



This **I Huntz Media** Affiliates Agreement ("Affiliates Agreement"), sets out the terms and conditions which shall govern the relationship between **I Huntz Media** which is a Private Limited Company registered in India under Company's Act ("**I Huntz Media** ") and the Affiliates ("Affiliates"), whereby Affiliates may obtain access to the **I Huntz Media** and related technology and software ("**I Huntz Media** Ad Server"), to market customized advertisements and links provided by **I Huntz Media**.

1) Definitions: -

- a. "Client" means a client of **I Huntz Media**.
- b. "Offer" means a promotional offer published by **I Huntz Media** on the program site, in an Authorized electronic mail or both, setting out an advertising offer on behalf of a client and containing such additional terms and conditions as the client and **I Huntz Media**, in their discretion, consider necessary from time to time.
- c. "Program Site" means the website operated by **I Huntz Media** and situated at
- d. "Sub-Affiliate" means an independent third party contracted by the Affiliate.

2) Network/Services, Program and Offer: -

- a) The Affiliate agrees to provide the Services recognized and laid out in the Agreement for which the **I Huntz Media**, agrees to accept and pay for such Affiliate Services in the manner prescribed in the Agreement and the applicable IO(s).
- b) Affiliate will be issued a unique username and password to access the Program site, neither of which may be used by any person other than the Affiliate. It will be the duty of the Affiliate to ensure authority usage of password granted through username and password.
- c) In case **I Huntz Media** found any Affiliate's registration information to be misleading, inaccurate and untrue, **I Huntz Media** may terminate, restrict or deny Affiliate's accounts access and use of and/or any benefit derived from Affiliate's participation in the program. **I Huntz Media** may also withhold payment of any fee and/or other fee that may be or become due or payable to Affiliate after the effective date of termination and restriction of Affiliate's account.
- d) **I Huntz Media** will not responsible for any operation, development, maintenance and action of the Affiliate's website and for all material that appear on the Affiliates website. It is the sole responsibility of the Affiliate to ensure that any content or material posted on the website do not violate or infringe upon the rights of any third party and are not illegal. It is also sole responsibility of the Affiliate to comply with all the law and related provisions applicable on Affiliate.
- e) Offer will be posted on the program site. **I Huntz Media** permits to Affiliate a limited, non-transferable right to download offers from the Program site and to publish the same on the Affiliate's website and in electronic mail corresponding sent by the Affiliate, in electronic mail corresponding sent by the Affiliate in accordance with this agreement and other terms



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and conditions as amended time to time as per mutual agreement of both the parties to agreement.

3) Independent Contractor: -

The parties would remain in the relationship of independent contractors and there is no relation of partnership, employee, franchise or joint venture between the parties. However, Affiliate acts as a limited agent of **I Huntz Media** for the sole purpose of performing the Services set forth in applicable IO(s).

4) Compensation and Terms of Payments: -

- a) All Affiliates Fees (the "Fee") shall be paid by **I Huntz Media** on a monthly basis, within approximately 60 days from the date of Affiliate's invoice and the fee shall be calculated in accordance with the terms of payment outlined in each Offer posted by **I Huntz Media** on the Program Site.
- b) Affiliate agrees to issue valid invoice for the Fees.
- c) **I Huntz Media** will not be bound to pay any fee if Affiliate fails to produce or provide all requisite particulars required in accordance with the Agreement. In no case **I Huntz Media** will be responsible and bound to pay any loss, cost or expenses incurred to Affiliate due to such delay directly or indirectly and no delay interest will be paid by **I Huntz Media**.
- d) Minimum amount that can be paid to Affiliate in a given billing period must exceed US\$ 1000.00 (One Thousand US Dollars). Payment in the amount less than US\$ 1000.00 is possible only in case of termination of the Agreement mutually agreed by the parties.
- e) Threshold limit is US\$ 1000.00, once it is reached, payment will be made accordingly. Else the amount below the threshold limit will be carry forwarded to the next month billing.
- f) In case of Termination of the partnership, payment will be made automatically after the completion of 2 months from the date of termination.

5) Fraud: -

I Huntz Media retains the right to review all Affiliate Fees for possible Fraud. During any time when it comes to the knowledge of **I Huntz Media** about any fraud on part of the Affiliate, **I Huntz Media** shall have the right to withhold any Affiliate Fees accrued in your favor until such time as the review has been concluded (and subject to the conclusions of such review). Any incidence of Fraud on your part of Affiliate constitutes a breach of this Agreement, and **I Huntz Media** retains full authority to terminate this Agreement immediately in the event of such breach. Further, in the event that **I Huntz Media** deems that Fraud has occurred, Affiliate shall not be entitled to receive any Affiliate Fees which have accrued to Affiliate benefit at such time whether such Affiliate Fees were generated through Fraud or otherwise. Without derogating from any other remedy available, **I Huntz Media** retains the right to set-off from future Affiliate Fees payable to Affiliate any amounts already received by Affiliate which have been generated



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by Fraud. **I Huntz Media** also reserve right to terminate the Agreement by giving 5 days' notice to Affiliate.

6) Limitation of Liability: -

The parties covenants and agrees to indemnify and save harmless the other, its parent company and their respective shareholders, directors, officers and employees (collectively, the **"Indemnified Group"**) from and against any and all third party claims or judgments, including all associated legal fees, expenses and disbursement actually incurred, arising out of any breach of the Covenants, Representation and Warranties under clause 7 this Agreement The obligation of the indemnifying party to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement. Indemnified party may participate in the defense of all claims as to which it d prior written consent.

7) Confidentiality: -

The parties acknowledges that during their business relationship each party will have access to and become acquainted certain information relating to the business; and marketing plans, strategies and methods which may not be standard industries practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations and business and industrial information acquired or prepared by or on behalf of the other party (all collectively referred to as the **"Confidential Information"**). The parties thereby agree not to disclose any of the aforesaid Confidential Information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with **I Huntz Media**.

8) Cancellation and Termination: -

The initial terms would be as provided in the IO and, unless terminated by **I Huntz Media** by giving 6 hours' notice to Affiliate and by Affiliate by giving 48 hours' notice to **I Huntz Media**.

9) Governing Law, Taxability and Jurisdiction for legal proceedings and Arbitration clause: -

- a) This agreement shall be governed by and enforced in accordance with the laws of the India including all taxing liabilities as per Indian Laws. The District courts of Ghaziabad, Uttar Pradesh, India or Singapore shall have exclusively jurisdictions over any dispute arising out in connection with this Agreements and the performance therefore.
- b) Affiliates has to bear the Equalization Tax which is 6%.
- c) All or any disputes arising out of or in connection with this Agreement, including the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled by Arbitration, in accordance with



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The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force.

- d) The venue for the arbitration shall be the Singapore or India at Ghaziabad and the language of the arbitration proceedings shall be English. The arbitration proceedings shall be conducted by a Sole Arbitrator, as mutually appointed by both Parties, whose award shall be reasoned and in writing and shall be final and binding on the Parties. Costs shall be borne equally by the Parties in regard to the arbitration proceedings.

10) Enforceability: -

- a) No term or condition of this Agreement will be deemed waived and no breach excused, unless mutually agreed by all the parties of this agreement. In the event that any term covenant or condition of this Agreement is declared indefinite, invalid, illegal, or unenforceable by a court having jurisdictions then this Agreement with respect to the remaining terms, covenants or conditions will continue in force.
- b) The Agreement, any exhibits attached hereto and any and all applicable IO(s) represent the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. The Agreement, any exhibits attached hereto and any and all applicable IO(s) may be amended only by a written agreement executed by an authorized representative of each party. To the extent that anything in or associated with any IO is in conflict or inconsistent with the Agreement, the IO shall take precedence.
- c) All the signed Insertion Orders (IO) will be valid till the last date of the calendar Year i.e., 31st December of every year.

11) Miscellaneous: -

- a) If a "Force Majeure" Event (meaning acts of God, fires, explosions, telecommunications, Internet or Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties) occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that it shall upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.



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- b) Any notice or other communication ("Notice") permitted or required by this Agreement in writing and given by personal delivery or transmitted by facsimile or electronic mail to the other party at the address provided to **I Huntz Media** by Affiliate in this **I Huntz Media** program account. All Notices will be deemed to have been received on the date on which it was transmitted by electronic mail or delivered.

Affiliate Authorized representative: -	I Huntz Media Authorized representative:-
Name:-	Name:-
Address: -	Address:-
Billing Address: -	Billing Address:-
E-Mail and Phone Number:-	E-Mail and Phone Number:-
Authorized Representative:-	I Huntz Media Authorized Representative:-
Title & Signature: -	Title & Signature:-