

THIS AFFILIATE AGREEMENT (“Agreement”) is entered into as of [REDACTED] between the company/person described below (“Affiliate” or “You”) and CMS4Media, LLC (“CMS4Media”), both of which are collectively referred to as a “Party” or “Parties.”

WHEREAS, CMS4Media is the business of advertisement distribution, designing, implementing, and executing marketing campaigns for its clients.

WHEREAS, Affiliate wishes to enter with CMS4Media in this Agreement aimed at executing CMS4Media’s marketing campaigns for its clients.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

Unless indicated otherwise, the terms listed below have the following meanings:

(a) *Advertising Campaign*—a set of advertising activities conducted by CMS4Media at the request of Advertisers; and

(b) *Advertiser*—CMS4Media’s client.

2. Promotional Materials

CMS4Media shall make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website (the “Promotional Materials”). Affiliate shall display the Promotional Materials on Affiliate’s website prominently and as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement (as provided for in Ex. 1) and the specific directions provided for by CMS4Media or an Advertiser.

3. Use of Promotional Materials

The Affiliate’s use and display of the Promotional Materials on the Affiliate’s website shall conform to the following terms, conditions, and specifications:

(a) Affiliate may not use any graphic, textual, or other materials to promote CMS4Media’s materials, products, or services other than the Promotional Materials provided by CMS4Media, unless CMS4Media approved such other materials in writing prior to their display.

(b) Affiliate may only use the Promotional Materials for the purpose of promoting CMS4Media’s or its client’s products or services, and for linking to CMS4Media’s website.

(c) Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials provided by CMS4Media. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from the CMS4Media for such alteration or modification.

(d) Affiliate will not use the Promotional Materials on any website that:

- (1) Promotes sexually explicit materials;
- (2) Promotes violence
- (3) Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (4) Promotes illegal activities;
- (5) Incorporates any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights or to violate the law;
- (6) Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable to CMS4Media in its sole discretion.

4. Payment

In consideration for carrying out Advertising Campaigns, CMS4Media will remunerate the Affiliate in accordance with the payment schedule provided for in Exhibit 1.

CMS4Media will present the Affiliate by the 15th of each month with a statement of Advertising Campaigns that have ended and were settled with a respective Advertiser in the previous month. The record will be sent to the designated email address of the Affiliate in .DOC, .PDF, or .XLS format.

The Affiliate will then issue an invoice for the service after receiving CMS4Media's statement, but not later than on the last day of the calendar year or on the date of the termination of the Agreement. CMS4Media will issue payment to the Affiliate account indicated on the invoice within 30 days from the delivery of an invoice issued correctly by the Affiliate. Parties acknowledge that CMS4Media has the right to set prices of Advertising Campaigns for Advertisers on the basis of their own price lists and discount systems.

5. Cancellation

CMS4Media or Affiliate may cancel this Agreement for any reason by providing 30 days written notice to the other party; the date this notice is sent will be the Cancellation Date. Failure to comply with the terms of this Agreement will result in immediate cancellation of this Agreement by CMS4Media and forfeiture by Affiliate of any accrued, unpaid compensation. CMS4Media shall pay any pending compensation owed to Affiliate through the Cancellation Date, if a cancellation of this Agreement occurs for any reason other than a violation of this Agreement on the part of the Affiliate. Upon cancellation by either party, Affiliate's limited license to use the intellectual property of CMS4Media for the purpose of promoting the products and/or services offered through the Affiliate Program will cease as of the Cancellation Date. Notwithstanding the foregoing, Affiliate will be obligated to display any Promotional Materials on the Affiliate's website, subject to the provisions of this Agreement, if Exhibit 1 specifically provides that certain materials are to be displayed for a stated period of time that is longer than the 30 days notice provided for in this provision. In such a situation, the cancellation of this Agreement with respect to such specific materials will take effect upon the expiration of such a period.

6. Limited License to Use Intellectual Property

Upon execution of this Agreement, CMS4Media grants the Affiliate a revocable, nonexclusive, worldwide, royalty-free license to use the Promotional Materials provided by CMS4Media during the term of this Agreement. The Affiliate may display these materials on the Affiliate's website for

the sole purpose of participating in the CMS4Media's affiliate program. The Affiliate is prohibited from distributing, reproducing, modifying, amending, or creating derivative works of the Promotional Materials. Upon cancellation by either party, Affiliate's limited license to use the Promotional Materials for the purpose of promoting the products and/or services offered through CMS4Media will cease as of the cancellation date. Upon the cancellation date, Affiliate must immediately cease any use of the Promotional Material. The Affiliate is not granted a license to use any of CMS4Media's intellectual property or proprietary material other than the Promotional Materials discussed above.

7. Affiliate's Intellectual Property

The Affiliate grants CMS4Media a revocable, nonexclusive, worldwide, royalty-free license to use the Affiliate's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Affiliate's participation in the Affiliate Program. CMS4Media has no obligation to announce, advertise, market, or promote the Affiliate's participation in the Company Affiliate Program, but reserves the right to do so at its sole discretion.

8. Affiliate's Duties

Affiliate is solely responsible for the development, maintenance, and operation of the Affiliate's website and for placing Links on Affiliate's website in compliance with the terms of this Agreement.

Affiliate is responsible for disclosing that the Links provided on its website or marketed to potential customers by other means are affiliate links in accordance with Section 5 of the Federal Trade Commission Act.

Affiliate is responsible for all materials that appear on Affiliate's website and for ensuring that such items do not infringe upon the rights of any third party including but not limited to copyright, trademark, privacy, or other proprietary rights.

9. Warranties

Each party represents and warrants to the other party that (a) such party has the full right, power, and authority to enter into this Agreement, to grant the rights granted hereunder and to perform the acts required of it hereunder; and (b) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. Limitation of Liability

(a) In no event shall CMS4Media have any liability to affiliate for any lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, or for any indirect, special, incidental, multiple, exemplary, punitive, or consequential damages however caused and, whether in contract, tort, or under any other theory of liability, whether or not the party has been advised of the possibility of such damage; and

(b) In no event shall CMS4Media's liability exceed the fees paid under this Agreement, whether in contract, tort, or under any other theory of liability.

11. Indemnification

The Affiliate hereby indemnifies and holds harmless CMS4Media, its officers, directors, employees, contractors, affiliates, agents, successors, and assigns from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that CMS4Media may incur and that are based in whole or in part upon the Affiliate's participation in CMS4Media's affiliate program, any claims that any of the Affiliate trademarks and other intellectual property and proprietary material infringe upon the rights of any third party, the Affiliate breach of any term, covenants, condition, representation, or warranty contained in this Agreement or any policies of participation in CMS4Media's affiliate program, or any claim related directly or indirectly to the Affiliate use, operation, or the content of the Affiliate's website.

12. Entire Agreement; Modification; Waiver

This Agreement, together with Exhibit 1, constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Confidentiality

During the Term and thereafter, neither party will disclose to any third party or use any Confidential Information of the other party, except (a) to each party's respective agents and employees who have a need to know, (b) to the extent necessary (redacted to the greatest extent possible) to comply with law, (c) in order to enforce or exercise its rights under this Agreement, or (d) as mutually agreed to by the parties in writing. For purposes of this Agreement, "Confidential Information" shall mean any confidential or proprietary information disclosed by one party to the other, including the terms of this Agreement and information generated by the parties in the course of performance, but shall not include (i) information in the public domain; or (ii) except for the terms of this Agreement and information generated by the parties in the course of performance, information already legitimately known to the other party at the time of disclosure.

14. Assignment

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns, provided, however, that Affiliate may not assign any of its rights under this Agreement except to a wholly owned subsidiary entity

of Affiliate. No such assignment by Affiliate to its wholly owned subsidiary shall relieve Affiliate of any of its obligations or duties under this Agreement.

15. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

To CMS4Media at:

To Affiliate at:

17. Governing Law; Forum

This Agreement shall be governed by the laws of the State of Nevada, and the Parties agree that the sole and exclusive forum for the determination of any claims arising out of this Agreement shall be in a court of competent jurisdiction in Clark County, Nevada.

18. No Agency

Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect, and nothing in this Agreement shall create any partnership, joint ventures, agency, franchise, sales representative, or employment relationship between the parties. Neither party shall make any statement, whether on their sites or otherwise, that reasonably would contradict anything in the paragraph.

19. Severability

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

AFFILIATE [name]

Dated: _____

By: _____

CMS4Media, LLC

Dated: _____

By: _____