



HOSTING SPONSORSHIP AGREEMENT

This Website Sponsorship Agreement (the "Agreement") is made and effective the agreed date by both parties.

BETWEEN: **Digital Pacific Pty Ltd** (the "Sponsor"), a corporation organized and existing under the laws of NSW of Sydney, Australia.

AND: **You** (the "Site Owner"), a non profit organisation and existing under the laws of Australia

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- A. Sponsor is the owner and operator of a website which is located at a URL accessible through the Internet. (the "Sponsor Site").
- B. Sponsor's Site contains functions which permits users accessing such site to search the Internet and identify other web pages that contain information identified in the search terms that are input by the user.
- C. Sponsor's Site also contains feature that organise links to other web pages by topical categories.
- D. Site Owner is the owner and operator of a website which is located at a URL accessible through the Internet (the "Site Owner Site").
- E. Site Owner does not sell ANY goods or service over the Internet.
- F. Sponsor wishes to promote and sponsor the business and website of the Site Owner.
- G. Site Owner wishes to promote and sponsor the Sponsor's website by purchasing certain advertising, links, and banner advertising on the Sponsor's Site.

1. WEBSITE SPONSORSHIP

- a. Sponsor agrees to promote Site Owner on Sponsor's website by doing all of the following (i) placing certain graphical and text links consistent with such text and graphics used in connection with other websites that are accessed through the search function on the Sponsor's Website which hyperlinks individuals using the search engine component of Sponsor's Website to the Site Owner's Website; Site Owner's site shall appear in the search results based upon certain mutually acceptable keywords, including but not limited to those keywords listed on Exhibit "A" attached hereto; Sponsor shall work with the Site Owner to identify a more extensive listing of keywords that will result in identifying Site Owner's web page through the search engine function



on Sponsor's web page; (ii) placing a text or graphical image on the Sponsor's home page which is consistent with those used with other websites which promotes special sales and promotions offered through the Site Owner's web page and which links to areas on Site Owner's web page that are designated by Site Owner; such graphical image shall be rotated with other promotions on Sponsor's home page and shall be accessible to users for 22 hours per each 24 hour day; (iii) list Site Owner's website in Sponsor's listing of "preferred sites" which shall contain no more than 10 other sites and which shall not contain any other sites which offer products and services which compete with those offered by Site Owner; (iv) place a banner advertisement to be provided by Site Owner and which shall be an agreed size, which contains a hyperlink to Site Owner's site on the front page of the hosting category of Sponsor's topical category listings which banner shall be available by all users 24 hours per day throughout the term of this Agreement and which shall be viewed upon loading such page without scrolling by the party accessing such page; (v) Sponsor shall actively promote its Website in order to optimize the potential number of impressions of Site Owner's Website through links from Sponsor's Website and to optimize the total number of parties accessing the Sponsor's Website.

- b. Site Owner agrees to actively promote and sponsor Sponsor's Website by (i) placing a banner advertisement to be provided by Sponsor and which shall be an agreed size, which contains a hyperlink to Sponsor's site on the front page of the Site Owner's home page which banner shall be available by all users 24 hours per day throughout the term of this Agreement and which shall be viewed upon loading such page without scrolling by the party accessing such page; (ii) by actively promoting the website of the Sponsor as a preferred web page in the area designated for such preferred web pages on Site Owner's Website; (iii) Site Owner shall actively promote its Website in order to optimize the potential number of impressions of Sponsor's Website through links from Site Owner's Website and to optimize the total number of parties accessing the Site Owner's Website.

2. LAUNCHING OF CROSS SPONSORSHIP

- a. The parties mutually agree that they will take all reasonable steps and mutually cooperate in order to achieve the goal of launching the respective sponsorship activities on or before the agreed date.
- b. The parties shall each be obligated to deliver all graphical and text, including banners, links, and other items that must be delivered to the other party to enable them to perform their sponsorship activities as set forth in this Agreement, not later than 7 days before the above referenced launch date.
- c. Each of the parties shall be permitted to revise or provide new graphical and link information to the other party, provided that such new materials shall be reasonably satisfactory to the other party. Such revised material shall be placed within 7 days after receipt thereof by the applicable party. In the event that such party has any objection to such materials, it shall immediately notify the other party and the parties shall discuss the objectionable aspect of such materials and shall endeavor in good faith to resolve the objection.
- d. Each of the parties shall notify the other of any planned special promotions and shall offer the other party an opportunity to participate in such special promotions on a mutually acceptable basis.

3. MUTUAL EXCLUSIVITY



- a. During the entire term of this Agreement, neither party shall sponsor or display on their website, provide a link to, display any content created or provided by or referring to, or enter any promotion of sponsorship agreement with any party that is a “Direct Competitor” of the other party. This exclusivity shall not however prohibit Sponsor from causing competitor sites to be listed in search results available through the Sponsor’s online search capabilities, provided that Site Owners site receives first listing in such search result using the keywords that are designated by the parties pursuant to the terms hereof at least [5%] of the time and is consistently in the top three of such search result when compared to Direct Competitors.
- b. As defined herein, the term “Direct Competitor” shall mean and include any online business that provides products or services that are functionally equivalent to those offered by either party. “Direct Competitors” shall include, but shall not be limited to, those parties identified and listed in Exhibit “B” attached hereto and made a part hereof.

4. SPONSORSHIP FEES AND OTHER PAYMENTS

4.1 Initiation Fee

Upon execution of this Agreement, Site Owner shall pay to the Sponsor a domain registration fee if there is domain name registered, or purchase a domain name elsewhere. No initiation or startup fee shall be payable from Sponsor to Site Owner.

5. PRESS RELEASE

The parties agree that they shall release an initial press release announcing the mutual sponsorship provided in this Agreement on or about the Launch Date. The content of such press release shall be mutually agreed by the parties. The parties shall agree upon the scope of such release and shall share equally the costs of disseminating such press release. Except for the press release identified above, neither party shall make any announcement or press release of the relationship between the parties or disclose any terms or conditions of this Agreement without the advanced written consent of the other party.



6. TERM AND TERMINATION

- a. This Agreement shall be for an initial term of 1 year commencing on the Launch Date and terminating on the first anniversary date of the Launch Date.
- b. Either party may terminate this Agreement, with or without cause, upon the giving of 7 days advanced written notice to the other party.
- c. Either party may terminate this Agreement immediately upon written notice to the other party of such other party substantially breaches its obligation set forth in this Agreement.
- d. All obligations of the parties shall remain in effective until the effective date of any termination. Following the effective date of the termination, Site Owner shall remain obligated to make payments that accrue up to an including the effective date of such termination.

7. TRADEMARKS AND PROPRIETARY RIGHTS

- a. The parties shall each retain all ownership, right, title and interest in and to all trademarks, service marks, trade names, copyrights, and other proprietary property, subject only to the limited license to use such materials for purposes of the other parties obligations set forth in this Agreement.
- b. The parties hereby grant to the other party a non-exclusive license to use trademarks, service marks, trade names and other proprietary property of the other party only as specifically required by such party to fulfill its obligations under this Agreement. Upon termination of this Agreement, each party will immediately cease and desist from all further use of the trademarks and other proprietary property of the other party effective on the effective date of any termination or the expiration of this Agreement.

8. MUTUAL CONFIDENTIALITY

8.1 Restriction on disclosure

Neither party will disclose or use for it's own purposes, except in furtherance of fulfilling its obligations under this Agreement, any Confidential Information of the other party. Each party will take reasonable measures to protect any Confidential Information related to the other party consistent with the measures that such party uses to protect the confidentiality of its own confidential information.

8.2 Information subject to restriction

For purposes of this Agreement, the term Confidential Information shall mean and include all information received by one party that relates to the other party which is received from the other party or its affiliates or representatives which the other party considers to be confidential and proprietary, including but not limited to business and marketing plans, financial information, the existence or any terms of this Agreement, user information, website activity statistics, software, databases, drawings, diagrams, schematics, customer lists, trade secrets, development plans, new program development and planning, advertising plans and materials not yet released, and all other information that either party knows, or has any reason to know that the other party would consider to be confidential. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently.



9. WARRANTY AND INDEMNITY

- a. Each party represents and warrants to the other party that none of the information provided to the other party to be included on the other party's website will infringe upon the proprietary rights of any other party.
- b. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, suits, threats or demands and costs, including but not limited to reasonable attorney fees and court costs which may result from: (i) the breach of any representation or warranty made by one party to the other in this Agreement, including but not limited to that made in Section 9.1 hereof; (ii) any claim that any material provided by one party to the other party infringes upon any proprietary rights, including trademarks, patents, copyrights, or any other claim of proprietary rights of any third party; and (iii) any claim arising out of the content that is contained on the indemnifying party's website. The parties shall be obligated to immediately notify the other party of any claims that could invoke the indemnification given above.
- c. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR THE OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR MATTERS ARISING OUT OF SECTIONS 9.1 AND 9.2 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A THEORY OF CONTRACT OR TORT.

10. MISCELLANEOUS PROVISIONS

- a. Neither party shall be liable for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, power outages, natural disaster, governmental regulations, communication or utility failures, or casualties.
- b. The parties agree that their relationship shall be that of independent contractors and nothing in this Agreement or the relationship between the parties shall be construed as making them joint venturers, partners, employer/employees, franchisor/franchisee, master/servant, or any legal relationship other than independent contracting parties. Each party shall be responsible for their own income taxes and any withholding thereof. Neither party shall have the authority, express or implied, to act on behalf of the other or to bind the other to any contract, obligation, debt, responsibility or obligation of any nature or kind.
- c. Neither party may assign the benefits or obligations under this Agreement and any attempt to do so shall be void and of no legal effect. Each of the parties recognizes and agrees that the other party is relying upon the identity of the other party and the owner and principals of the other party in entering into this Agreement. Neither party shall be permitted to subcontract any obligations contained herein to another party without the advanced written notice from the other party. The parties specifically agree that there shall be no third party beneficiaries to this Agreement.
- d. In any legal action between the parties relating to the subject matter hereof, the prevailing party shall be entitled to an award of all costs and reasonable attorney fees related to such action.



- e. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

- f. All notice, except for notices of termination, shall be transmitted via Email to the relevant party at the Email address indicated below or at such other Email address provided by the other party in writing. Notices of termination shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the party at the address indicated above. Notices will be deemed effective (i) upon transmission, provided such transmission is not returned as undeliverable, when such notice may be given via Email, (ii) 7 working days after deposit, postage prepaid, if mailed, (iii) the next day if sent by overnight mail, or (iv) the same day if sent by facsimile and confirmed as set forth above.

- g. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.



EXHIBIT "B"
LIST OF COMPETITORS

Made available on request

