

**Ampere Media LLC**

*Hereinafter "Ampere Media"*

3400 Dundee Road, Suite 236

Northbrook, IL 60062

Phone: 847-205-9320 x.

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Contact Name: Chris Wright

Contact Email: [cwright@amperemedia.com](mailto:cwright@amperemedia.com)

**Gattaca, Inc.**

*Hereinafter "Partner"*

New York, NY

Phone: 2127251522

Fax:

Contact Name: Ethan Ash

1. Partner will promote Ampere Media's Free eMagazines offer via on-site campaign.
2. Only approved creative and unique URL provided by Ampere Media will be used. If applicable, any revisions made by Partner must be approved by Ampere Media prior to campaign execution.
3. Partner represents that it has permission from its opt-in subscribers to send them emails. In other words, if campaign is executed via Partner email, email is sent where there is a pre-existing relationship between Partner and Partner's subscribers as one where the recipient has made an inquiry and has provided his or her email address, or has made an application, purchase or transaction, with or without consideration, regarding products or services offered by Partner. Ampere Media expressly prohibits the use of unsolicited email.
4. Ampere Media will conduct this campaign on a CPA (Cost Per Acquisition) basis, and will pay Partner \$0.50 per unique lead. For purposes of this agreement, a lead is defined as a unique U.S. user, eighteen (18) years of age or older, who is driven to the MyFree.com web site from or through Partner, subscribes to one or more free eMagazines and confirms said subscription request via autoresponder confirmation email sent by MyFree.com.
5. Ampere Media will have a 5,000 lead cap per month on this campaign. Partner shall not surpass this limit without prior, written authorization from Ampere Media.
6. Reports will be sent upon request via email as indicated by partner.
7. All billing is based on the Ampere Media reporting system. Total billable is reported on or about the first day of each month for the previous month. Payment terms are net 30 days from postmarked date on invoice.
8. Foreign, duplicate and invalid submissions are deducted from the final count. Data submitted on sweepstakes alternate entry forms do not count as a valid lead.
9. Partner agrees to fully defend, indemnify and hold harmless Ampere Media LLC from and against any claims and actions, liabilities, demands, losses or damages, including attorney fees, arising from or in connection with a breach of Partner's representation herein. Partner's indemnification will survive the completion or termination of this insertion order.
10. Either party may cancel this contract with or without cause by providing a twenty-four (24) hour advanced written notice. Fax and/or email notices are acceptable.
11. All terms contained in this Insertion Order are confidential, binding, and constitute and incorporate the parties' entire agreement. Such terms shall prevail and supersede any and all prior oral and written agreements and understandings.
12. If Partner will be running campaign via email, Partner will also sign and return Ampere Media's Can-Spam Certification and Supplement to Ampere Media Insertion Order.

By: \_\_\_\_\_

(Authorized signature, Ampere Media LLC)

Print Name: Chris Wright

Title: Account Executive

Date:

By: \_\_\_\_\_

(Authorized signature, Partner)

Print Name: Ethan Ash

Title:

Date: