

This ParkLogic Agreement (the "Agreement") is entered into and effective as of the date of ticking the checkbox as acceptance of this agreement ("Effective Date"), by and between ParkLogic Pty Ltd., an Australian company, having its principal place of business at 5 Amelia Street, Camberwell, Victoria 3124, Australia ("PARKLOGIC") and the organisation or user that is signing up to the Park Program with the details provided in the online sign-up form ("Publisher").

WHEREAS, the "Publisher" desires to lease the traffic generated by their domain names on a revenue share basis and use PARKLOGIC's domain optimisation service, this Agreement governs participation in and/or use of domain optimisation services or features of the ParkLogic Domain Asset and Optimisation Platform (the "Program," "We" or "Our") managed by ParkLogic. By participating in or using the services or features of the Program, you are agreeing to be bound by these terms of service ("Terms of Service") for the purposes of ParkLogic leasing the traffic generated by the Publisher's domain names.

NOW THEREFORE, the parties agree as follows.

### **1. DEFINITIONS**

1.1 "Confidential Information" means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party, including without limitation the terms and conditions of this Agreement, business plans, customer lists, operation procedures, trade secrets, design formulas and programming code, know-how and processes, computer programs and inventions, discoveries, and improvements of any kinds, that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure; provided, that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public without the receiving party's breach of any obligation owed to the disclosing party; (ii) was or subsequently is independently developed by the receiving party without reference to Confidential Information of the disclosing party; (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential Information without breach of any obligation owed to the disclosing party; or (iv) is required by law to be disclosed (in which case the receiving party shall give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order).

1.2 "Revenue" means, with respect to a particular Publisher, revenue received by ParkLogic from participation of the Publisher in the Program during the prior month less any amount that ParkLogic determines, in its sole discretion, was the result of improper use of the Publisher's website and as such revenue is otherwise calculated or adjusted by ParkLogic to take into account any exclusions set forth in these Terms of Service and any other adjustments made by ParkLogic in its sole discretion. ParkLogic may exclude from Revenue monies traffic that originates from countries where traffic is, in the sole opinion of ParkLogic, suspect or difficult to track in the normal course of business. Net Revenue from that Opportunity over the

twelve-month period beginning on the subscription start date of that Opportunity.

1.3 "Landing Page" means an html page or a framed html page hosted by or on behalf of ParkLogic displaying search links and or other content from ParkLogic or its Publisher's servers or such servers as ParkLogic uses.

1.4 "Search Results Page" means an html page hosted by or on behalf of ParkLogic displaying search results pulled from ParkLogic servers (or such other servers as ParkLogic elects to use), which has resulted from a typed in search or a keyword click from and only from a Landing Page.

1.5 "Domain Optimisation System" means the technology and intellectual property developed by Park Logic for maximizing revenue from domain name traffic.

1.6 "Publisher Site" means the web page displayed by any domain name parked with Park Logic.

1.7 "PARKLOGIC Program" means the program under which Park Logic will engage with Publishers to create an ongoing revenue growth path for the leased traffic.

1.8 "PARKLOGIC Site" means PARKLOGIC's corporate website, currently located at <http://www.ParkLogic.com>

1.9 "Commission" means the fees paid by PARKLOGIC to Publishers for the leasing of the Publisher's traffic.

1.10 "RPM" means Revenue per Thousand Visitors

1.11 "EPC" means Earnings per Click

1.12 "CTR" means Click Through Rate

1.13 "Terms of Service" means terms as outlined in Exhibit B

## **2. APPOINTMENT AND OBLIGATIONS**

2.1 PARKLOGIC agrees to:

- a) Provide publisher access to a nominated domain name server so ParkLogic can lease the publisher's domain traffic.
- b) Pay commissions for the leasing of the domain traffic to the publisher in accordance with Exhibit A
- c) Provide access to the ParkLogic Domain Management Platform for monitoring of statistics on domain names.
- d) Warrant that it will not attempt to steal or act in a malicious manner if provided with access to the publisher's existing parking accounts with any other providers.

2.2 Publisher agrees to:

- a) Point their domain names to the ParkLogic nominated domain name server as instructed by ParkLogic.
- b) Notify any and all relevant parking companies (if necessary) that they are currently using the services of ParkLogic to optimize their domain name traffic.
- c) Provide historical data for the domain names by allowing ParkLogic access to their existing accounts with associated parking companies so that a baseline RPM rate is found.

## **EXHIBIT A**

## PARKLOGIC FEES

### 1.1.1 Traffic Optimisation and ParkLogic platform

PARKLOGIC shall make commission payments to Publisher for the leasing of the Publisher's traffic as follows:

a) Unless otherwise negotiated the commission will be paid to the Publisher in U.S. Dollars (USD) forty-five (45) business days after the end of each calendar month only if it exceeds two hundred and fifty (250) dollars. In the event that the commission is less than such amount the Publisher will be paid forty-five (45) business days after the end of the month in which the total amount of Revenue collected and unpaid to Publisher exceeds such amount. Although our terms are 45 days we typically pay publishers within 20-30 days from the end of the month.

b) Commission can be paid either via paypal or bank wire transfer with a preference towards bank wires. All banking fees incurred by PARKLOGIC for the purposes of any payments made by PARKLOGIC to the publisher will be passed on to the publisher.

c) ParkLogic charges for the leasing of the Publisher's traffic and for access to its domain asset and optimisation platform on the following basis:

i. Access to the ParkLogic domain asset system and leasing of the Publisher's traffic will be charged on a negotiated percentage of the revenue generated by the traffic monetised by the domain names. Rates start at 50% and may decrease based upon traffic volume, quality and services being adopted by the client. For example, a customer on a 30% rate would received 70% of the revenue reported in the ParkLogic interface that is generated by the domains and ParkLogic would receive a 30% commission for the work rendered.

ii ParkLogic reserves the right to not pay for traffic that it or its upstream advertising partners deem as questionable in nature (Refer Exhibit B 1.1). In the event that this occurs then ParkLogic will still be due its fee on that traffic as ParkLogic has fulfilled its obligations to optimise and deliver the traffic while the domain owner has elected to send traffic that was not monetisable.

iii. If ParkLogic determines that a customer has been conducting arbitrage then that customers terms will immediately change to 50% and payment on 65 days until such a time as ParkLogic determines that such activity ceases or the account is terminated.

d) If a client's balance is not redeemed by the client within twelve (12) months after being generated, then the balance shall expire and is no longer credited to the account.

## **2. ParkLogic Marketplace**

i ParkLogic charges 3 cents per month per domain that is for sale in the ParkLogic marketplace (ie. when a domain for sale message is displayed) with a minimum charge of \$50 per month. These charges will be deducted from any earnings for the account.

## **3. W8-BEN and W9 Forms**

ParkLogic reserves the right to withhold payments for those publishers that do not provide a correctly filled out W8-BEN or W9 taxation form.

## **4. ParkLogic Direct Traffic Platform (DTP)**

If the Publisher is a direct traffic provider, then ParkLogic agrees to:

- a) Provide the publisher with a technically suitable method to forward traffic to the DTP.
- b) Send to the Publisher regular reports on the traffic on a domain by domain basis.
- b) Work with the Publisher to address any compliance obligations that they may have in order to provide a positive end user experience.

The Publisher agrees to:

- a) Send ParkLogic traffic to the DTP in the manner that has been technically agreed.
- b) Respond in a timely fashion to recommendation reports.
- c) Abide by all terms in this agreement.

ParkLogic reserves the right to terminate this agreement in the event the publisher:

- a) Does not have sufficient traffic to be commercially viable.
- b) Sends traffic to the DTP that is in contravention of the terms in this agreement surrounding traffic quality (Exhibit B, Section 1.1).

## **EXHIBIT B TERMS OF SERVICE**

### **1. DOMAIN OPTIMISATION**

ParkLogic provides a turn-key domain optimisation service for Publishers who lease their traffic to ParkLogic. The service monetizes traffic (unique users that visit a domain name) by using the proprietary domain optimisation technology developed by ParkLogic.

### 1.1 Restrictions and Rights

All of the following terms and conditions must be adhered to and are legally binding immediately upon agreement.

- a) ParkLogic reserves the right to terminate any agreement at its discretion.
- b) Traffic not generated by type-in or natural links will be considered traffic that is fraudulent and may result in the domain being excluded from the ParkLogic system and will result in ALL revenue forfeit by the domain on the ParkLogic system. In addition, the Publisher may not generate traffic to their domain by any of the following methods: listings on newsgroups, bulk e-mailing, icq postings, or chatroom/irc postings, iframes, zero pixel frames, hitbots, clickbots, spiders, cgi-scripts, JavaScript, click farms or any other similar method.
- c) Publisher incentivize or entice users into clicking on our links displayed by ParkLogic or ANY of its partners.
- d) The publisher may not alter in ANY manner what is displayed by the ParkLogic system or any of its partners on a user's screen without the express written permission of ParkLogic.
- e) Referring pages must not be password protected in any way.
- f) ParkLogic reserves the right to terminate your account if it is idle for more than a month and contains a balance less than fifty (50) dollars. We will notify you 7 days in advance of cancellation.
- g) The Publisher shall not click on any links posted by the ParkLogic system or ask any other person to click on a link with or without inducements. In addition, the Publisher agrees that it will not create a software/hardware or physical application that clicks on links or ask any other person, organization or system to do likewise. The Publisher agrees that ParkLogic may ignore or credit back Estimated Click-Through Revenue which ParkLogic, in its sole and absolute discretion, believes is questionable in nature or otherwise of low quality in nature or source.
- h) Some examples of questionable sources of traffic are as follows but not limited to:
  - i) searches originating from countries other than those in the approved areas;
  - ii) "blind links" (i.e., where users do not know where they will be performing a search);
  - iii) misleading links in which a user is persuaded to perform a search in order to obtain some other benefit;
  - iv) searches from or after 404 or other error messages;
  - v) "exit traffic" (i.e., when the user is presented with search functionality or required to perform a search prior to exiting a Web page);
  - vi) searches required of the user in order for the user to do another function, such as leaving a Web page or closing a pop-up window;
  - vii) searches performed upon a user hitting the back button or any other elements of the browser;
  - viii) searches in pop up windows;
  - ix) searches from users who were on adult sites, unless such users actively typed in the URL for the Publisher Offering at issue;
  - x) searches from banner or other advertisements;
  - xi) searches from or within an email;
  - xii) modify or otherwise alter in any way a Paid Placement Search Query or Web Search Query manually entered in a Search Box;

- xiii) any use of pay-per-read programs or any similar program; or
- xiv) misdirecting traffic.

## **2. ADDITIONAL RESTRICTIONS**

Publisher shall not:

- a) edit, modify, filter or change the order of the information contained in any Search Results Page or on the Landing Page without ParkLogic's prior written consent;
- b) host the Search Results Pages;
- c) redirect an End user away from the Search Results Page, provide a version of the Search Results Page different from the page served to an End user by or as directed by ParkLogic, cache, capture, or store any Search Results; or intersperse any content between the Landing Page and the Search Results Page, including, without limitation, content framing Landing Pages or Search Results Pages;
- d) display any Search Results Pages or Landing Pages, or the content thereof, in part or in total, to any third parties, including, without limitation, display on any Publisher Sites or anywhere else;
- e) enter into any arrangement or agreement under which any third party pays Publisher fees or shares in any revenue payments and/or royalties for any search Results displayed on the Publisher Site, except as permitted in this Agreement;
- f) display graphical or text units in any form (including but not limited to pop-up, pop-under or exit windows, expanding buttons and animation) that block or otherwise inhibit the full and complete display to End users of any Search Results Pages, landing Pages, and/or Web pages accessed by clicking on any part of a search result;
- g) provide any interface for downloading any computer software application ("Downloadable App"), any marketing materials for any Downloadable App, or any hyperlinks to any of the foregoing. Publisher shall also abide by the following limitations, among others:
  - i) under no circumstances shall any Publisher Site be a downloadable or internet accessible application, as determined by ParkLogic in its sole reasonable discretion;
  - ii) under no circumstances shall any Publisher Site be a competitor of any search engine company, as determined by ParkLogic in its sole reasonable discretion;
  - iii) Search Results Pages accessed by End users through the Program shall be solely through ParkLogic's servers (or such other servers as ParkLogic in its sole discretion may use, hosted on ParkLogic's servers or domains, meaning that ParkLogic shall host or on its behalf provide for hosting of all Search Results Pages in response to valid queries entered by End users;
  - iv) no Publisher Site may place or display any unauthorized branding or attribution of any kind on such Publisher Site, including without limitation on any Landing Page, Search Results Page or framed in conjunction with any such pages, to indicate that any search engine is providing such Results or for other promotional purposes;
  - v) the Publisher Site shall not contain any pornographic, hate-related or violent content or contain any other material, products or services that (a) violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights, or (b) would

otherwise give rise to civil liability; or

vi) under no circumstances shall any Publisher include content above or below the Landing Page) unless that content is pre-approved in writing by ParkLogic, and all changes to any such content must also be pre-approved in writing by ParkLogic.

### **3. DOMAIN NAMES & INTELLECTUAL PROPERTY RIGHTS**

Publisher shall not place with ParkLogic or in any way through the Program a Publisher Site to which it does not own all necessary intellectual property rights, including, without limitation, trademark, servicemark, and tradename rights. In the event that any such name is provided for use in the Program, and such lack of rights is brought to the attention of ParkLogic, then ParkLogic shall have the right to cancel any such names, and, in appropriate situations, in the sole discretion of ParkLogic, terminate Publisher from the account and seek legal recourse against Publisher and any others involved.

### **4. REPRESENTATIONS & WARRANTIES**

All of the following terms and conditions must be adhered to and are legally binding immediately upon agreement. ParkLogic represents and warrants that it has full power and authority to enter into this Agreement. The Publisher represents and warrants that it will not place in the Program any domain names which would violate Section 1.2 above.

THE PROGRAM, THE PARKLOGIC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ADVISORS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, VENDORS AND AGENTS ("PROGRAM PARTIES") ARE NOT RESPONSIBLE FOR ANY CONTENT PROVIDED BY THIRD PARTIES (INCLUDING ADVERTISERS). THE PROGRAM PARTIES MAKE NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PROGRAM REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROGRAM PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF PARKLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF ANY PROGRAM PARTY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$5.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **5. INTELLECTUAL PROPERTY**

As between ParkLogic and Publisher, ParkLogic (or others it so designates in writing) shall own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), relating to the Services (and any derivative works or enhancements thereof), including but not limited to, all software, technology, materials, guidelines, documentation, relating in any way to the Program. For purposes of the Agreement, "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide. Publisher shall not, and shall not allow any third party to: (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any intellectual property in any way related to the Program or ParkLogic; (ii) affix any unauthorized copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of any Program, or any other technology, software, materials and documentation related to the Program or the ParkLogic; (iii) crawl, index or in any non-transitory manner store or cache information obtained from the Program; (iv) transfer, sell, lease, lend, disclose, or use for co-branding, timesharing, service bureau or other unauthorized purposes any aspect of the Program or access thereto; (v) directly or indirectly access, launch and/or activate the Program through or from any software application or means other than the Publisher Site; or (vi) engage in any action or practice that reflects poorly on the Program, ParkLogic or its vendors, or otherwise disparages or devalues the reputation or goodwill of the same.

## **6. TAXES AND PAYMENT**

Publisher understands and agrees that taxes will not be withheld or paid directly or indirectly by ParkLogic unless ParkLogic determines in its sole discretion that ParkLogic or its affiliates may be liable for any such taxes, in which case it shall withhold the estimated amount and notify Publisher of such withholding. Publisher understands and agrees that it is the responsibility of Publisher to pay all local, state, federal, and/or foreign taxes on income received from the Service. Publisher agrees to indemnify Program Parties from, and promptly reimburse to, Program Parties through ParkLogic and its affiliates any claim or assessment of Taxes by any foreign, United States, state, and/or local taxing authority, and any other costs and damages, arising from or in connection with the operation of this paragraph.

## **7. PAYMENT DISPUTES**

Publisher understands and agrees to address any questions Publisher may have with any payment of Revenue under these provisions to ParkLogic within thirty (30) days of the date of such payment, in writing or by e-mail to support@parklogic.com. Failure to so notify ParkLogic within such period will constitute an acceptance of, and agreement with, the payment.

## **8. MODIFICATIONS**



ParkLogic reserves the right to change any of these terms and conditions at any time without notice. Publisher is responsible for complying with any changes to the terms and conditions within ten (10) days of the date of change.

### **9. ADDITIONAL INDEMNIFICATION**

Publisher shall indemnify, defend, and hold harmless ParkLogic, and its officers, directors, shareholders, employees, agents, and representatives (collectively, "Indemnatee"), against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Indemnatee ("Losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to this Agreement.

### **10. MISCELLANEOUS**

10.1 Notices. All notices, approvals, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been given when: (a) delivered by hand; (b) sent by facsimile (with confirmation of receipt); or (c) received by the addressee, if sent by a nationally recognized overnight delivery service or U.S. mail; to the addresses or facsimile numbers set forth herein (or to such other addresses or facsimile numbers as a party may designate by notice to the other party from time to time). Notices to PARKLOGIC shall be addressed to the attention of its Public Officer (fax: +61 3 9511 8567).

10.2 Publicity. Any references by one party to the other shall be subject to the prior written approval of the party being referenced, in the referenced party's sole discretion. The parties shall mutually agree on the form, content and timing of any publicity or promotional communications referencing both parties.

10.3 Dispute Resolution; Waiver of Jury Trial. The parties shall make good faith efforts to resolve any dispute arising under this Agreement within sixty (60) days and shall refrain during that time (except for requests for injunctive relief) from initiating any litigation or other proceeding relating to such dispute. In any litigation arising under this Agreement, the parties hereby irrevocably waive any right to a jury trial and consent to a court trial.

10.4 Legal Fees. In the event in the event of any action, suit, or proceeding arising from or based upon this agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable legal fees in connection therewith in addition to the costs of such action, suit, or proceeding.

10.5 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be deemed to create an employment, partnership, joint venture or agency relationship between the parties.

10.6 Assignment. Publisher may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of ParkLogic. Despite such consent, no assignment shall release the assignor of any its obligations or alter any of its primary obligations to be performed under the Agreement.

10.7 Governing Law. This Agreement shall be governed by the laws of Victoria without reference to its conflicts or choice of laws provisions. Each party hereby consents to the exclusive jurisdiction of the courts of Victoria.

10.8 Waiver. Any waiver by either party of a term or condition of this Agreement in any instance

shall not be deemed to be a waiver of any subsequent breach thereof, or of any other provision. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other.

10.9 Severability. If any of the provisions, or part thereof, of this Agreement shall be invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or part thereof, and the rights and obligations of the parties shall be construed and enforced accordingly.

10.10 Performance. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, government regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused.

10.11 Entire Agreement. This Agreement (including the attachments and exhibits hereto) represents the complicate agreement of the parties, supersedes all prior discussions, communications and agreements between the parties with respect to the subject matter hereof, and cannot be amended or modified except in a writing signed by both parties.

10.12 This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.