



## TERMS APPLICABLE TO: CO-REG NETWORK

These terms apply where an entity (hereinafter “Publisher”) has agreed to run lead generation advertising with Clash Media Advertising Limited (“Clash”), thus creating a binding agreement between Clash and Publisher.

1. DEFINITIONS: The following terms shall have the following meanings in this Agreement:

“Advertisers” means a supplier of goods or services which has contracted with Clash in order that Clash may procure for it (i) Registrants’ details (i.e. leads) and/or (ii) impressions, clicks or sales;

“Directive” means European Community Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector;

“Registrants” mean individuals who have properly opted in to receiving marketing communications from third parties in accordance with the specifications set out on the Online Form

2. TERM AND TERMINATION: The term of this Agreement shall be one year from the date that Affiliate and Clash-Media sign this agreement. Both parties shall be entitled to terminate this Agreement and activity by written notice or verbal notice 48 hours prior to termination. In the event that the costs per lead as specified to Affiliate by Clash for any given campaign are reduced, Affiliate may discontinue such campaign.

## 3. AFFILIATE OBLIGATIONS

3.1 Affiliate will:

- (a) attempt to procure on Clash’s behalf for the ultimate benefit of Advertisers (i) Registrants’ details (i.e. leads) and/or (ii) impressions, clicks or sales;
- (b) Ensure that in performing its services and obligations under this Agreement it complies entirely with all applicable laws and regulations (including without limitation those concerning intellectual property, advertising, marketing, e-commerce and electronic communication (and, in particular, the Directive), data protection and the rights of the individual) and with all applicable internet service provider terms;

#### 4. CLASH OBLIGATIONS

Clash will:

- (a) Contract with potential Advertisers and pass on to them any Registrants' details as appropriate;
- (b) Supply to Affiliate such advertising and marketing materials as it, Clash, deems may be useful to Affiliate in its attempts to procure Registrants' details;
- (c) make payments to Affiliate in accordance with the Online Form (i) for the valid Registrants' details that Affiliate procures and passes on to Clash and/or (ii) on a cost per action basis, as set out in the Online Form;

5. PAYMENT CALCULATION. Clash uses reliable mechanisms for calculating the payments due to Affiliates and for assessing whether or not any particular Registrants' details are valid. Affiliate shall accept Clash's calculation of payments due. Affiliate further acknowledges that the payments for Registrants and the cost per action amounts referred to above are subject to change and that this fact is fundamental to this Agreement. Clash shall publish all such changes on its website.

6. INTELLECTUAL PROPERTY AND DATA. Each party grants to the other a revocable, non-transferable license for the term of this Agreement to use the intellectual property of the other party for the purpose of fulfilling its duties under this Agreement. However, each party agrees promptly upon request to cease using any items of intellectual property as may be specified by the other. For the avoidance of doubt, the Registrants' details generated by Affiliate under this Agreement are the property of Clash and Affiliate may not make any use of such details save as specifically provided for hereunder.

7. CONFIDENTIALITY. Affiliate shall keep in strict confidence all customer/contact lists, Advertiser contact details, technical or commercial know-how, specifications, inventions, business methods, processes or initiatives which are of a confidential nature and have been disclosed to Affiliate by Clash, its employees, agents or sub-contractors and any other confidential information concerning Clash's business, its Advertisers or its services which Affiliate may obtain. Affiliate shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging Affiliate's obligations to Clash, and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind Affiliate. Furthermore, Affiliate shall not use any of the information given to it by Clash to make a secret profit or use any such information for its own benefit or in any way which may prejudice the interests of Clash. This clause shall survive the termination or expiry of this Agreement.

8. NON-COMPETE. Affiliate shall not do business directly with any Advertiser (or attempt to) that the affiliate is running activity with you through Clash-Media Advertising Ltd.

9. INJUNCTIVE RELIEF. Affiliate agrees that damages alone will not be an adequate remedy for the breach of any of the provisions of this Agreement and accordingly that, without prejudice to any other rights and remedies available, Clash shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement.

10. INDEMNITY. Affiliate shall indemnify and keep indemnified Clash and its directors, employees and contractors (including Advertisers) from and against any loss or damage (including, without limitation, legal costs), incurred by any of the indemnified parties as a

result of the acts or omissions of Affiliate and/or as a consequence of any breach by Affiliate of the terms of this Agreement.

11. **LIMITATION OF LIABILITY.** Clash shall not be liable (except in respect of death or personal injury resulting from negligence or for any damage or liability incurred by Affiliate as a result of fraud or fraudulent misrepresentation by Clash) for any loss or damage (including loss of profits, loss of business, loss of use, loss or corruption of data or any special, indirect, consequential or pure economic loss) arising out of or relating to this Agreement or otherwise.

12. **SEVERABILITY.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

13. **NON-RELIANCE.** Each of the parties acknowledges and agrees that, in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14. **ASSIGNMENT.** Affiliate shall not, without the prior written consent of Clash, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Clash may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. This Agreement shall be binding on, and inure to the benefit of, the parties' successors in title.

15. **NO PARTNERSHIP ETC.** Nothing in this Agreement is intended to, or shall operate to, create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other.

16. **LAW AND JURISDICTION.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and the parties agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.