



Publisher Network Agreement

Linkstar Interactive Network, LLC, d/b/a AppClients ("Company"), and the publisher or publisher network herein ("Publisher"), enter into this Publisher Network Agreement ("Agreement") to establish the terms and conditions by which Publisher may enter the Company's network ("AppClients' Network") and market advertisements on behalf of Company and/or its customers. Company and Publisher agree to be legally bound as follows:

1. Definitions

"Ad" or "Creative" means the graphic or text file(s) made available to Publisher to market on behalf of Company and/or its Advertisers.

"Advertiser" or "Customer" means Company and/or the advertiser or advertising agency providing Ads to Company for use on Publisher's Website(s) as specified herein.

"Affiliate Instructions" means any instructions for Publisher set forth on the AppClients' Publisher Interface, including without limitation instructions provided by Company and/or its Advertisers. Publisher shall follow the Affiliate Instructions at all times.

"AppClients' Publisher Interface" means <https://www.AppClients.mobi>.

"Applicable Laws" means all laws, statutes, ordinances, rules, regulations, by-laws, orders or determinations of any governmental authority, statutory body or self-regulatory authority. This includes laws, rules and regulations of any country with respect to data protection and privacy applicable to Publisher in relation to the processing of User information under or in relation to this Agreement.

"Campaign" means a coordinated series of linked advertisements with a single idea or theme.

"Click," "Click-Thru" or "Click-Through" means the activation of a hyperlink using a mouse or other input device as measured by Company.

"Click Agreement" or "Click-Wrap Agreement" means an agreement posted online to set forth a Website's terms of service or to establish the terms of a business relationship.

"Company Code" means pixels, intellectual property or other computer code provided by Company for use by Publisher.

"EU Data Protection Laws" means the European Union (EU) Directive 95/46/EC and all national implementing legislation, as transposed into domestic legislation of each Member State and as amended, replaced or superseded, including by the EU General Data Protection Regulation 2016/679 (GDPR) and laws enforcing or supplementing the GDPR.

"Event" means the specific User action (i.e., click, download and install) identified in the Campaign as the action necessary to.

"Impressions" means the number of times an Ad is served to, and received by, a unique visitor on Publisher's Website(s) or other Publisher Media as measured by Company.

"Network IP" means the Ads, Company Code or other intellectual property made available to Publisher in connection with its performance under this Agreement.

"Prohibited Conduct" means conduct during the course of performance of this Agreement that is listed or related to the proscribed conduct listed in Section 3 below.

"Publisher Media" shall mean the Website(s), search engine(s), software development kit (SDK), application software, or other electronic media on which Publisher places Ads.

"Unique Event" means a User who (i) completes a specified action identified in a Campaign and (ii) has not already completed the action with the applicable Advertiser and/or Company or with the Advertiser's and/or Company's Campaign.

"Unit" means a User's completion of the Event identified for a Campaign in the AppClients Network.

"User" means any person accessing Publisher's Media.

"Valid Event" means a Unique Event that provides accurate, current, complete, valid information and User action as required and identified by a Campaign.

"Website" means an HTML document containing a set of information available via the Internet.

2. AppClients Network

A. Network Application. Membership in the AppClients Network is subject to prior approval by Company. Publisher shall complete an application to join the AppClients Network. Publisher may be asked to provide the following information on the Network Application: (i) Website information, including but not limited to title, URL, privacy policy, type of Website, number of daily page views, category of Website, content language, whether the Website is incentivized, Website description, and keywords; (ii) contact information, including but not limited to name, job title, telephone number, fax number, e-mail address, and mailing address; (iii) payment information, including but not limited to payee type, name, address, telephone number, tax ID, social security number, and minimum payment amount; and (iv) account information, including but not limited to account name and password. Company reserves the right to require Publisher to submit additional information to verify Publisher's identity or account, including but not limited to Publisher's driver's license and social security card. For purposes of this Agreement, Company's acceptance of Publisher's Network Application shall in all cases be evidenced by a an email from the Company Compliance Department clearly communicating acceptance of Publisher's Network Application, which email also contains further instructions for Publisher regarding participation in the AppClients Network.

B. Network Membership. Company reserves the right to refuse service to any new or existing Publisher for any reason, in its sole discretion. Approval of membership in the AppClients Network is limited to the Website(s) for which Publisher has applied for approval by Company. Company reserves the right, in its sole discretion and without liability, to reject, omit or exclude any Publisher or Website for any reason at any time with or without notice to Publisher and regardless of whether such Publisher or Website was previously accepted. Without limiting the foregoing, Company reserves the right to require a potential or existing Publisher to submit detailed descriptions or explanations of the Publisher's Website(s) or application(s) functionality and back-end technology. Refusal to participate or

answers deemed unsatisfactory constitute grounds for non-acceptance or termination from the AppClients Network. This Agreement is voidable by Company immediately if Publisher fails to disclose, conceals or misrepresents itself in any way. If approved by Company, Publisher may have more than one account; however, each account shall be obligated and bound by these same terms and conditions. In any event, Company reserves the right to reject or approve additional accounts or Websites, and is under no obligation to accept any account or Website, even if the additional account or Website is the property of an already approved Publisher. All activity for a given account may be consolidated into one report.

C. Publisher Networks as Network Members. Any Publisher that consists of an aggregation of publishing affiliates, each of which owns or operates various Website domains (collectively, a "Publisher Network," representing one or more "Sub-Publishers"), hereby agrees to the following terms and conditions:

(i) Publisher Network shall provide Company with contact information for any Sub-Publisher within 24 hours of Company's request. Contact information shall include, without limitation, contact name, mailing address, telephone number, and email address.

(ii) Publisher Network shall report to Company a unique sub-ID for each Sub-Publisher, which shall not be rotated, altered or reused by Publisher Network in any way.

(iii) Within 24 hours of Company's request, Publisher Network shall remove any Sub-Publisher from Company's and/or its Advertisers' campaign(s).

(iv) Publisher Network shall be responsible and liable for each Sub-Publisher's conduct and compliance under this Agreement and Publisher Network shall indemnify, defend and hold harmless Company and its officers, directors, employees, agents, representatives, shareholders, affiliates, and Advertisers (collectively "Company Parties") from and against any and all allegations, claims, actions, causes of action, lawsuits, inquiries, investigations, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") incurred by, or imposed or asserted against, the Company Parties arising from or relating to a Sub-Publisher's breach of any obligation, duty, representation or warranty under this Agreement.

(v) Publisher Network shall not utilize, in its performance under this Agreement, any Sub-Publisher that is on Company's list of Prohibited Publishers ("Prohibited Publishers") posted on the AppClients' Publisher Interface or provided to Publisher Network, and which may be updated from time to time. It no event will Company pay for traffic or services provided by Prohibited Publishers.

D. Non-Solicitation of Network Members. During the term of this Agreement and for six months thereafter, Publisher shall not knowingly solicit any on-line advertiser, publisher, Website, or email provider that is a member of the AppClients Network. In the event Publisher does so directly contract with such a party, Publisher shall pay Company an additional commission equal to what Company would otherwise have earned had Publisher not violated this Section 2(d).

E. Sharing of Network Member Information. Company may provide Publisher information, including but not limited to application information, account information, Units, and statistics to: (i) Advertisers in response to their request or in the event of a dispute; (ii) law enforcement officials or governmental agencies in response to their request, when permitted or required by law or to establish Company's compliance with Applicable Laws; and/or (iii) third parties when trying to protect against or prevent actual or potential fraud or unauthorized transactions, investigating fraud that has already taken place, enforcing or applying existing terms and conditions and/or other agreements, protecting the rights,

property or safety of Company Websites, Users or others, or responding to subpoenas, court orders or legal process, or to establish or exercise legal rights or defend against legal claims.

F. Network Services. Publisher understands and agrees that from time to time the services provided by Company pursuant to this Agreement ("Network Services"), including the Company advertising campaigns, may be inaccessible, unavailable or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Company may undertake from time to time; and/or (iii) causes beyond the control of Company or that are not reasonably foreseeable by Company, including without limitation interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation or inaccessibility of Websites or interfaces, network congestion, or other failures. While Company will attempt to provide the Network Services on a continuous basis, Publisher acknowledges and agrees that Company has no control over the availability of the Network Services on a continuous or uninterrupted basis. Publisher also understands and agrees that Company is not responsible for the functionality of any third party Website, interface, link, or Ad, including but not limited to those of its Advertisers. The terms of this Agreement are subject to the limitations of Company hardware, software and bandwidth. Company's failure to deliver the Network Services because of technical difficulties does not amount to a failure to meet the obligations of this Agreement.

3. Prohibited Conduct

A. No Acceptance of Prohibited Conduct. Company will not accept traffic from Publisher's Media that contains, produces, promotes, relates to, or has characteristics of Prohibited Conduct. Company will not compensate Publisher for traffic generated through Prohibited Conduct.

B. Prohibited Conduct Defined. "Prohibited Conduct" means:

(i) *Ad Placement & Tracking.* Publisher shall not: (1) place Ads on non-approved Websites, web pages, or media or in such a fashion that may be misleading or deceptive to the User; (2) incentivize or offer points, rewards, cash, or prizes for any User action unless it is expressly noted on the AppClients' Publisher Interface that the campaign may be incentivized by Publisher; (3) place statements near an Ad requesting that Users "click" on the Ad (i.e., "Please click here") or "visit" the sponsor (i.e., "Please visit our sponsor"); (4) place misleading statements near an Ad (i.e., "You will win \$5,000"); (5) redirect traffic to a Website other than that listed by the particular Advertiser; (6) ask Users to take advantage of Ads or offers other than those listed by the particular Advertiser; (7) use invisible methods to generate Impressions, Clicks, or transactions that are not initiated by the affirmative action of the User; (8) engage in any advertising via facsimile or telemarketing; (9) engage in any advertising to telephones or portable electronic devices through use of SMS, Smart Messaging, EMS, MMS, or any other type of text messaging service or protocol; (10) abuse Craigslist, Facebook, MySpace, Twitter or other similar Websites or media to drive traffic to Ads or Websites. For purposes hereof, "Abuse" shall mean spamming, sending any unsolicited mass mailing or instant messaging, using MySpace, Craigslist, Facebook or Twitter for commercial purposes, making any automated use of the systems, such as using scripts to send bulletins or other communications, or any other activity that violates the terms of use for Craigslist, Facebook, MySpace, Twitter or similar websites or media; (11) attempt in any way to alter, modify, eliminate, conceal, spoof or otherwise render inoperable or ineffective the Website tags, source codes, links, pixels, postback tracking or server-side tracking, modules, or other data provided by or obtained from Company that allows Company to measure Ad performance and provide its services; or (12) block, mask or alter a referring URL.

(ii) *Websites and Media.* Publisher shall not place any Ads or Network IP on Websites or media that contain, promote, reference, or have links to: (1) blank web pages or media or on

web pages or media with no content; (2) profanity, sexually explicit material, hate material, material that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other material deemed unlawful, unsuitable or harmful to the reputation of Company and/or its Advertisers; (3) software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity; (4) illegal activities or advice; (5) deceptive acts or practices; (6) violations of the intellectual property or privacy rights of others; (7) personal web pages, free hosted pages, or Websites under construction; (8) charity clicks/donations, paid to surf, Active X downloads, all affiliate links; or (9) activities generally understood as Internet abuse, including but not limited to the sending of unsolicited bulk electronic mail or the use of Spyware. For purposes hereof, "Spyware" shall mean computer programs or tools that: (i) alter a computer User's browser or other settings or use an ActiveX control or similar device to download ad supporting software without providing fair notice to and obtaining affirmative consent from the User; (ii) prevent a computer User's reasonable efforts to block the installation of or disable or remove unwanted software; (iii) remove or disable any security, anti-Spyware or anti-virus technology on a User's computer; (iv) send email through a User's computer without prior authorization; (v) open multiple, sequential, stand-alone advertisements in the User's Internet browser which cannot be closed without closing the Internet browser or shutting down the computer; or (vi) other similar activities that are prohibited by Applicable Laws.

(iii) *Search.* Publisher shall not: (1) violate the terms of use of any search engines being utilized; (2) engage in search engine spam, doorway pages, cloaking, etc.; (3) bid on any trademarked names or terms in any PPC/"keyword"/"adword"/campaign; or (4) conduct search ads falsely suggesting a link between Company and a third party or otherwise infringing on a third party's intellectual property or privacy rights.

(iv) *Email.* All email campaigns shall be conducted in accordance with the Company Email Guidelines set forth on Exhibit A attached to this Agreement and incorporated herein.

(v) *Banners.* Publisher shall not modify banner Creative or utilize any banner that is not available on the AppClients' Publisher Interface. Publisher may submit banners to Company for review and approval by submitting them to Company account manager.

4. Ad Content and Placement

A. Compliance with Industry Standards. Publisher agrees to undertake and complete the services as specified by the AppClients Network, including all Ad placement restrictions or channels specified, in accordance with the highest industry standards. Publisher shall position the Ads in such a manner to assure that they are fully and clearly visible to consumers and displayed in a similar manner as other merchants included in the Website or email.

B. No Modifications to Ads, Company Code or Network IP. Except as expressly permitted under this Agreement, Publisher shall not alter, copy, modify, take, sell, re-use, or divulge in any manner any Ad, Company Code or Network IP provided by Company without Company's prior written consent. Publisher may not copy Company's Ads and display them from Publisher's Website directly, redirect traffic to a Website other than that listed by Company and/or the Advertiser, or ask Users to take advantage of Ads or offers other than those listed by Company and/or the applicable Advertiser. Copying, changing or altering any Company content without the prior written consent of Company shall be grounds for non-payment and termination. The intellectual property rights in any approved modifications to Ads, Company Code or Network IP shall be owned solely by Company.

C. Requirements. Publisher shall be solely responsible for placing Ads on the Publisher Media, which placement shall be subject to the terms and conditions of this Agreement. Publisher also is

responsible for full delivery of accurate, current, complete, valid data in the requested format as specified through the AppClients' Publisher Interface or by a Company representative. Publisher shall comply with all Affiliate Instructions posted on the AppClients' Publisher Interface or otherwise communicated to Publisher by Company. Publisher shall only place Ads on Approved Publisher Media.

D. Flight Dates and Unit Caps. When an Advertiser has set specific start and end dates over which an Ad runs ("Flight Dates") and/or capped the Units it is purchasing, Publisher shall not place Ads after either limitation is met. Publisher also shall not run an Ad after Company has posted new Creative to run in lieu of such Ad. Company reserves the right to pay Publisher only for Units delivered using the proper Creative and/or within the Flight Dates or Unit limitations. PUBLISHER AGREES TO REVIEW THE AVAILABILITY OF ADS IT HAS PLACED WITHIN ITS MEDIA ON A REGULAR AND TIMELY BASIS. IT IS THE PUBLISHER'S SOLE RESPONSIBILITY TO CHANGE ADS WITHIN ITS MEDIA WHEN AN AD IS NO LONGER AVAILABLE IN THE APPCLIENTS NETWORK OR HAS NO UNITS REMAINING FOR DELIVERY. COMPANY ASSUMES NO RESPONSIBILITY TO NOTIFY PUBLISHER WHEN AN AD IS NO LONGER AVAILABLE IN THE APPCLIENTS NETWORK OR HAS NO UNITS REMAINING FOR DELIVERY OR WHEN AN ADVERTISER'S LINK IS INOPERABLE.

5. Data Qualification and Integrity

A. Only Units that constitute Valid Event, as defined above, will be considered for payment by Company. Any Units or data submitted that are not Valid Events will not be paid. Upon payment, Company shall have no further obligation to Publisher. Company and/or its Advertisers, in their sole discretion, shall have the right to market and re-market the person(s) and or data represented in the Unit, without further obligation to Publisher.

B. Company will not compensate Publisher for Units or data that have been received and rejected by an Advertiser for any reason, including but not limited to duplicates, invalid data, incomplete data, data of low quality, or fraudulent data. Company will not compensate Publisher for Units or data that have been determined by Company, in its sole discretion, to be subject to rejection for any reason, including but not limited to duplicates, invalid data, incomplete data, data of low quality, or fraudulent data. In the event that Publisher has already received payment for such Units or data, Company reserves the right to seek credit or remedy from future earnings or to demand reimbursement from Publisher. Publisher and Company acknowledge that any Units or data rejected as not Valid Event may be retained and marketed by the Advertiser and/or Company, to the extent possible. The Unit price for Valid Event offered to and accepted by Publisher includes compensation for such data and is also predicated upon Publisher being paid in an expedited manner (which may include Publisher receiving payment from Company before Company receives payment from the Advertiser), and the price for Valid Event would otherwise be less.

C. Publisher shall not generate Clicks, Impressions, leads, acquisitions, downloads, or installs by: (i) auto spawning browsers, automatically redirecting Users, or any other technique of generating "automated" Click-Throughs; (ii) falsely generating User data; (iii) posting User data that is older than 48 hours;; or (iv) Prohibited Conduct.

D. All Click-Throughs must: (i) go through Company's unique gateway; and (ii) be recorded by Company's server.

6. Network Quality/Right to Audit

A. Network Quality. Company will not tolerate or accept any activities it deems harmful or potentially damaging to its reputation or business, or that of its Advertisers, including but not limited to Prohibited Conduct. Publishers that commit fraudulent activities, including but not limited to false Clicks, Impressions, leads, acquisitions, downloads or installs, will not be compensated and will have their accounts terminated from the AppClients Network.

B. Right to Audit. Publisher agrees that at all times during the term of this Agreement and for one (1) year thereafter, it shall maintain accurate books and records relating to its performance under this Agreement, including books and records relating to its Sub-Publishers. Publisher agrees that Company, or any designee of Company, shall have the right, once per each six (6) month period, at Company's sole cost and expense, to examine, inspect, audit, review and copy (an "Audit") or make extracts from all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to Publisher at least five (5) business days prior to the commencement of an Audit.

7. Proprietary Rights

A. License. At the agreed upon pay-out price and provided that Publisher complies with all provisions of this Agreement, Company hereby grants to Publisher a nonexclusive, nontransferable, limited, revocable license to use, execute and display the Network IP solely for the purpose of performing its obligations under this Agreement and subject to the terms of this Agreement. Except for the limited license expressly granted in this Section, nothing in this Agreement shall be construed as Company granting Publisher any right, title or interest in Network IP. Publisher acknowledges and agrees that Company and/or Advertiser owns all right, title and interest in and to the Network IP and all related intellectual and proprietary rights of any kind anywhere in the world. Publisher's use of the Network IP or the results created thereby, or its dissemination or distribution of this information except as expressly permitted by this Agreement is strictly forbidden and will result in the termination of this limited license and may result in Publisher being held liable under Applicable Laws.

B. Intellectual Property Ownership. Subject to the limited licenses granted to Company and Publisher hereunder, each party shall own and retain all right, title and interest in its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, testimonials, endorsements, know how, and proprietary technology, including without limitation those trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, testimonials, endorsements, know how, and proprietary technology currently used or which may be developed and/or used by it in the future ("Intellectual Property"). Except as provided in this Agreement, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works, or otherwise use any of the Intellectual Property of the other party without the express prior written consent of such party.

C. Data Ownership. Publisher understands and agrees that all data, including but not limited to personally identifiable information provided by Users in response to an Ad and any and all reports, results, and/or information created, compiled, analyzed, or derived by Company from such data is the sole and exclusive property of Advertiser and/or Company and is considered Confidential Information pursuant to this Agreement. Company and/or its Advertisers, in their sole discretion, shall have the right to market and re-market the Users and/or data without further obligation to Publisher. Publisher shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such information, or any portion thereof, to any third party.

D. Company Websites. For purposes of this Agreement, all Websites that are owned, operated or hosted by or on behalf of Company and its affiliates, including without limitation Company's branded Websites at <http://www.AppClients.mobi>, are referred to herein collectively as the "Company Websites." Publisher agrees that it will not use the Company Websites or any content therein or data obtained therefrom for any purposes other than to fulfill its obligations under this Agreement and that Publisher will not disseminate any of the information contained on the Company Websites. Publisher agrees that it will not use any automated means, including without limitation agents, robots, scripts, or spiders, to access or manage its account(s) with Company or to monitor or copy the Company Websites or the content contained therein except via automated means expressly made available by Company, if any, or authorized in advance and in writing by Company (e.g., Company-approved third party tools and services). The Company Websites contain robot exclusion headers and Publisher agrees that it will not bypass Company's robot exclusion headers (including using any device, software or routine to accomplish that goal), or to interfere or attempt to interfere with the proper working of the Company Websites or any program thereon, or the Company system. Without limitation to the foregoing, Publisher further agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the Company Websites, any programs thereon, or Company's infrastructure, as determined by Company.

8. Representations and Warranties

A. Publisher Responsibility. The parties hereby acknowledge that Publisher is solely responsible for the method of dissemination of the Ads, and that Company will not have any control over the method of dissemination and is relying entirely on these representations and warranties made by Publisher.

B. Publisher Warranties. Publisher represents, warrants, covenants, and acknowledges that: (i) it will provide and maintain the resources, personnel and facilities suitable to perform its obligations under this Agreement; (ii) it will comply with all applicable international, federal, state, and local laws, rules, regulations, FTC guidelines, and EU Data Protection Laws when marketing to Users that reside in the European Economic Area (EEA), including without limitation those relating to advertising, consumer protection, the Internet, privacy, email, data security, and unfair business practices; (iii) it will comply with all IAB standards, guidelines and best practices, including but not limited to those relating to lead generation, data transfer, privacy, and email; (iv) it will not engage in Prohibited Conduct; (v) it will comply with its privacy policy; (vi) Publisher is at least 18 years of age on the effective date of this Agreement; and (vii) Company does not make any specific or implied promises as to the successful outcome of any campaigns.

C. Mutual Warranties. Each party represents and warrants to the other that: (i) it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this Agreement; (ii) neither the execution, delivery, nor performance of this Agreement will result in a violation or breach of any contract, agreement, order, judgment, or decree to which such party is bound; and (iii) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

9. Privacy

A. Obligations. Internet consumer privacy is of paramount importance to Company, its subsidiaries and its Advertisers. Company is committed to protecting the privacy of consumers and Advertisers, and to doing its part to maintain the integrity of the Internet. Publisher therefore affirms and attests that it will adhere to fair information collection practices with respect to its performance under this Agreement. Each party undertakes to comply with all Applicable Laws in regards to User data, including EU Data Protection Laws when marketing to Users that reside in the European Economic Area (EEA).

B. Privacy Requirements. Publisher shall prominently post on its Website(s) an easy to understand privacy policy that: (i) is in compliance with all FTC guidelines and any other Applicable Laws, rules and regulations with respect to online privacy; (ii) identifies the nature and scope of the collection, use and transfer of information gathered by Publisher and offers Users an opportunity to opt-out from such collection, use and transfer of the data; (iii) permits Publisher to provide data to Company for the purposes contemplated by this Agreement; and (iv) alerts Users to the fact that third party advertisers or advertising networks also may collect information from the Website(s). Publisher shall fully comply with the privacy policy posted on Publisher's Website(s) at all times.

C. Notification of Changes. Publisher shall notify Company at least three (3) business days in advance of any changes to any applicable privacy policy and shall provide Company with a revised copy of the privacy policy prior to the effective date of the change(s).

10. Payment

A. Payment Rate. Company reserves the right to set campaign rates, which may vary with market conditions. Publishers typically will be paid within 30 days from the last business day of each calendar month in which earnings are accrued. Publisher shall not invoice Company. Publishers will be paid at the account level. All accounts will be settled in US dollars (\$US). No payment will be issued for any amount less than \$25US ("Minimum Payment Threshold"). All unpaid earnings will rollover to the next pay period. Any Publisher account that goes unpaid for six months becomes subject to immediate payoff and dismissal from the AppClients Network. As a condition to Company's obligation to make payments hereunder to Publisher, Publisher must have on file with Company a completed and accurate W-9 (for US-based Publishers) or a completed and accurate W-8 (for non-US-based Publishers). Publisher payments will be withheld until the appropriate taxation documents are received by Company. If the required tax documents are not on file with Company within three (3) months of the date of a scheduled payment, Company may charge a monthly administrative fee, representing Company's cost of establishing and maintaining Publisher's account, equal to 25% of the original balance. All payments are based on statistics available to, or estimated by, Company as defined, accounted and audited by Company. Company reserves the absolute right to withhold payment from accounts or Publishers that violate any of the terms and conditions set forth herein. Company will determine, in its sole discretion, whether acts or omissions are deceptive, fraudulent or violate this Agreement.

B. Breach or Fraud. If, in Company's opinion, Publisher violates this Agreement, refuses to fulfill its responsibilities or commits fraudulent activity, Company reserves the right to withhold payment and take appropriate legal action.

C. Calculation. Calculation of Publisher earnings shall be in Company's sole discretion, the exercise of which shall include, without limitation, an assessment of the quality of Publisher's traffic. In the event Publisher disagrees with any such calculation, Publisher shall, within 15 days of receipt of such calculation, send a written request to Company detailing, with specificity, Publisher's concerns. Thereafter, Company will provide Publisher with an explanation or, if such calculation is determined by Company to be incorrect, an adjustment. In all cases, Company's calculations shall be final and binding.

11. Indemnity. Publisher is solely responsible for any legal liability arising out of or relating to: (i) Publisher's Website(s); (ii) any material to which Users can link through Publisher's Website(s); and (iii) any consumer and/or governmental/regulatory complaint arising out of any campaign conducted by Publisher, including but not limited to any spam or fraud complaint and/or any complaint relating to failure to have proper permission to conduct such campaign to the consumer. Publisher shall indemnify, defend and hold harmless Company and its officers, directors, shareholders, employees, agents,

representatives, affiliates, and Advertisers (collectively "Company Parties") from and against any and all allegations, claims, actions, causes of action, lawsuits, inquiries, investigations, damages, liabilities, obligations, costs, and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") incurred by, or imposed or asserted against, the Company Parties which, if true, would constitute or relate to any claims, suits or proceedings for (a) libel, defamation, violation of rights of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Publisher's Website(s) and/or Publisher's performance under this Agreement; (b) any breach by Publisher of any obligation, duty, representation, or warranty under this Agreement; (c) any breach by Company of any obligation, duty, representation, or warranty to provide Ads for placement on Publisher's Website(s) due to any breach by Publisher of this Agreement; (d) a contaminated file, virus, worm, or Trojan horse originating from Publisher's Website(s); or (e) gross negligence or willful misconduct by Publisher.

12. Limitations of Warranties and Liability

A. Disclaimer of Warranties. ALL SERVICES PROVIDED BY COMPANY ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS, COMPANY MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

B. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO PUBLISHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. IN NO EVENT SHALL COMPANY'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE LESSER OF THE AMOUNT PAID TO PUBLISHER FOR THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION OR TEN THOUSAND DOLLARS (\$10,000.00). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

C. Consideration. PUBLISHER ACKNOWLEDGES THAT COMPANY HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO PUBLISHER.

13. Term and Termination

A. Termination. This Agreement, as may be amended, applies to Publisher for as long as Publisher distributes Ads for Company and may not be replaced or superseded by a Click Agreement or

Click-Wrap Agreement presented by Publisher. Company reserves the right to terminate this Agreement and remove any Publisher from the AppClients Network at any time, with or without cause.

B. Post-termination. Upon termination, Publisher agrees to immediately remove from its Website(s) any and all Network IP. Publisher will be paid, in the next scheduled payment cycle following termination, all legitimate, non-fraudulently accrued, earnings due up to the time of termination. If Publisher has not reached the Minimum Payment Threshold, Publisher will be charged an administrative fee representing Company's cost of establishing and maintaining Publisher's account; such fee to be any balance remaining in Publisher's account.

14. Confidentiality and Non-disparagement

A. Confidentiality. Publisher acknowledges that Company may provide Publisher with information that is confidential and proprietary to Company or a third party, as is designated by Company or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"), including but not limited to Company's campaign rates, Company Code and Network IP. Publisher may use Confidential Information received from Company only in connection with and to further the purposes of this Agreement. Confidential Information shall not be commingled with information or materials of others and any copies shall be strictly controlled. Publisher agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of Company. Upon termination of this Agreement, or upon written request by Company, Publisher shall destroy or return to Company any Confidential Information provided by Company under this Agreement. Publisher further agrees that if Publisher breaches this confidentiality provision, Company will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief and its reasonable attorneys' fees incurred in enforcing this provision. The obligations of confidentiality in this provision shall not be affected by the termination of this Agreement.

B. Non-disparagement. Publisher agrees to refrain from any disparagement, defamation, libel, or slander, or interference, tortious or otherwise, with the contracts and relationships of Company, as well as its officers, directors and employees. Publisher further agrees that if Publisher breaches this non-disparagement provision, Company will be irreparably harmed as a matter of law and will be entitled to immediate injunctive relief and its reasonable attorneys' fees incurred in enforcing this provision. The obligations of this provision shall not be affected by the termination of this Agreement.

15. Choice of Law, Jurisdiction and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania, except for its conflicts of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania situated in Harrisburg and the federal courts situated in the United States District Court for the Middle District of Pennsylvania, in connection with any action arising under this Agreement.

16. Entire Agreement and Modification. This Agreement contains the entire understanding and agreement of the parties and there have been no agreements, promises, representations, warranties, or undertakings by either of the parties, either oral or written, except as stated in this Agreement. Company shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement. Publisher's continued use of the AppClients Network after the effective date of such Change shall be deemed Publisher's acceptance of the revised Agreement. No change, modification or amendment of any provision of this Agreement by Publisher will be valid unless set forth

in a written instrument signed by an executive of both parties with the corporate authority to do so. This Agreement may not be changed, modified, amended, or superseded in any way by a Click Agreement or Click-Wrap Agreement proffered by Publisher. Company's assent to a Click Agreement or Click-Wrap Agreement proffered by Publisher for the purpose of accessing statistics or advertising material or monitoring Publisher's compliance with this Agreement shall have no force or effect.

17. Notice. Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to: (i) for Company, via registered mail, return receipt requested or via an internationally recognized express mail carrier to: AppClients, Attn: Legal Department, 2300 Vartan Way, Suite 100 Harrisburg, PA 17110 (effective upon actual receipt); and (ii) for Publisher, at the email address listed on Publisher's account (effective upon sending) or via registered mail, return receipt requested or via an internationally recognized express mail carrier to the physical address listed on Publisher's account (effective upon actual receipt).

18. Assignment. No rights or obligations under this Agreement may be assigned by Publisher without the prior written consent of Company. Any assignment, transfer or attempted assignment or transfer in violation of this Section shall be void and of no force and effect. Company and any of its subsequent assignees may assign this Agreement, in whole or in part, or any of its rights or delegate any of its duties under this Agreement, to any party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

19. Independent Contractors. Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties is expressly disclaimed. Except as set forth herein, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

20. Marketing. Publisher shall not release any information regarding campaigns, Ads or Publisher's relationship with Company or its Customers, including without limitation in press releases or promotional or merchandising materials, without the prior written consent of Company. Company shall have the right to refer to its work for, and relationship with, Publisher for marketing and promotional purposes, which includes use of Publisher's trademarks and logos on Company's collateral, sales material and Websites. No press releases or general public announcements shall be made without the mutual consent of Company and Publisher.

21. Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

22. Survival and Severability. Any obligations which expressly or by their nature are to continue after termination, cancellation or expiration of this Agreement shall survive and remain in effect after such happening. Each party acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. All provisions are inserted conditionally on their being valid in law. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the Agreement, then: (i) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Laws; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

23. Remedies and Waiver. Except as otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies that the party may possess at law or in equity. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

PUBLISHER:

LINKSTAR INTERACTIVE NETWORK, LLC
d/b/a AppClients

Company: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
Company Email Guidelines

The following additional terms apply to all email campaigns conducted under this Agreement.

1. Spam Policy. Company has a strict policy against sending unsolicited commercial email ("UCE"), commonly referred to as "Spam." Publisher represents and warrants that all email Ads delivered under this Agreement will be to permission-based subscribers. Any claims against Company from recipients of the email Ads that such email Ads constitute UCE will be directed to Publisher and Publisher shall make reasonable efforts to satisfactorily resolve the issue with the recipient.

2. Email Lists

A. All emails sent by Publisher under this Agreement shall be delivered to email lists owned or managed solely by Publisher. Brokering third party deals to deliver Ads is strictly prohibited and grounds for immediate termination, as well as other legal remedies.

B. Publisher shall maintain at all times during the term of this Agreement, and for a period of three years thereafter, complete and accurate subscriber sign-up/registration data for every subscriber to Publisher's email list(s). Publisher agrees that, within one business day of Company's request, it shall provide, at a minimum, the following subscriber sign-up/registration data for any email address to which Publisher sends an email Ad: (i) subscriber email address used to sign-up/register for Publisher's email list; (ii) subscriber's IP address; (iii) date and time of subscriber's sign-up/registration for Publisher's email list; and (iv) location (URL) of subscriber's sign-up/registration.

3. Campaign Preparation. Prior to sending any email Ad to its subscribers under this Agreement, Publisher shall download the applicable suppression file for the campaign and "scrub" its email list against the file. Publisher shall not use any Company or Advertiser suppression file(s) for any other purpose or permit, through act or omission, its Sub-Publishers to do so.

4. Campaign Requirements

(a) Publisher represents and warrants that:

(i) it shall comply with all applicable international, federal, state, and local laws, rules and regulations governing commercial email, including but not limited to the CAN-SPAM Act of 2003, the California Business and Professions Code, §§ 17529 et seq., and any applicable state registry laws, such as the Michigan Children's Protection Registry (<https://www.protectmichild.com/senders/>) and the Utah Child Protection Registry (<https://www.registrycompliance.com/apply.html>), and EU Data Protection Laws when marketing to Users that reside in the European Economic Area (EEA);;

(ii) it shall use only approved email Creative and subject lines available on the AppClients' Publisher Interface. Publisher shall not use email to promote any campaign that does not have approved email Creative available on the AppClients' Publisher Interface;

(iii) any and all email Ads sent by Publisher shall include: (1) a clear and conspicuous identification that the message is an advertisement; (2) a functioning return electronic mail address; (3) a clear and conspicuous Internet-based opt-out mechanism for the Advertiser and Publisher that function for at least 30 days after the transmission of the message; and (4) valid physical postal addresses for the Advertiser and Publisher;

(iv) it shall allow Users to opt-out without requiring payment, information beyond a User's email address or any other obligation as a condition for accepting or honoring a User's opt-out request, including but not limited to requiring a User to visit more than a single Internet Web page, and it shall honor all opt-out requests within forty-eight consecutive hours of receipt;

(v) it shall not sell, lease, exchange, or otherwise transfer or release any email address for which Publisher has received an opt-out request;

(vi) it shall not send any email Ads with false, deceptive or misleading header information (source, destination and routing information), subject lines or from lines;

(vii) it shall accurately identify Publisher as the initiator of the email in the "from" line. Publisher shall not, for example: (1) use a brand name in the from line; (2) use a celebrity's name in the from line; (3) send email "from" individuals that do not exist or are not actually involved in sending the email; or (4) send, or otherwise indicate an email is "from," a group or department that does not exist;

(viii) all mailing domains shall be publicly registered. Publisher shall provide the WHOIS database the accurate name and physical postal address of Publisher, such that the domain name in the "from" and "reply-to" headers of each email identify Publisher via a WHOIS database search. Publisher shall not use WHOIS Guard or a similar technology which masks the identity of a sender, in connection with its performance of this Agreement;

(ix) it shall not pre-date or post-date emails;

(x) it shall scrub its email list against the list of wireless domains found at <http://www.fcc.gov/cgb/policy/DomainNameDownload.html> at least once every 30 days;

(xi) it shall only send to United States email addresses for which a message to such address would not constitute a mobile service message as defined by the CAN-SPAM Act of 2003; and

(xii) it shall not send any Ads via newsletters or other emails having multiple Advertisers.

5. Remedies

A. Publisher recognizes that a breach of the Company Email Guidelines could result in immediate, extraordinary and irreparable damage to Company and/or its Advertisers and that such damages may be difficult to measure. Accordingly, Publisher agrees that should it be in breach of any of the Company Email Guidelines, Company may, in addition to other legal remedies, terminate this Agreement immediately (including any payment obligations) and be entitled to liquidated damages of up to \$1,000.00 per breach. Publisher further agrees that such liquidated damages are reasonable and do not constitute a penalty.

B. Publisher shall indemnify, defend and hold Company harmless for any Losses arising out of any breach of these Company Email Guidelines pursuant to Section 11 of this Agreement.