



## ONLINE SIGN-UP PUBLISHER AGREEMENT

**Must be eighteen (18) years of age or older to participate.**

This Network Publisher Agreement (the "Agreement") is a legal document between Publisher and Pennyweb, Inc., a Delaware corporation, doing business as AdDynamix ("ADX"). In this Agreement, "**Publisher**," refers to any independent owner-operator of an Internet web site or entity that hosts an AdDynamix ad, "**AdDynamix Ad**" refers to the photos, text, video, graphics, music, sounds, images and other material to be placed on the Publisher Site as well as code for a link to the Advertiser's web site, "**Publisher Site**," refers to the Publisher's web site where an AdDynamix Ad will be hosted, "**we**," "**our**" and "**us**" refer to ADX, and "**the Site**," refers to ADX's worldwide web site located at <http://www.addynamix.com>. By entering into this Agreement, Publisher agrees to be bound by the terms and conditions contained herein and therein.

### 1. Publishing Requirements.

- (a) Approval. Participation in the AdDynamix Network (hereafter "Network") is subject to prior approval. ADX reserves the right to refuse service to any applicant and terminate Publisher participation at any time. The Network is exclusively restricted to "Fully Qualified Domain Name" web site owners (i.e.:[http://www.\\*yourwebsite\\*.com](http://www.*yourwebsite*.com)) and only applicants located in the U.S. qualify for approval. Upon approval, Publisher will receive an E-mail with all necessary instructions and the AdDynamix Ad for the new Publisher account (hereafter "Account"). A Publisher will be granted only one (1) Account.
- (b) AdDynamix Ad Placements. AdDynamix Ads shall only be placed on the specific web site for which Publisher initially applied and received approval. Requests for adding new web sites to an Account should be submitted for approval to [customercare@addynamix.com](mailto:customercare@addynamix.com). Publisher may display only one (1) AdDynamix Ad per media type (i.e. banner, skyscraper, medium rectangle) on each web page. Publisher agrees to display the AdDynamix Ad as soon as the Account is granted. Publisher agrees that AdDynamix Ads cannot be altered in any way or modified from the original format without ADX's prior consent. Prohibited modifications include, but are not limited to, adding any language, text links referring to the AdDynamix Ad, language requesting visitors to click through or any language that may be deceptive to the web surfer. Unapproved modifications to the AdDynamix Ads will result in Account cancellation and forfeiture of Commission. Although Publishers cannot choose to select individual ads, they may remove any ad from their Account by contacting [customercare@addynamix.com](mailto:customercare@addynamix.com).
- (c) Payment Process and Conditions. ADX will pay Publisher, with the exception of Default Ads ("Default Ads") if such ads are displayed, for any AdDynamix Ad on either a CPM (cost per thousand impressions), CPC (cost per click), a CPA (cost per action) for U.S. traffic only, collectively, the commission ("Commission"). Commission rates are based on multiple factors including, but not limited to, current market conditions and prices, the quality, content and traffic levels of Publisher's site, and the actual and relative performance of the Publisher's Site

within its peer group. Earned Commission, as shown in the online Publisher Report, are preliminary approximations and subject to post campaign adjustments with respect to campaign performance, technology costs, makegoods to advertisers and bad debt. ADX reserves the right to adjust Commission in its sole and absolute discretion. . The Publisher may choose not to receive default ads by notifying [customercare@addynamix.com](mailto:customercare@addynamix.com) and supplying ADX with Publisher's default ad.. Publisher will generate Commission for an impression, click through or other action, for each unique and frequency capped visitor, viewing, clicking or taking an action on an individual ad from any IP address. Commission payments are made at the Account level and are issued via first-class postage within 30 days of the month end in which activity occurred. All Accounts are settled in US Dollars and checks are only issued for amounts that equal or exceed \$50.00. All unpaid Commission is carried forward until the next pay period. ADX reserves the right to withhold payment for any Account that has not met the \$50.00 minimum payout requirement within the first year of service and reserves the right to terminate such Account as a consequence. ADX reserves the right to cancel any checks not cashed or deposited after six (6) months of the date of issuance. To insure proper payment, Publisher is solely responsible for maintaining accurate contact and payment information for the Account. Account updates may be issued for approval to [customercare@addynamix.com](mailto:customercare@addynamix.com).. ADX reserves the right to withhold payment to Publishers who have not initially provided proper tax identification information. ADX assumes no responsibility for paying income taxes on behalf of its Publishers. By participating in the Network, Publisher assumes complete and absolute sole responsibility for any taxes owed as a consequence of participation in the Network. ADX shall provide Publisher with appropriate tax information, including earnings on Form 1099. Publishers residing in the U.S. agree to provide their Social Security number or Federal Employee Identification number to ADX for tax reporting purposes. Such information will be used for absolutely no purpose other than tax reporting. ADX reserves the absolute right not to pay any Publisher Account that violates any of the terms and conditions set forth herein. ADX will solely and exclusively determine what acts and omissions violate this agreement, which acts include activity that is judged deceptive or fraudulent in nature. Examples of such acts are set forth in paragraph (e) below.

- (d) Publisher Reports and Traffic Audit. ADX will provide Publisher an electronic, regularly updated report detailing the click-through and/or impression traffic from the Publisher Site through any placed AdDynamix Ad (hereafter "Publisher Reports"). ADX's proprietary tracking system will be the sole and exclusive determinant of all traffic measurement. Publisher Reports will be available online at the Site for review by Publisher and will be accessible by Publisher only by means of a login identification number and password that will be issued to Publisher upon approval of a Publisher Account.
- (e) Fraudulent and deceptive Click-Through and Impression activity. ADX, carefully monitors and audits all Publishers' daily click-through and impression activity. Publishers producing fraudulent traffic, including but not limited to forced, automated, artificially created clicks and impressions, extraordinary high click through ratios and duplicate click throughs, use of unsolicited e-mail, inappropriate

newsgroup postings, auto-spawning of browsers, automatic redirecting of users, Publishers clicking on or refreshing their own AdDynamix Ads, blind and misleading links or any other method that records suspicious activity will have their Account removed from the Network. All Commission previously recorded as payable will not be paid.

- (f) Right of Refusal and Termination. ADX reserves the absolute right to refuse service to any applicant and terminate any existing Publisher participation at any time. Publisher must be eighteen (18) of age or older to participate. Examples of refusal and termination include, but are not limited to, fraudulent activity, Publisher's website content deemed inappropriate for any ADX Advertiser such as explicit adult content, pornography, nudity, eroticism, profanity, hate and religious speeches or references, references to software piracy ("warez", illegal "MP3", "cracking", "hacking", "phreaking" websites...). In the event that a Publisher Account is terminated due to low conversions and no n-performance, ADX will accumulate all click throughs or impressions previously earned and schedule payment in accordance with paragraph (c) above ("Payment Process and Conditions).
- (g) Logo Display Right. Publisher acknowledges that we may desire to use Publisher's name and logo in press releases, product brochures and financial reports, or on the Site, indicating that Publisher hosts AdDynamix Ads, and Publisher agrees that we may use Publisher's name and logo in such a manner.

2. Confidentiality; Security. Information related to Publisher's activities during the term of this Agreement, including, without limitation, data generated through any AdDynamix Ad, as well as all ADX software and other ADX intellectual property (collectively, the "**ADX Information**") are confidential and proprietary to ADX. Publisher agrees to not disclose ADX Information to any third party or otherwise use or exploit such information except as may be made public by ADX or as expressly permitted hereunder. Publisher agrees to undertake reasonable security measures to prevent the disclosure of ADX Information.
3. Representations. Publisher represents and warrants to ADX that (i) Publisher has all necessary right, power and authority to enter into this Agreement and to perform the acts required of Publisher hereunder; and (ii) no material that is displayed on the Publisher Site will (A) infringe, violate or misappropriate any copyright, trade secret, trademark or other proprietary or intellectual property right of any third party; (B) constitute libel, defamation, invasion of privacy or the violation of any right of publicity or any other right of any third party; (C) violate any applicable law, statute, ordinance or regulation; (D) be lewd, pornographic or obscene; (E) violate any laws regarding unfair competition, anti-discrimination or false advertising; (F) promote violence or contain hate speech or is threatening or abusive; or (G) contain viruses, Trojan horses, worms or other similar harmful materials. We represent and warrant to Publisher that we have all necessary right, power and authority to enter into this Agreement and to perform the Acts required of us hereunder.

4. **Limitation of Liability.** ADX is not liable for any claim, representation or warranty made by any publisher including, but not limited to, the content of any publisher's web site or the alteration of the appearance or syntax of any link. Under no circumstances will ADX be liable to any party for indirect, incidental, consequential, special or exemplary damages arising from any publisher's performance or non-performance or the operation of any web site by any publisher or advertiser, such as, but not limited to, loss of revenue or anticipated profit or lost business. In no event will ADX's total liability under this agreement exceed the total commissions paid to publisher under this agreement. Publisher is solely responsible for any liability relating to the operation of its own web site.
5. **Disclaimer.** ADX makes no representation or warranty, express or implied, regarding the site or any AdDynamix Ad, including any warranty of merchantability, fitness for a particular purpose or non-infringement, or any warranty arising from course of dealing or course of performance. Without limiting the generality of the foregoing, ADX specifically disclaims any warranty regarding (a) any product or service offered or sold through any web site; (b) the functionality, performance or operation of any web site; and (c) the success of any placed advertisement. ADX is not responsible for the development, operation, maintenance or content of any Publisher or advertiser web site.
6. **Term, Termination and Survival.** The term of this Agreement will commence upon the execution hereof by both parties and will continue until terminated by either Publisher or ADX. Either Publisher or ADX may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, Publisher will immediately take down all AdDynamix Ads from the Publisher Site. Publisher Commissions earned through the date of termination or expiration of this Agreement that remain due and payable will be paid to Publisher by ADX; the terms of such payment of such Publisher Commission will be subject to the terms of payment first set out above. The obligations of the parties which are intended, by their express terms or by necessary implication, to survive the expiration or termination of this Agreement shall so survive.
7. **Indemnification.** Publisher agrees to indemnify and hold harmless ADX and its directors, officers, employees, agents and authorized representatives from and against any costs, losses, liabilities and expenses (including court costs and reasonable attorneys' fees) that ADX may suffer, incur or be subjected to by reason of any legal action, arbitration or other claim by a third party arising out of or as a result of a breach of Publisher's representations, warranties and agreements made hereunder.
8. **Relationship.** ADX and all Publishers are independent contractors, and no partnership, joint venture, agency, franchise, sales representative, or employment relationship will be deemed to exist between or among ADX or any Publisher by virtue of any party entering into a Publisher Agreement or Purchase Order. ADX has no responsibility or liability with respect to any arrangements or agreements that publisher may enter into with other publishers or advertisers. Publisher understands and agrees that no exclusive relationship between or among ADX and any publisher or advertiser is created or

implied by virtue of any party entering into any publisher agreement. We reserve the right to solicit publishers, either directly or indirectly, on terms that may differ from those contained in any Network Publisher Agreement.

9. **Independent Investigation.** Publisher understands and agrees that publisher will not have or acquire by virtue of entering into this Agreement or purchase order any vested, proprietary or other right in the promotion of any product or services or in any goodwill created by publisher's efforts. Publisher has independently evaluated the desirability of publishing any AdDynamix Ad and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.
10. **Governing Law and Jurisdiction.** All disputes between the parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Both parties mutually agree and consent that jurisdiction and venue for all disputes between the parties hereto shall be vested exclusively in the state courts within Los Angeles County.
11. **Arbitration.** Except for the right of either party to apply to the court of jurisdiction for equitable relief to preserve the status quo or prevent irreparable harm, all disputes regarding or arising between the parties hereto that cannot be resolved amicably by good faith negotiations will be subject to arbitration. Either party may initiate arbitration by sending a written demand for arbitration to the other party, setting forth the subject of the dispute and the relief sought. The arbitration will be conducted within 120 days of such demand in Los Angeles, California pursuant to the then effective Commercial Arbitration Rules of the American Arbitration Association (or such rules as are appropriate to the dispute) by three independent, neutral arbitrators appointed in accordance with such rules. Depositions may be taken and discovery may be conducted in any arbitration hereunder subject to reasonable limitations imposed by the arbitrators, consistent with the goal of limiting the cost and time that the parties must expend for discovery. All offers, promises, conduct and statements, whether oral or written, made in the course of any arbitration hereunder by or on behalf of the parties, and the findings of the arbitrators, are confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the arbitration. The decision of the arbitrators will be final and binding upon the parties hereto, and may be entered in any court of competent jurisdiction for judicial acceptance of such award and order of enforcement. The arbitrators' findings will be in writing and will include a detailed summary of the law as it applied to the award and findings of the arbitrators. The costs of arbitration, including administrative and arbitrator fees, will be shared equally by the parties and each party will bear its own costs and attorneys' and witness' fees incurred in connection with any arbitration conducted hereunder.
12. **Miscellaneous.** Except as required by law Publisher may not, without our prior written consent, issue any press release or make any representations or warranties, about us, the Site or any of our products and services. If any provision of this Agreement is held

unenforceable, that provision will be enforced to the maximum extent possible so as to effect the intent of the parties to this Agreement. Without prior written consent, Publisher may not assign or otherwise transfer this Agreement or any of Publisher's rights or duties under this Agreement. This Agreement will inure to the benefit of ADX, its successors and assigns. Nothing in this Agreement is intended or will be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any other provision contained herein. This Agreement constitutes the complete and exclusive understanding and agreement between Publisher and ADX relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications and/or advertisements with respect to the subject matter hereof. This Agreement can be modified only by a formal written agreement signed by persons duly authorized to sign agreements on behalf of Publisher and ADX.