

Service Contract

1. "Affiliate program"

BETWEEN:

AFFILINET, a simplified joint stock company (SAS) with share capital of 5,075,000 Euros, registered in the Trade and Companies Register of Bobigny under number B 453 987 059, having its registered office at 53 Boulevard d'Ornano - 93285 SAINT DENIS CEDEX.

Represented by Mr Frank Surena, Managing Director

Hereafter referred to as "AFFILINET"

(1),

AND:

..... with share capital of Euros, registered in the Trade and Companies Register of under number , having its registered office at..... in

Represented by, a manager duly authorized for this purpose.

Hereafter referred to as "the ADVERTISER"

(2),

Hereafter referred to jointly as the "Parties"

WHEREAS:

AFFILINET has created, developed, implemented and provides affiliate program management services using a software available on the Internet at the URL address <http://www.affili.net>, and also provides promotional services and advice on affiliate marketing strategy to advertisers using its services.

The ADVERTISER publishes a website at the following address: www..... for the purpose of.....

With a view to increasing website traffic and the volume of commercial transactions carried out by internet users, the ADVERTISER has decided to implement an affiliate program aimed at interested partner websites.

The ADVERTISER has confirmed that it is interested in using the AFFILINET software to implement, promote and manage its affiliate program.

Following discussions, AFFILINET and the ADVERTISER have agreed the terms and conditions of this contract (the "Contract") determining the Parties' respective rights and obligations.

IT IS HEREBY AGREED AS FOLLOWS:**ARTICLE 1 - DEFINITIONS**

For the purposes of the Contract, the following words and expressions shall have the meanings set out below:

PLATFORM: AFFILINET software, available on-line, enabling AFFILIATE PROGRAMS to be created, registered and distributed on behalf of advertisers; the software records the number and type of connections made (particularly by means of hypertext links) between websites of AFFILIATES and advertisers, thus enabling the commission payable by the advertiser to its various AFFILIATES in relation to the AFFILIATE PROGRAMS to be calculated;

AFFILIATE MARKETING: Relationship between two websites by means of a hypertext link placed on the AFFILIATE's website enabling an internet user visiting the AFFILIATE's website to access the ADVERTISER's website; where the internet user accesses the ADVERTISER's website from the AFFILIATE's website, the AFFILIATE is entitled to a fee on the terms set out by the ADVERTISER in its AFFILIATE PROGRAM;

AFFILIATE: Publisher of services or content on the Internet, owned by an individual or corporation, who has completed or could complete the membership form for the PLATFORM, allowing it to place links on its website to some or all of the ADVERTISERS' websites, and to receive a corresponding fee from them;

ADVERTISER: Publisher of services or content on the Internet, owned by an individual or corporation, who has subscribed or could subscribe to the PLATFORM to offer an AFFILIATE PROGRAM;

INTERNET USER: An individual or corporation who is connected to the Internet network and uses it to carry out operations, both interactive and non-interactive, such as accessing websites, exchanging information or undertaking legal transactions such as purchasing products or services;

AFFILINET's SERVICES: All of the services provided to ADVERTISERS and AFFILIATES by AFFILINET, comprising the right of ADVERTISERS and AFFILIATES to access and use the PLATFORM and invoicing and recovery by AFFILINET of sums payable to AFFILIATES by ADVERTISERS;

AFFILIATE PROGRAM: All of the conditions governing the relationship between the AFFILIATE and the ADVERTISER, notably the amount of commission payable by the ADVERTISER to the AFFILIATE and the payment terms;

AFFILINET DATABASE: Database storing all information relating to AFFILIATES.

ARTICLE 2: PURPOSE

The purpose of the Contract is to determine the conditions and arrangements for setting up the ADVERTISER's affiliate program on the PLATFORM, and the fees payable by the ADVERTISER to AFFILINET.

ARTICLE 3: DECLARATIONS

3.1. The ADVERTISER declares that it carries out its business in accordance with all applicable law, and in particular with employment and social security law, intellectual and industrial property law, the rules on the computerised processing of personal data and, generally, with all regulations in force.

3.2. The ADVERTISER acknowledges that it has received all necessary information from AFFILINET in relation to the features of the PLATFORM and the scope of AFFILINET's SERVICES.

3.3. The ADVERTISER shall indemnify AFFILINET in respect of any losses resulting from the inaccuracy of the above declarations, and shall indemnify it in respect of any recourse taken against it by third parties in relation to or in the course of the conclusion or performance of the Contract.

ARTICLE 4: DUTIES OF AFFILINET

4.1. AFFILINET agrees to keep the PLATFORM in working order so that the ADVERTISER can use it, in accordance with the contractual terms and arrangements.

In the event of a technical fault affecting the functioning of the PLATFORM for reasons beyond the control of AFFILINET such as, in particular, interruption to the telecommunications systems or interruption to the services of its IT service providers, for any reason whatsoever, AFFILINET shall notify the ADVERTISER without delay of the occurrence and cessation of such events.

Occurrence of the events referred to in the previous paragraph shall have no effect on the continuation of the Contract and shall not entitle the ADVERTISER to make any claims, such events being deemed to constitute force majeure.

4.2. AFFILINET agrees to record and retain, by any method it chooses, and for the period necessary for performance of the Contract, computerised data tracing the origin and number of operations (visits, purchases) carried out by internet users on the ADVERTISER's website from websites of affiliates.

4.3. AFFILINET shall ensure that statistics from the advertiser's affiliate program or programs are permanently available on-line, namely the number of visits received from each of the advertiser's affiliated websites and the corresponding price, in accordance with the arrangements set out in Article 8 below.

Where AFFILINET agrees, the ADVERTISER may, for an additional fee, have its AFFILIATE PROGRAM displayed, for a period agreed between the Parties, on the affiliate programs search engine or on the homepage of AFFILINET's website, or receive other services promoting the ADVERTISER's AFFILIATE PROGRAM or PROGRAMS agreed between the Parties.

Within the framework of performance of AFFILINET's duties under the Contract, the ADVERTISER authorises AFFILINET to reproduce the ADVERTISER's registered trade mark on all written, visual, computerised or audio media necessary for performance of the Contract, throughout France and for the term of the Contract.

All other use of this trademark is prohibited except where the owner gives specific consent.

Generally, AFFILINET agrees not to perform any act which may infringe this trademark directly or indirectly; AFFILINET shall not exploit the trademark after expiry of the Contract, for any reason whatsoever.

ARTICLE 5: DUTIES OF THE ADVERTISER

5.1. To enable the contractual services to be provided, the ADVERTISER agrees to provide AFFILINET with the information and data (computer files containing hypertext links, banners and the associated codes) enabling links to be established between the Parties and between the AFFILIATES and the ADVERTISER.

5.2. The ADVERTISER undertakes to pay to AFFILINET the sums due to the affiliates and to AFFILINET, in accordance with the conditions set out in Article 8 below.

The ADVERTISER acknowledges that it has been expressly informed that by explicit agreement, in the dealings between the Parties, AFFILINET is the sole creditor in respect of the sums payable in relation to the advertiser's affiliate program or programs registered on the PLATFORM.

Consequently, the ADVERTISER is expressly prohibited from making any direct payment to any party other than AFFILINET, in respect of whom any payment made in breach of this prohibition shall not constitute a discharge.

AFFILINET reserves the right to withdraw the AFFILIATE PROGRAM in the event that the ADVERTISER defaults on payment or is persistently unable to be contacted (by telephone, email or registered letter).

ARTICLE 6: RESPECTIVE ROLES OF THE PARTIES IN USING THE PLATFORM

6.1. The ADVERTISER shall carry out the creation, modification and withdrawal of its AFFILIATE PROGRAM on the PLATFORM, in accordance with the advice and under the supervision of AFFILINET; AFFILINET may, however, carry out all or part of these operations on behalf of the ADVERTISER where it so requests, for an additional fee.

The ADVERTISER shall obtain the prior consent of AFFILINET to any changes to the fee payable.

6.2. In all circumstances the ADVERTISER shall be exclusively liable for the content and operation of its AFFILIATE PROGRAM, and in particular for any changes made, and agrees to indemnify AFFILINET in respect of any claims brought or proceedings instigated against it in this regard. The ADVERTISER acknowledges that it has been informed that, due to the need for AFFILIATES to modify their websites, the AFFILIATE PROGRAM can only be withdrawn upon one month's notice.

For its part, AFFILINET shall be solely responsible for the invoicing and recovery of sums payable in respect of the AFFILIATE PROGRAM registered on the PLATFORM, in accordance with the arrangements set out in Article 8 below. AFFILINET may discontinue the ADVERTISER's AFFILIATE PROGRAM or PROGRAMS upon 24 hours' notice.

ARTICLE 7: MODIFICATIONS TO THE ADVERTISER'S WEBSITE

Changes to the name of the ADVERTISER's website or to its hosting location, size, purpose or update frequency shall not have any effect on the Contract which shall automatically apply *ipso jure* to the modified website.

The Contract relates to all existing and future hosting locations of the website. In the event that the Advertiser "fragments" its website into several different websites, the Contract shall automatically apply *ipso jure* to such new websites.

ARTICLE 8: FINANCIAL TERMS AND CONDITIONS

8.1. Description

The various options available on the PLATFORM for paying AFFILIATES are as follows:

1°) Payment based on CPM (Cost per Mille): the page of the AFFILIATE's website including the ADVERTISER's hypertext link (usually in the form of an icon or banner) is accessed by a visitor; the "CPM cost" means the commission payable per 1000 impressions;

2°) Payment based on "CPC" (Cost per Click): a click means the action of clicking on the ADVERTISER's hypertext link on the AFFILIATE's website. The click is carried out by a visitor to the AFFILIATE's website, and gives the visitor direct access to the ADVERTISER's website;

3°) Payment based on "double click": a double click means the action of a first click on the AFFILIATE's website followed by a second click on the ADVERTISER's website, which takes the visitor to a second area on the ADVERTISER's website;

4°) Payment based on "CPL" (Cost per Lead): a form represents the act of registration, opening an account or any other operation carried out on-line;

5°) Payment based on "CPA" (Cost per Action): the internet user's visit to the ADVERTISER's website from the AFFILIATE's website translates into a sales or services contract between the internet user and the ADVERTISER.

The first four payment methods constitute fixed fees per operation (CPM, Click, Double-Click and Form), the fifth is a variable form of payment representing either a percentage of the value of the sale or service provided, or a fixed sum.

The ADVERTISER shall agree its chosen payment method and amount with AFFILINET, in the AFFILIATE PROGRAM which it registers on the PLATFORM.

8.2. Operation

AFFILINET's software will record each visit to the ADVERTISER's website. The Parties agree that the records produced by AFFILINET's software shall constitute authentic evidence of the visits and operations taking place during performance of the AFFILIATE PROGRAM, and shall consequently be used as a basis for invoicing the sums payable by the ADVERTISER.

In order to receive payment, AFFILINET is only required to prove, using the records referred to in the previous paragraph, that the internet user and the ADVERTISER have made contact via the intermediary of AFFILINET.

AFFILINET shall be entitled to payment for all visits and/or sales transactions originating while the Contract is in force between the Parties. Such entitlement exists even where the INTERNET USER carries out operations on the ADVERTISER's website without passing through AFFILINET's network where it has passed through that network during the month preceding the operation.

AFFILINET shall make available to the ADVERTISER the documentary evidence serving as the basis for payment to the AFFILIATES.

8.3. Rectifications

Where the ADVERTISER's AFFILIATE PROGRAM provides for payment "per form" or "per sale", the ADVERTISER must complete the "validation period" section of the on-line input form for its AFFILIATE PROGRAM; failure to do so means that the ADVERTISER will lose the benefit of the provisions of this section.

The validation period means the period for which the ADVERTISER is permitted to consider an operation between it and the INTERNET USER to be invalid (filling in a form, purchase of a product or service), for reasons such as, for example, cancellation of the sale where the purchaser of a product exercises his right of withdrawal or return.

The validation period runs from the time that the INTERNET USER carries out the operation (inputting a form, ordering a product).

The ADVERTISER has the option, where AFFILINET consents, of varying the duration of the validation period.

During the validation period, the ADVERTISER shall inform AFFILINET by any method it considers appropriate of the number, type and value of operations cancelled and the reasons for cancellation.

If the ADVERTISER fails to inform AFFILINET that an operation has been cancelled within the validation period, the operation shall be conclusively deemed to be valid, and AFFILINET shall definitively acquire the corresponding entitlement to commission.

The ADVERTISER confirms that it has been informed that the AFFILINET PLATFORM automatically records the operations taking place between the INTERNET USER and the ADVERTISER.

For the purpose of verifying the accuracy of validations carried out, the ADVERTISER authorises AFFILINET to undertake an audit, involving checking or having checked by any service provider the information, evidence and documents in the ADVERTISER's possession relating to the creation of validations.

If the ADVERTISER fails to reply within 8 (eight) days to AFFILINET's requests for information and/or refuses to submit to the audit, or in the event that the audit indicates the existence of operations which were wrongfully cancelled, the ADVERTISER shall pay a fixed amount of compensation, equivalent to 30% of the total sums invoiced to the ADVERTISER during the 12 (twelve) months prior to the date of the audit, and shall refund the cost of the audit, without prejudice to AFFILINET's right to seek compensation for a greater loss.

Where there are no errors in the validations carried out by the ADVERTISER, the costs of the audit shall be paid by AFFILINET.

AFFILINET shall give notice to the ADVERTISER, in writing, at least 8 (eight) days preceding such an audit; the audit must take place on working days during office hours. The audit may take place at any time, but no later than 8 weeks after the end of the contractual relationship. For this purpose, the Parties undertake to retain all relevant documents and evidence relating to operations executed under this Contract.

The ADVERTISER shall not seek to rely on any duty of secrecy and/or confidentiality in an attempt to oppose the disclosure of evidence requested by AFFILINET and/or the performance of the audit.

8.4. Pricing and Invoicing

AFFILINET shall send the ADVERTISER a single invoice including both the sums payable to AFFILIATES and the amount due to it in respect of its fee; such fee is fixed at 30% of the total affiliate expenses.

The ADVERTISER shall open an account with AFFILINET if it did not do so on the date the Contract was signed; this account will be registered electronically on the PLATFORM, and will enable AFFILINET to pay the AFFILIATES.

AFFILINET will provide a monthly invoice to the ADVERTISER for its AFFILIATE PROGRAM or PROGRAMS; the invoice will take into account rectifications made during the month for which the invoice is issued, on the terms and conditions contained in paragraph 8.3 of this section.

Invoices shall be paid in accordance with the terms and conditions in Annex 1.

If the program stipulates payment based on CPA or CPL, the ADVERTISER acknowledges that it has been informed of the requirement to incorporate one or more conversion codes into its website. The ADVERTISER shall refrain from removing such conversion codes in any circumstances, failing which it shall pay compensation corresponding to the financial loss sustained by the AFFILIATES and by AFFILINET. The amount of the compensation will be calculated and invoiced by AFFILINET on the basis of the number of days for which tracking was lost compared with a similar period where the tracking codes were present.

The ADVERTISER's account will be closed and settled in the event of termination of the Contract, for any reason whatsoever. Upon closure of the account AFFILINET shall draw up a final statement after the validation periods for the overall AFFILIATE PROGRAM operating under the Contract.

ARTICLE 9: METHOD AND BURDEN OF PROOF

As AFFILINET's services are purely computer-based, the Parties acknowledge that the ADVERTISER cannot require AFFILINET to provide it with any proof that it has executed its services other than the records of operations made by the PLATFORM, such records constituting conclusive evidence of the authenticity of operations taking place in the course of the AFFILIATE PROGRAM(S) registered on the PLATFORM, unless the ADVERTISER produces evidence to the contrary.

ARTICLE 10: LIABILITY AND GUARANTEE

The ADVERTISER shall be exclusively liable for all dealings with its clients who order its products via the AFFILIATE network of AFFILINET.

The ADVERTISER shall be exclusively liable for the content of the AFFILIATE PROGRAM.

The ADVERTISER agrees in any event that the description and images of its AFFILIATE PROGRAM will comply with all French legislation, in particular the legislation on advertising and promotion, distance selling, literary and artistic property rights, the right of individuals to control disclosure of their name and image, and with standard practice in the profession in France.

AFFILINET reserves the right to refuse all or part of an AFFILIATE PROGRAM where the content could be detrimental to its image or the image of its partners, such right being expressly acknowledged by the ADVERTISER.

Any AFFILIATE PROGRAM subject to legal proceedings or a judgment of which AFFILINET has been notified by registered letter will be withdrawn no later than 24 hours after receipt of such information.

AFFILINET's liability under the Contract is strictly limited to the direct losses actually sustained and proved by the ADVERTISER, excluding all heads of indirect loss such as loss of earnings or profit, loss of turnover or other such losses and, in any event, shall not exceed the value of the sums received from the ADVERTISER by AFFILINET in relation to the Contract during the six months preceding the event giving rise to the contractual damage, less the sums paid by AFFILINET to the AFFILIATES.

ARTICLE 11: CONFIDENTIALITY AND INDUSTRIAL PROPERTY

11.1. AFFILINET shall protect all information disclosed to it within the framework of the Contract. It shall not divulge any information provided or any technical formulae or concepts disclosed to it under this Contract.

AFFILINET undertakes to comply with the ADVERTISER's confidentiality and industrial property terms which have been drawn to its attention.

11.2. The AFFILINET software, an Internet affiliate management tool, is owned by AFFILINET. Consequently, the ADVERTISER is only a temporary user of it during the term of this Contract. The ADVERTISER shall not misappropriate for its own or a third party's purposes the concept or any other aspects of the AFFILINET software.

The network of AFFILIATES provided by AFFILINET to the ADVERTISER, in the course of performance of the Contract, is owned exclusively by AFFILINET. Therefore the ADVERTISER is only a temporary beneficiary of the network during the term of the Contract. The ADVERTISER shall not appropriate or use, directly or indirectly, for its own or a third party's purposes, any affiliate from the AFFILINET DATABASE during the entire term of the Contract and for 3 months thereafter.

If the ADVERTISER fails to adhere to this clause, AFFILINET will claim compensation of 7,500 Euros excluding tax per AFFILIATE misappropriated.

ARTICLE 12: TERM OF CONTRACT - WITHDRAWAL - TERMINATION

12.1. Term – withdrawal

The Contract shall take effect on the date of signature and shall last for an indefinite period.

Either Party may withdraw from it at any time, providing that it informs the other party of its decision by registered letter with acknowledgement of receipt sent at least one month prior to the effective date of withdrawal.

Withdrawal from the contract in accordance with the above conditions shall not entitle either of the Parties to seek damages.

12.2. Termination for failure to perform the Contract

Where either of the Parties fails to perform any of its obligations under the Contract, the Contract shall terminate *ipso jure*, if the other party sees fit, 8 days after despatch of a notice to perform, which has not been complied with, by registered letter with acknowledgement of receipt referring to the obligation or obligations to be performed.

Termination for failure to perform the Contract may, where applicable, give rise to compensation for the detriment resulting from the failure to perform and the premature termination of the Contract.

12.3. Consequences of premature termination

In all cases of premature termination, the Parties shall remove all references to the other party from 'paper' and computerised communication and information materials without delay.

Furthermore, the AFFILIATE PROGRAM under way on the date of premature termination of the Contract shall terminate before the end of the notice period where the withdrawal option described in

paragraph 12.1 of this section has been implemented, and immediately in the event of termination where a party is at fault. In all circumstances, AFFILINET's fee for the programs will be payable by the ADVERTISER to AFFILINET until the end of the programs.

ARTICLE 13: INDEPENDENCE OF THE PARTIES - NON-EXCLUSIVITY

AFFILINET and the ADVERTISER remain entirely independent in their marketing policies except as stipulated in this Contract.

The Parties expressly agree that the Contract does not create an undisclosed partnership, a *de facto* partnership or an agency relationship between the Parties, any notion of *affectio societatis* being formally excluded.

ARTICLE 14: NULLITY OF A CLAUSE

If any provision of the Contract whatsoever is found to be void in view of a rule of law or an Act in force, such provision shall be deemed to be deleted from the Contract and the Contract shall not become null and void as a result.

ARTICLE 15: APPLICABLE LAW - JURISDICTION

French law shall apply to the Contract.

Where an amicable settlement cannot be reached, any dispute arising during or at the end of the agreement regarding the interpretation or performance of the Contract shall be referred by the party instigating proceedings to the Commercial Court of Bobigny, even where there are multiple defendants or proceedings against a guarantor, including urgent or interim applications.

ARTICLE 16: TERRITORY - LANGUAGE

The Contract applies to France.

The language of the Contract is French.

ARTICLE 17: CONTRACTUAL DOCUMENTS

The relationship between AFFILINET and the ADVERTISER is governed by:

- this Contract;
- Annex 1 below.

Signed in duplicate,

In Saint-Denis, on

For AFFILINET

For the ADVERTISER

2. Enc: - Annex 1: PAYMENT OF INVOICES

Invoicing and payment terms:

Invoices sent to the advertiser by affilinet on a monthly basis, in accordance with Article 8.4 of the Contract, shall be paid 30 days from the date of receipt of the invoice.