

PAYMENT AGREEMENT – PRIVATE NETWORK PROGRAM

This Agreement is made the day set out below by and between

1. Tradedoubler Tradedoubler Ltd, 2nd Floor, The Helicon, 1 South Place, London, EC2M 2RB hereinafter referred to as "Tradedoubler", and
2. You" or "the Publisher"

1. Background

You have joined an affiliate program (“Private Network Program”) operated by one of Tradedoubler's clients (“Company”) whereby you earn money by referring your customers to such client. Tradedoubler monitors the commission-generating actions (transactions/clicks/leads etc. depending on the terms of the Private Network Program) of customers and calculate the remuneration payable to you as a consequence of such actions.

You have entered into a separate agreement with the Company, establishing the terms of your cooperation which is in full force and effect.

Since it has been agreed between the Company and Tradedoubler that Tradedoubler will distribute your commission to you, this agreement establishes the terms of such payment. Please read this Agreement carefully. By clicking on the "Register" button, you accept the conditions of this agreement. You will not receive commission payments if you do not accept the provisions of this agreement.

You must be accepted by the Company to whose Private Network Program You would like to be registered to, before you can become a Publisher. You will be informed by the Company if and when you have been accepted as a Publisher.

2. The Payment Service

Tradedoubler undertakes to execute payments to Private Network Publishers in accordance with this agreement only after having been paid by the Company. Tradedoubler reserves the right to modify, amend, change or terminate Tradedoubler's payment service. The Publisher will be notified of all such changes by e-mail or by an announcement by the Company. If the Publisher does not accept the changes, the Publisher will not be paid for further commission-generating actions.

3. Remuneration

1. The conditions of remuneration for the Private Network Program are agreed upon between the Publisher and the Company. The Publisher agrees to "self-billing", which means that Tradedoubler will create the invoice on behalf of the Publisher VAT (if applicable) is added to the remuneration shown on the Company's Private Network Program interface.
2. Subject to clause 3.3, payment of accumulated remuneration to the Publisher shall be made monthly in arrears provided that the Publisher has generated valid Traffic and that Tradedoubler has received timely payment from the Company.
3. Payment of remuneration will be made, if prior to the payment date, the Publisher is due an amount of at least the respective minimum payment amount and if Tradedoubler has received full payment for these transactions. An amount due of less than the respective minimum payment amount will be accumulated to the next payment and will be included in the amount to be paid out at the next payment date, again provided that the respective minimum payment amount is due prior to that payment date. All payments are calculated upon the total Traffic generated up to the end of the month prior of payment. Accumulated amounts do not accrue any interest.
4. Nothing in this Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between Tradedoubler and the Publisher
5. Payment to the Publisher will be made direct to the Publisher's bank account. The Publisher must specify on the Company's Private Network interface details of his bank account (including name and branch of the bank, sort code of the branch and the Publisher's account number).
6. The Publisher is responsible for the payment of all tax and national insurance payable on any payments made to him by Tradedoubler.

4. Limits on Tradedoubler's Liability

Tradedoubler's responsibility is limited to the distribution of received payments from Customer. Tradedoubler shall not be liable if the Company does not fulfill its obligations according to its Private Network Program and Tradedoubler shall not be liable in any way for any agreements made directly between the Publisher and the Company.

5. Applicable Law

This Agreement shall be governed by, and construed in accordance with the laws of the United Kingdom, excluding its choice of law provisions and is subject to the exclusive jurisdiction of the United Kingdom courts.