

1. The following Online Publisher Agreement Terms and Conditions is entered into by the Applicant or The Site, and its successors or assigns ("SITE"), and Premium Network, Inc., and its successors or assigns ("PN") whose address is 1663 Mission Street, Suite 560, San Francisco, CA 94103, for the purpose of soliciting advertising space on the SITE websites as described in the paragraphs below.
2. During the course of this agreement, SITE will post ad code provided by PN on the pages of the SITE websites as outlined in this clause. At no time shall the ad code be shared with any other entity without the express written permission of PN. SITE agrees to provide space on the website for standard ad units as defined by PN at the onset of the relationship. SITE agrees to post the ad code within 1 week of the time it has been provided, only on pages within the website which contain editorial content. All of the ad units used for the purposes of this agreement will appear above the fold. For the purposes of this section, above the fold shall mean that at least 40% of the ad will be visible on the page on a standard 800x600 screen when it is first loaded, without any scrolling. We do not accept ad impressions that are robotically generated or auto-refreshing.
3. SITE agrees to accept commissions at a rate of 50% or a net payout rate that will be specified in negotiation prior to each deal. PN may not be held accountable for funds un-collectable due to bankruptcy insolvency, short payment or non-payment by an advertiser.
4. The ad code will be used to serve run of network ads and will be controlled by PN. PN will pay SITE when accrued revenue reaches \$50.00. PN's goal is to earn the highest revenue possible for your site, and if appropriate, at PN's sole discretion, will actively pursue site-specific campaigns, and sponsorships. PN will notify SITE of site-specific campaigns and sponsorships, including any necessary details such as rates offered for these campaigns.
5. At the onset of the relationship, it is understood that PN shall monitor the number of ad views with the purpose of making business decisions about how to market SITE properties. PN may provide user surveys and tracking pixels for the purpose of determining user demographics and other information to be used in the marketing of advertising space within SITE websites. It will be the responsibility of SITE to post these surveys and tracking pixels in a manner agreed on by PN and SITE. No personally identifiable information of SITE website users shall be collected in these efforts. PN agrees to share demographics data and survey results with SITE. All collected information will be considered proprietary and confidential. The primary purpose of this information shall be that of promoting and realizing the advertising potential of SITE websites.
6. SITE hereby engages PN to act as its nonexclusive advertising representative to solicit advertising agencies and companies for SITE's website. PN will be responsible for invoicing advertisers each month on the advertising PN sells and will remit payment to SITE within 15 days of receipt of payment from advertisers. PN will make best effort to collect invoices from advertisers within 30 days from end of ad campaign and PN will pay SITE no later than 15 days after receipt of advertiser payment.
7. In the event that PN pursues site-specific campaigns, and sponsorships, PN will notify SITE, including any necessary details such as rates offered for these campaigns, and SITE agrees to provide PN with a protected account status on these accounts. This list shall be called the Exhibit A list and accounts can be added or removed at the mutual agreement of both parties. If PN has not produced results with an Exhibit A list account within 90 days, at the end of the 90 days the account will revert back to SITE. However, if PN provides evidence to SITE that a deal is pending, then SITE will allow PN to continue to hold the account for an additional 45 days to sell the account. If PN does not sell the account by the end of the allotted time, the account will revert back to SITE. If Exhibit A list companies contact SITE, SITE will refer them to PN. If SITE fails to refer Exhibit A list companies to

PN and those companies become advertisers on the SITE website, PN will receive 50% commission on those accounts.

8. PN reserves the right to refuse any site with questionable content. Sites with questionable content deemed inappropriate will be prohibited at PN's sole discretion. Including: hate, racism, profanity, sexual content, violence, illegal activity, copy right infringement, promotion or use of malware, robotically generated or auto-refreshing ad impressions, and anything that might be found offensive to users. PN will withhold payment to any site violating the above-prohibited content clause.
9. SITE authorizes PN to list SITE's websites in media resource directories as a representative.
10. Advertising campaigns delivered by SITE for PN must be delivered using non-incentivised traffic generated by SITE websites. Ad code is to be run on SITE websites on an even daily basis. Payments will be made upon collection of funds from the advertiser as stated in paragraph 5 and are calculated on the advertiser's accounting unless otherwise specified. Advertisements placed by PN on the SITE websites may not be sold or brokered to another site or partner without written consent from PN prior to placement. Reports will be provided to SITE for all advertisements served by PN and it is SITE's responsibility to identify and notify PN of any discrepancy with the accounted calculations on PN's tracking system and SITE's account of delivery.
11. In the event this contract is terminated for any reason, PN shall be entitled to commissions on all existing site-specific campaigns and sponsorship insertion orders and written schedules or contracts with specific issue dates then outstanding until their expiration. Insertion orders or written schedules or contracts must be generated and endorsed by the advertiser or generated by PN and then countersigned by the advertiser.
12. In the event of litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
13. PN shall maintain an office separate from SITE, and shall bear all expenses and obligations incurred in connection with its solicitation and sale of advertising. Should SITE ask or require PN to incur expenses outside the normal scope of activities, SITE agrees to reimburse PN or pay such expenses directly. PN shall not incur any debt, obligation, or liability of any kind in the name of, or for account of, SITE, unless specifically authorized to do so by SITE.
14. SITE and PN are independent contractors with respect to each other and each shall have no authority, and will not represent that it has any authority, to bind the other, or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other or in the other's name.
15. SITE agrees to be truthful with PN, to cooperate, to keep PN informed of all developments, with special consideration for potential clients whom PN has made sales presentations to who contact SITE directly for additional information. These clients must be referred back to PN, who will make the final sale.
16. PN agrees to be truthful with SITE, to cooperate, to keep SITE informed of all developments.
17. Notices delivered to the parties at the address provided in application above shall be deemed sufficient, provided, however, that either party may change its notification address by giving the other party written notice of such change of address.
18. This Agreement becomes effective upon the acceptance of your application and shall continue for one year or until terminated. Termination must be submitted by written notice to the other party with

not less than thirty (30) days notice prior to annual renewal date. Either party may terminate this Agreement immediately by written notice (a) upon any breach by the other if such breach is not curable, or if such breach is curable, it has not been cured within the longer of thirty (30) days or such time period as is mutually agreed to by the parties after receiving written notice of such breach, or (b) upon the other party's bankruptcy, insolvency or at cessation of business.

19. During the term of this agreement PN will provide Proprietary information and Confidential information. "Proprietary Information" is all information and any ideas pertaining in any manner to the business of PN, its employees, clients, consultants, or business associates. Proprietary Information shall include, without limitation: trade secrets, ad code, product ideas, inventions, processes, formulas, data, passwords, know how, software and other computer programs, copyright-able material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists.

All Proprietary Information not generally known outside of the PN organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". SITE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of PN and as is necessary to perform under this Agreement. Following termination, or end of agreement, SITE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of PN. Persons no longer working for or with PN are not allowed to use, access or enter any password protected area of PN's website properties. By way of illustration and not in limitation of the foregoing, following termination, or end of agreement period, SITE shall not use any Confidential Information to solicit the PN employees or customers, or to compete against PN. SITE's obligations under this section shall survive the termination and the expiration of this Agreement.

20. Each party shall indemnify and hold harmless the other party and its corporate affiliates and their officers, directors, employees, subcontractors and agents from and against all obligations of any nature whatsoever resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms and conditions of this agreement; provided, however, that in the case of third party claims, the party informed of the claim shall notify the other party promptly of such claim and whether such claim is attributed to any negligent act or omission by the other party, its corporate affiliates and their officers, directors, employees, subcontractors and agents. This indemnification shall survive the termination of this agreement.

21. MISCELLANEOUS: This agreement has been entered into in the State of California and shall in all respects be governed by the laws of California. Jurisdiction shall be understood to be in San Francisco, California. This agreement is the final understanding and agreement of the parties with respect to the subject matter, and supersedes all prior or contemporaneous agreements related thereto. This agreement cannot be modified, amended or waived, in full or part, except by a written instrument from PN and submitted to SITE. No waiver by either party of any provision of this agreement or any default hereunder shall affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.