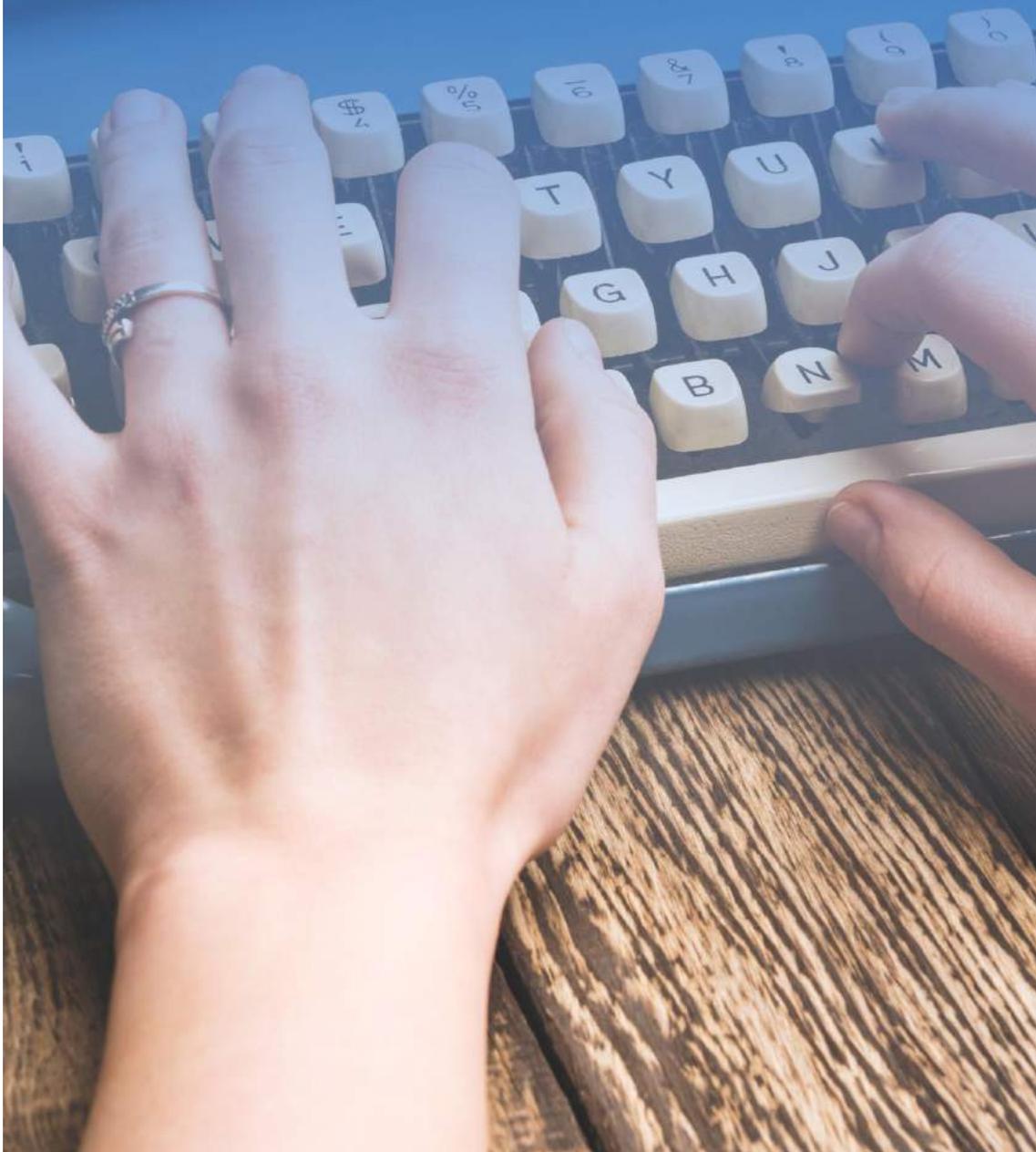


VIEW SAMPLE



Online Advertising Agreement

Between and

Date:

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By this **agreement** dated

between:

having its registered office of **(Advertiser)**

and

having its registered office of **(Provider)**.

The parties agree as follows

These standard terms and conditions (**Standard Terms**) must be read with the attached Term Sheet and together with that Term Sheet constitute the Contract between the Provider and the Advertiser (**Contract**) which governs the rights and obligations of the Provider and the Advertiser relating to the services and activities specified in the Term Sheet. The Term Sheet shall set forth the specific pricing, placement and run for advertising purchased by the Advertiser from the specified site host. All Term Sheets must be accepted in writing by the Advertiser in order to be effective.

Terms

1 Terms of payment

The Advertiser will pay the Provider on a monthly basis following the first day of the advertising period set forth in the Term Sheet. Payment shall be made to the Provider not more than thirty (30) days from the date of receipt of the invoice and shall be no earlier than thirty (30) days after the initial advertisement date (if any) specified in the Term Sheet.

All payments shall be accompanied by reasonable documentation setting forth the number of Confirmed Registered Users (as defined below in **clause 2**) as measured via third party ad server .

The Advertiser shall be responsible for the payment of all taxes and duties assessed in connection with payments made hereunder, excluding taxes on the Provider's net income.

1.1 GST

Interpretation Words or expressions used in this clause 1.1 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this section.

Consideration is GST exclusive Any consideration to be paid or provided to the Provider for a supply made by the Provider under or in connection with this Contract, unless specifically described in this Contract as 'GST inclusive', does not include an amount on account of GST.

Gross up of consideration Despite any other provision in this Contract, if the Provider makes a supply under or in connection with this Contract on which GST is imposed (not being a supply the consideration for which is specifically described in this Contract as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this Contract but for the application of this clause 1.1 ('GST exclusive consideration') is increased by, and the Advertiser must also pay to the Provider, an amount equal to the GST payable by the Provider on that supply; and

- (b) the amount by which the GST exclusive consideration is increased must be paid to the Provider by the Advertiser without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

Reimbursements (net down) If a payment to a Party under this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

Tax invoices The Advertiser need not make a payment for a taxable supply made under or in connection with this Contract in respect of a taxable supply until the Provider has given the Advertiser a tax invoice for the supply to which the payment relates.

2 Positioning and display criteria

Subject to **clause Error! Reference source not found.**, the Provider shall position all advertising on the Provider's web site, and shall establish a link to the Advertiser web site (**Advertiser Site**), as designated in the Term Sheet or such other URL as may be specified to Provider by the Advertiser from time to time. The Provider shall use its reasonable efforts to maintain the Provider Network. As used in this Contract:

- (a) a 'click-through' shall mean that the viewer has successfully linked to the Advertiser's designated site, and not a cached, mirrored or other stored version of such site;
- (b) a Confirmed Registered User (**CRU**) shall mean:
- (i) any individual who registers for the Advertiser from the Provider-specific URL designated by the Advertiser; and
 - (ii) who confirms his or her registration with an the Advertiser supplied password sent by email who does not have an account with the Advertiser at the time of registration.

3 License to use the Advertiser Materials trademarks and logos

Subject to the terms and conditions of this Contract, the Advertiser hereby grants to the Provider for the Term of this Contract a limited, non-exclusive, non-transferable license to use the Advertiser advertising materials provided to Provider by the Advertiser (if any) (**Advertiser Materials**), and to use the Advertiser trademarks, servicemarks and logos set forth therein, or as otherwise specified in writing by the Advertiser (collectively the **Advertiser Marks**), solely to display the Advertiser advertisements and links to the Advertiser site in accordance with this Contract.

Prior to the display by Provider, Provider shall obtain the Advertiser's approval of all uses of the Advertiser Materials and Marks, and resulting ads and links displayed by the Provider under this Contract. The Advertiser's prior approval is also required for any changes to or removals of the Materials or Marks at the Provider's site.

The Provider shall use only the most current the Advertiser Materials and Marks, as may be provided by the Advertiser from time to time. The Advertiser acknowledges that it is familiar with and approves of the quality of Provider's products and services, and the quality of products and services bearing the Advertiser's Marks shall be of substantially similar quality. Provider shall not form any combination marks with the Advertiser Marks. Provider hereby admits and recognizes the Advertiser's exclusive ownership of the Advertiser's Marks and the renown of such Marks worldwide. Provider agrees not to take any action inconsistent with the Advertiser's ownership of the Advertiser's Marks and agrees that any benefits accruing from use of such Marks shall automatically vest in

the Advertiser. Provider may not modify for public display any the Advertiser Materials, logos or marks, except upon receiving the Advertiser's prior written approval. Provider may not sublicense, resell, assign or transfer any of its rights hereunder, without the prior written approval of the Advertiser, such approval to not be unreasonably withheld. Any attempt to resell, assign or transfer such rights in the absence of such approval is void and shall, at the Advertiser's election, result in immediate termination of this Contract, without liability to the Advertiser. All rights not expressly granted hereunder are reserved to the Advertiser.

4 Limitation of liability

With the exception of a breach of the provider representations, warranties and indemnification provisions of clause 6 and the confidentiality provisions of clause 11, in no event shall either party be responsible for any incidental, consequential, or special damages of any kind, including without limitation, lost profits or lost opportunities, even if advised of the possibility of such damages in advance and regardless of the cause of action upon which any such claim is based. With the exception of a breach of Provider representations, warranties and indemnification provisions of clause 6, in no event shall either party's liability under any Term Sheet exceed the fees paid by the Advertiser under such Term Sheet.

5 The Advertiser indemnification

The Advertiser agrees to indemnify the Provider against any and all amounts finally awarded against the Provider (including reasonable attorneys' fees and costs) in connection with any third-party claim that the Advertiser Materials or the Advertiser Marks, infringe any trademark, copyright, or trade secret, or libel, defame, or invade the rights of publicity or privacy of any third party or otherwise breach any law.

The foregoing indemnity is subject to the Provider:

- (a) providing the Advertiser with prompt written notice upon becoming aware of any such claim;
- (b) reasonably co-operating with the Advertiser in the defence of such claim at the Advertiser's cost; and
- (c) providing the Advertiser with the sole and exclusive control of the defence and settlement of any such claim. The foregoing indemnity shall not apply to claims arising out of any modifications made to the Advertiser Materials or the Advertiser Marks by the Provider, or additional materials supplied by the Provider, nor for any use of the Advertiser Materials or the Advertiser Marks, not expressly authorized by this Contract.

The foregoing constitutes the provider's sole and exclusive remedy, and the Advertiser's sole liability in the event of any claim regarding the Advertiser Materials or the Advertiser Marks, the provider's use of such materials or marks, or the linking to the Advertiser site.

6 Provider representations, warranties and indemnification

The Provider represents and warrants that:

- (a) Provider has full authority to enter this agreement on its behalf;
- (b) all the Advertiser advertisements and links shall be displayed in accordance with this