

Advertiser:  
Samir Test  
Samir Patel  
3401 Dundee Rd, 236  
Northbrook, IL 60062  
P: 847-205-9999

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Insertion Order#: AM-B-060927-50019  
Date: 09/27/2006  
Ampere Media LLC, Contact: Paul Drazba  
Tel: Ext 209  
Email: pdrazba@amperemedia.com

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Agency:  
Samir Test  
Samir Patel  
3401 Dundee Rd, 236  
Northbrook, IL 60062  
P: 847-205-9999

Publisher:  
asdlkddjafja;

Send Payment To:  
ddkeekddkefjel

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Materials and Tracking:

Materials Due:  
Materials Due Date: 0000-00-00  
Deliver Materials To:

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Campaign Details:

Campaign Type: CPA  
Placement: Banner  
Start Date: 2006-06-03  
End Date: 2007-04-03  
Volume: 500  
Unit Cost: \$1.21  
Campaign Total Cost: \$605.00

Campaign Total: \$605.00  
Due Upon Signing: \$605.00  
Balance Due: \$605.00

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## Terms & Conditions

### TERM:

This contract is cancelable by either party on 48 hours advance written notice.

### CREATIVE:

All creative is subject to review by Publisher, and Publisher reserves the right to reject any advertisement at any time. Publisher shall not make any changes to the advertiser-supplied creative and shall only use expressly approved or provided "subject" lines. Use of altered creative or unapproved subject lines may cause severe financial harm to Advertiser.

It is understood that any changes to approved "Subject" and/or "From" Lines will result in forfeiture of all monies due to Publisher for effected campaigns.

\_\_\_\_\_ Initials

### ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. Any changes, supplements or waivers to the Agreement must be in writing and signed by authorized representatives of all Parties.

### PROHIBITION AGAINST ASSIGNMENT:

Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either Party without the prior written approval of the non-assigning Party. Notwithstanding the foregoing, either Party may assign this Agreement, together with all of its rights and obligations hereunder, to its Affiliate or as part of a merger, reorganization, change in its ownership or control or the sale or transfer of all or substantially all of its assets, without the other Party's consent. Any attempted assignment in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and permitted assigns.

### ADVERTISER REPRESENTATIONS:

Advertiser represents and warrants that its performance under this Insertion Order ("IO") will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) otherwise infringe the rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, or other intellectual proprietary or property right, false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity. Advertiser further represents and warrants that it is and will remain duly licensed, authorized and certified by all applicable governmental regulatory authorities to operate its business.

### CAN-SPAM CERTIFICATION:

The parties certify that (a) they are aware of the new rules and regulations defined and set forth in the Can-Spam Act of 2003 ("Can-Spam Act"); (b) the undersigned does not and has not engaged in any conduct prohibited by the Can-Spam Act; and (c) no e-mail sent by the undersigned violates any laws or regulations, including without limitation, the Can-Spam Act.

### CONSUMER FRAUD OR MANIPULATION:

SilverCarrot, Inc. shall not be responsible for payment to Publisher for any action, including but not limited to emails, impressions, clicks, acquisitions and/or purchases that is reasonably determined to be the result of consumer fraud or manipulation. Further, SilverCarrot, Inc. shall not be responsible for payment to the Publisher for any incentivized action.

### INDEMNITY:

Publisher will indemnify, defend and hold harmless Advertiser and its respective employees, directors, officers, agents, shareholders, affiliates and subsidiaries, from and against any and all claims, demands, damages, costs (including, without limitation, settlement costs), losses and expenses (including, without limitation, attorneys' fees and costs) arising out of or relating to (a) any breach of this IO by Publisher; or (b) any infringement or violation of any patent, copyright, trade secret, trademark, or other proprietary right by or in connection with Publisher's operation under this IO.

### OWNERSHIP:

Advertiser exclusively retains all rights, title and interest (including, without limitation, copyrights, trade secrets, trademark, patent rights, and any and all other proprietary rights) in and to any and all elements

of its offer (including all promotions thereon).

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**GOVERNING LAW AND OTHER TERMS:**

This Agreement is to be construed in accordance with and governed by the internal laws of the United States of America and the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. Any action related to this Agreement will be governed by New York law. Any action relating to this Agreement shall be brought in the state or federal courts located in New York County, and you hereby submit to the exclusive jurisdiction and venue thereof. You agree to comply with the laws of New York and the United States that apply to the use of this Service and the compensation you may receive. If any part of this Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

**DISPUTE RESOLUTION:**

All disputes between the parties relating to this Agreement, except for those for which injunctive relief is sought, may, upon mutual agreement of the parties, be submitted for final settlement by binding arbitration in accordance with the then prevailing Rules of the American Arbitration Association (AAA). Any arbitration shall take place before a panel of three (3) arbitrators (one selected by Partner, one selected by SilverCarrot, Inc., and the third selected by the other two arbitrators) in New York County, NY. Any resulting arbitral award may be entered and enforced in any court of competent jurisdiction. The arbitration shall be held in a location mutually agreed upon by the parties. The arbitrators shall have authority to award actual money damages, and specific performance relief in accordance with the terms of this Agreement, but shall not have authority to award exemplary or punitive damages, and the parties expressly waive any claimed right to such damages. The parties shall share the costs and expenses.

**FORCE MAJEURE:**

Except for obligations to make payment hereunder, neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by events or conditions beyond that Party's reasonable control and the Party gives the other prompt notice and makes reasonable efforts to perform. A Party whose performance is affected by a force majeure condition shall be excused from such performance to the extent required by such force majeure condition so long as such Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and such force majeure event does not extend beyond one (1) month.

**COUNTERPARTS:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

**PAYMENT TERMS:**

All balances due net 30 days from the date of invoice. In addition to other legal remedies, in the event of a breach of this agreement by Publisher all payment due from Advertiser shall be forfeited. All monies due will be based on SilverCarrot's reporting tools unless otherwise specifically agreed to in writing.

**Ampere Media LLC TECH CONTACT:**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**PUBLISHER TECH CONTACT:**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

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Accepted: Ampere Media LLC

Accepted: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_