billed offers, utilize any mechanism that places charges on any Consumer's landline and/or mobile phone bill, or which enables payment to be deducted from any Consumer's prepaid balance on his/her landline and/or mobile phone bill.** Advertiser further represents and warrants that, at all times if and when telephone number is part of the Advertiser's lead capture form that: (i) the Campaigns and all associated Creative Materials made available to Company pursuant to this Agreement (and relative to any then-current IO) will contain a disclosure that is sufficient under and compliant with the TCPA, as it may be amended from time-to-time, for obtaining a Consumer's prior express written consent to receive telephone calls; (ii) Advertiser will maintain records of Consumers' prior express written consent for the period of time required by law and provide such records to Company upon request; and (iii) Advertiser and the Campaigns and all associated Creative Materials made available to Company pursuant to this Agreement (and relative to any then-current IO), and Advertiser shall indemnify, defend, and hold harmless Company and its officers, agents, affiliates, and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings due to, arising from, or in connection with the Advertiser's failure to comply with the TCPA, including failure to maintain appropriate records for the required period of time, and/or obtain a Consumer's prior express written consent to be contacted, where applicable. In the event Advertiser breaches any of the foregoing Advertising Guidelines, as liquidated damages for the reasonable estimation of loss and not as a penalty, Advertiser shall pay Company \$25,000 per violation. If Advertiser breaches any of the foregoing Advertising Guidelines three (3) or more times in any rolling twelve (12) month period, as liquidated damages for the reasonable estimation of loss and not as a penalty, Advertiser shall pay Company \$500,000.

9. License. Subject to the terms and conditions of the Agreement, Advertiser hereby grants to Company and any applicable Publishers, a non-transferable, non-assignable, non-sublicensable, revocable, non-exclusive, royalty-free, worldwide license to: (a) use, perform, market, display, syndicate, copy, transmit, distribute and promote all Campaigns in accordance with the terms of the applicable IOs; and (b) use all associated Advertiser intellectual property in connection therewith. Title to and ownership of all intellectual property rights of all Campaigns, Creative Materials and associated Advertiser intellectual property shall remain with Advertiser or its third-party licensors. For purposes of the Agreement, any

reference to Company shall include all in-house or third-party marketing agents, partners, sub-affiliates and/or sub-publishers providing services to or on behalf of Company in connection with the Action generation services contemplated hereunder (collectively, "Publishers"). Additionally, all rights not expressly granted hereunder are expressly reserved to Company.

10. Advertiser Indemnification. Advertiser agrees to indemnify, defend, and hold harmless Company, its parents, successors, subsidiaries, and affiliates, and their respective directors, officers, agents and employees (the "Company Indemnified Parties") for any claims, liabilities, costs and expenses (including reasonable attorneys' fees) made against the Company Indemnified Parties by a third-party or parties or a government agency as a result of: (a) any breach of the terms of this Agreement, including but not limited to the foregoing representations and warranties; (b) any claim arising from the sale or license of Advertiser's goods or services; (c) any third-party claims alleging that Advertiser's Creative Materials violated any Applicable Laws or third-party rights; or (d) any other act, omission or misrepresentation by Advertiser. Company agrees to indemnify, defend, and hold harmless Advertiser, its parents, successors, and subsidiaries, and their respective directors, officers, employees (the "Advertiser Indemnified Parties") for any claims, liabilities, costs and expenses (including reasonable attorneys' fees) made against the Advertiser Indemnified Parties by a third-party or parties as a result of acts of gross negligence or willful misconduct by Company. The indemnifying party may participate in the defense of the indemnified party at its own expense.

11. Disclaimer; Limitation of Liability. OTHER THAN AS SET FORTH HEREIN, COMPANY PROVIDES ITS WEBSITES AND THE WEBSITES OF ITS PUBLISHERS AND THIRD-PARTY PARTNERS, AND ALL ITS SERVICES AND THE SERVICES OF ITS PUBLISHERS AND THIRD-PARTY PARTNERS, AS PERFORMED HEREUNDER, ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY CAMPAIGN. IN THE EVENT OF INTERRUPTION OF DISPLAY OR DISTRIBUTION OF ANY CAMPAIGN, COMPANY'S SOLE OBLIGATION WILL BE TO RESTORE SERVICE AS SOON AS COMMERCIALY PRACTICABLE. FURTHERMORE, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY MAKES NO WARRANTY AS TO THE NUMBER OF PERSONS WHO MAY ACCESS OR VIEW A CAMPAIGN OR AS TO THE BENEFIT OR RESULTS OBTAINED FROM ANY CAMPAIGN UNDER THIS AGREEMENT. COMPANY IS NOT LIABLE FOR THE CONTENTS OF ANY ADVERTISER WEBSITE(S) FOR WHICH IT PERFORMS MARKETING SERVICES OR FOR ANY UNAVAILABILITY OF THE INTERNET OR OTHER TECHNICAL MALFUNCTION. EXCEPT FOR DAMAGES ARISING FROM ADVERTISER'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF ADVERTISER'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE FOR LOST PROFITS, LOST REVENUES, OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT WILL COMPANY'S LIABILITY TO ADVERTISER OR ANY THIRD-PARTY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS RECEIVED FROM ADVERTISER IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN LIEU OF REFUND, COMPANY SHALL BE PERMITTED TO CAUSE THE PLACEMENT OF "MAKE-GOOD" ADVERTISING, IF THE "MAKE-GOOD" ADVERTISING IS PROVIDED WITHIN A COMMERCIALY REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED. COMPANY DOES NOT WARRANT OR GUARANTEE RESPONSE RATES, CONVERSION RATES OR THE ABILITY TO CONVERT LEADS. COMPANY FURTHER DOES NOT WARRANT OR GUARANTEE THE PROFILE OR DEMOGRAPHICS OF A RESPONDENT, OR AS TO THE BENEFITS OR RESULTS THAT MAY BE OBTAINED THROUGH ANY EFFORTS UNDERTAKEN PURSUANT TO THIS AGREEMENT.

12. Privacy Policy. Advertiser shall comply, or if Advertiser is an agency, it shall ensure that its clients comply, with all applicable privacy laws and regulations. Advertiser further agrees to post, or if Advertiser is an agency, cause its clients to post, conspicuously on its clients' website(s), a privacy policy that at minimum: (a) describes how Advertiser or the client, as applicable, collects, uses, stores and discloses information obtained from visitors to its website(s); and (b) instructs visitors how to opt-out of the collection of such information. Subject to all Applicable Laws, Advertiser has the right to use all data provided by Company derived from the Campaigns set forth in the Insertion Order for any purpose related to Advertiser's business. Company has the right to use and disclose such data for the following purposes: (i) general reporting, including the compilation of aggregate statistics, such as the total number of Campaigns delivered, that may be provided to existing and potential customers, (ii) scheduling and optimization of delivery of Campaigns, (iii) for analytical and marketing purposes, and (iv) if required by court order, law or government agency. The terms and conditions of this Agreement are confidential and may not be disclosed to any third-party subject to the terms of this Agreement.

13. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean: (a) any and all oral or written information that is identified, marked or otherwise identified as confidential and is provided by one party to the other or that should reasonably be known, by the other Party to be treated as confidential; (b) either Party's proprietary information; (c) information otherwise disclosed by either Party in a manner consistent with its confidential nature; (d) the terms and conditions of this Agreement and/or any IO, including but not limited to pricing information; and (e) other confidential or proprietary information, including, but not limited to, suppression lists, technical processes and other unpublished financial information, trade secrets, product and business plans, projections and marketing data. Neither Advertiser nor Company shall disclose or use the other Party's Confidential Information for any purpose other than the purposes contemplated by this Agreement, unless such disclosure or use is allowed by written permission of the other Party. Notwithstanding any other provisions hereof, either Party may disclose the other Party's Confidential Information to the extent required by Applicable Laws, but only after five (5) days prior written notification to the other Party of such required disclosure. The Parties acknowledge that, as a result of the provision of services pursuant to this Agreement, one Party may disclose Confidential Information ("Disclosing Party") to the other Party ("Receiving Party"). Therefore, the Receiving Party agrees that it will make no disclosure of the Disclosing Party's Confidential Information to any third-party without obtaining the Disclosing Party's prior written consent. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed under this Agreement. This Section shall survive any termination or expiration of this Agreement for a period of at least three (3) years thereafter. Confidential Information does not include any information that: (i) is at the time of disclosure available to the general public or at a later date becomes available to the general public through no violation of this Agreement; (ii) as shown by written records, was specifically known to, or in possession of, the Receiving Party at the time of its disclosure by the Disclosing Party or its agent(s) free of any confidentiality obligation; (iii) as shown by written records, is acquired by the Receiving Party through a third-party which is not thereby breaching any obligation of confidence to the Disclosing Party known to the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to any of the Disclosing Party's Confidential Information. In the event that the Receiving Party becomes legally compelled (by deposition, interrogatory, request for production of documents, valid subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt prior written notice of such requirement so that it may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party may furnish only such portion of the Confidential Information that is legally required to be furnished. The Receiving Party agrees that monetary damages for breach of confidentiality may not be

adequate and that the Disclosing Party shall be further entitled to seek injunctive relief. Upon termination, cancellation or expiration of this Agreement for any reason, or upon request by either Party, all Confidential Information of the requesting Party, together with any copies thereof, shall be returned to that Party or certified destroyed. Advertiser's Confidential Information shall remain the property of Advertiser, and Company's Confidential Information shall remain the property of Company.

14. Non-Solicitation. Advertiser recognizes that in addition to Company's proprietary relationships with other Promotional Flow advertisers ("Flow Advertisers"), Company also has proprietary relationships with all of the publishers that participate in the promotion of campaigns via the Promotional Flow ("Flow Publishers"). Advertiser agrees that it shall not, without the express prior written authorization of Company, either during, or within eighteen (18) months of the termination or expiration of this Agreement: (a) induce or attempt to induce any employee of, or consultant to, Company or its subsidiaries to leave the employ of, or consultancy to, Company or its subsidiaries, or in any way interfere with the relationship between Company or its subsidiaries and any employee or consultant thereof; (b) hire any person who was an employee of, or consultant to or was in any way compensated by Company (whether as an employee or as an independent contractor or agent), or its subsidiaries at any time during the eighteen-month period immediately prior to the date on which such hiring would take place without the written consent of an officer or representative of Company (it being conclusively presumed by the parties so as to avoid any disputes under this section that any such hiring within such eighteen-month period is in violation of clause (a) above); (c) call on, solicit or service any customer, supplier, licensee, licensor, consultant, contractor or other business relation of Company or its respective subsidiaries in order to induce or attempt to induce such person to cease doing business with Company or its subsidiaries, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor, consultant, contractor or other business relation and Company or its subsidiaries (including, without limitation, making any negative statements or communications about the Company or its subsidiaries); (d) call on, solicit, or take away or attempt to call on, solicit, or take away any of Company's customers and vendors on whom Company called or became acquainted during its contractual relationship with the other party, either on its behalf or that of other person, firm, or corporation. If Advertiser breaches this Section, Advertiser agrees to pay Company a fee equal to seventy-five percent (75%) of the gross annual compensation package, including any quantifiable bonuses or incentives ("Recruitment Fee") paid by Company to that individual prior to his/her departure. Furthermore, Advertiser agrees that this Recruitment Fee shall be payable within thirty (30) days of the commencement of the individual's employment/consulting/agency start-date with Advertiser.

15. Miscellaneous. This Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without reference or regard to principles of conflicts of law). Any and all disputes arising under this Agreement shall be settled by binding arbitration utilizing a retired judge mutually selected by the Parties and conducting under the auspices of JAMS/Endispute (or its successor or any similar service), and shall include the right to conduct discovery pursuant to the rules of Civil Procedure for New York courts. Such arbitration shall be conducted in New York County and any decision and/or award may be entered in any court of competent jurisdiction. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be split equally by the Parties and each Party shall pay for its own attorneys' fees and costs, if any. However, the arbitrator may award the prevailing Party to recover all such fees and costs to the extent permitted by Applicable Laws. Nothing herein shall be construed to preclude any Party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. All notices relating to this Agreement shall be made in writing and deemed effective: (a) upon delivery when delivered in person; (b) upon transmission when delivered by email to Advertiser's email address on file and such email is not returned to the sending Party as undeliverable; or (c) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service: (i) to Advertiser at the address provided during registration; and (ii) to Company at 1776 Broadway, Floor 23, New York, NY 10019. Neither Party will be liable, or be considered to be in breach of the Agreement, on account of such Party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity, the affected Party will give the other Party notice and will use commercially reasonable efforts to minimize the impact of any such event. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect as though the invalid or unenforceable provision(s) had not been included herein. Advertiser may not assign this Agreement without the prior written consent of Company. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and permitted assigns. The Parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures. The Parties hereby agree that the terms and conditions of this Agreement specifically supersede any online terms now or later posted on Advertiser's website(s) and will govern and control unless amended in writing and signed by both Parties hereto. In the event that Company is required to digitally sign, click-through or agree to additional terms when using Advertiser's website(s), Advertiser agrees that such digital terms, conditions, policies or guidelines ("Online Terms") are inconsequential and in no way binding; that they are the result of a technical requirement, which cannot be altered, in order to access the online service. Any such Online Terms which appear on Advertiser's website(s) are to be disregarded and deemed non-effective, and shall be superseded by any contradicting terms of this Agreement. All headings and captions are inserted for convenience of reference only and will not affect the meaning or interpretation of any provision in this Agreement. No delay or failure by either Party to exercise any right under the Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein. Each Party participated in the preparation of this Agreement. The Parties stipulate, therefore, that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement to favor either Party against the other. This Agreement is non-exclusive to either Party. Nothing set forth herein shall restrict the right of either Party to enter into similar agreements with other third-parties; provided, however, that such agreements do not conflict with the obligations of the parties set forth herein. The individual who signs the Agreement on behalf of the Advertiser ("Signor") agrees, as a material term of this Agreement to induce the Advertiser to enter into this Agreement and future IOs with Company, and for other valuable consideration hereby acknowledged by Signor, that Signor shall be personally liable for making payment of all amounts due to Company pursuant to the payment terms contained in this Agreement including, without limitation, all monies due for services provided, invoices, late fees, interest and costs incurred by Company to collect monies owed, including attorney's fees. Signor shall be bound by all terms of this Agreement in making this personal guaranty. This Agreement, together with all applicable IOs, supersedes any and all prior oral or written agreements or understandings between the Parties, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may only be modified with the prior written consent of both Parties. Only a writing signed by both Parties may change this Agreement, except for changes in the payment fees, which may be changed by a written offer and acceptance between the Parties. Advertiser acknowledges that its officers have read and understood this Agreement; and Advertiser agrees to the terms and conditions of this Agreement. Advertiser further agrees that it is relying solely on this Agreement in making its decision to enter into it; and that Advertiser is not relying on any representation, guarantee, or statement other than as stated in this Agreement.