

Publisher Agreement

MEDIAWAYSS Sp. z o.o., (the, "Mediawayss", "We", etc.) as an advertising network that provide services for products monetization and promotion, connecting publishers and advertisers through our platform (the, "AnyPops") globally, and

You (the, "Publisher", "You", "Yours", etc.) as a business that is seeking an agency to perform advertising and marketing consultancy, media and media markets analysis, media campaign planning, media time buying, and media management services, and

NOW, agree as follows:

WHEREAS, Mediawayss has offered its services to the Publisher through www.anypops.com web site (the, "Site", "Program"), and You has chosen to hire Mediawayss to perform these services,

NOW, agree as follows:

1. Definitions

1.1. "Ad(s) or Advertisement(s)" – means, such type of online advertisements like pop-unders, tubunder and overlay, generated by Publishers or owners of web-servers in response to a query from Mediawayss.

1.2. "Publisher" – means the company, that has decided to enter into this Agreement and that has decided to assign Mediawayss to provide online advertising services in accordance with the provisions of this Agreement.

1.3. "Publisher Account" (the, "Account") means the Publisher's account at Mediawayss' platform AnyPops (www.anypops.com) for deposit of money and managing of campaigns.

1.4. "Content" means all ad content, related technology and tags provided for Publisher that are subject to the Services under this Agreement.

1.5. "Effective Date" means the date of adoption by Publisher terms of this Agreement or in the absence of its signature, the date when the Publisher set up an Publisher Account with Mediawayss.

1.6. "AnyPops" platform means Mediawayss' digital advertising platform available on the Site, including advertisers and publishers.

1.7. "Confidential Information" – of the party disclosing such information shall refer to: (a) such party's trade secrets, business plans, strategies, methods and/or practices; (b) such party's software, tools, trade secrets, know-how, designs, technical information, proprietary methodologies, computer systems architecture and network configurations; (c) any other information relating to such party that is not generally known to the public, including information about its personnel, products, customers, financial information, marketing and pricing strategies, services or future business plans; and (d) any other information which, from all the relevant circumstances, should reasonably be assumed to be confidential and proprietary.

1.8. "Campaign" – certain actions set up by an Publisher to increase traffic to the Advertiser or its affiliate web-site, sales and/or attracting new customers.

2. The Service

2.1. Mediawayss through AnyPops platform shall provide You an opportunity to participate in programmatic instantaneous auction for ads slots at the web sites (hereinafter, Services).

The Services will include:

- customization and implementation an online advertising exchange (the “Exchange”) in real time bidding;
- hosting the Exchange;
- possibility of self-service;
- management service opportunity;
- providing maintenance services; and
- as necessary, providing customization and support services, including reasonable education and support, during normal business hours, all in accordance with, and subject to, the terms and conditions of this Agreement.

In order to become a Publisher you must first accurately submit for Mediawayss account application at our web-site and comply with present Agreement (in case of using Self-service) or register yourself as a Publisher by contacting Mediawayss directly (in case of using Management service) for acceptance, and not use any aliases or other means to mask your true identity or contact information.

After we review your application, we will notify of your acceptance or rejection as Mediawayss’ Publishers. We may accept or reject your account registration at any time at our sole discretion for any reason. Mediawayss reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your request if deemed appropriate.

By filing your account application or registering as a Publisher you confirm your understanding and unreserved acceptance of all terms and conditions, policies (including present Agreement) of Mediawayss published at our web-site concerning the Services, and confirm You are a duly authorized signatory, has full legal capacity and all the necessary authority to bind the individual, company or other entity, and hereby submitting a legally binding electronic signature and entering into a legally binding contract. Publisher also hereby waives any rights or requirements under any rule or the law in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

2.2. In order to be eligible to become a Mediawayss’ Publisher, all websites or affiliated websites or publishers must meet the following criteria:

Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our Advertisers

Be fully functional at all levels; no “under construction” sites or sections

2.3. The content of the publishers, websites or affiliated websites cannot include any material that infringes the rights of any third party or is in violation of any law, as determined by us in our sole discretion, including but not limited to the following:

- Intellectual property rights
- Racial, ethnic, political, hate-mongering or otherwise objectionable content
- Investment, money-making opportunities or advice not permitted under law
- Gratuitous violence or profanity
- Material that defames, abuses, or threatens physical harm to others
- Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.

- Hacking or Phreaking.
- Any illegal activity whatsoever
- Any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic
- Any other inappropriate activity as determined by us in our sole discretion.

2.4. You may determine at your discretion the following methods of Service – Self-Service or Management service.

Self-Service assumes that all Services and ad campaign shall be provided through Publishers' account at our web-site. Mediawayss support team may provide assistance upon your request, however, all the actions or modifications made through your account shall be deemed made solely by You.

You may not transfer your account to anyone without explicit written permission of Mediawayss and you may not use anyone else's account or password at any time without the express permission and consent of the holder of that account. Mediawayss cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Management service assumes that all Services and ad campaign shall be provided by Mediawayss' managers.

3. Placement of Ads

3.1. Publisher may NOT place any Mediawayss advertisements on alternative publishers or websites without written consent and approval of Mediawayss. Publisher will not place advertisement on warez, and/or illegal MP3 sites/directories, and/or P2P/Bit-Torrent sites, and/or Spyware or malicious code of any sort and/or alternatively questionable areas. In case where advertisements are placed in such locations, Mediawayss reserves the right to withhold payment for the entire campaign and/or submit an immediate legal action against the Publisher and/or set a financial penalty in the amount publisher account balance or a higher sum, based on the damages caused to Advertising Technologies.

3.2. Mediawayss do not check or control all the activities or contents at Your website, but all the services may be rejected and we reserves the right to delete Your account and withhold and freeze all fees and remunerations if you engage in fraudulent or illegal activity.

4. Online Reports

During the month a publisher may view the online reports within Mediawayss reporting system which in ALL ways are estimate numbers that can be changed until 15 days after the end of the month. In all cases, we will use commercially accepted methods and practices to direct and measure traffic. Campaigns can be customized at any time by Mediawayss team to comply with publisher's ad serving numbers. At the end of the month the reports are frozen and within 15 days will include the definitive numbers of earnings. This also states that Mediawayss stats will be leading in every case.

5. Publisher Earnings

5.1. Revenue share deal based on placements generated by Mediawayss Reporting Source – All reported numbers for the purposes of billing and general delivery reporting are based on Mediawayss server reports.

5.2. If Publisher believes that there is a discrepancy in Mediawayss's server reports, Publisher must provide Mediawayss with a reasoned report of such discrepancy within three (3) calendar days from receipt of Mediawayss's server reports. Otherwise, Mediawayss shall not be liable for such discrepancy. If the parties are unable to arrive at reconciliation, then significance of discrepancy will be divided in half.

5.3. Mediawayss is entitled to make an adjustments in Publisher's account in the following cases:

- To pay promotions and bonuses
- Due to technical reasons
- Due to Publisher's fraudulent activity
- On the basis of additional agreements with You
- Due to Advertiser's complaints or refunds

6. Payments

6.1. Mediawayss will pay Publisher's revenue at Net 7. Minimum payment amounts: 100 USD/ 100 Euro (for Wire Transfers – 500 USD), if the balance is less Mediawayss will add the amount to the next payment.

6.2. Mediawayss acts as a third party for advertisers, therefore Publisher understands and agrees that payment for Publisher's revenue is dependent upon payments from advertisers to Mediawayss that it has received without any restrictions. You hereby release Mediawayss from any claim for Publisher's revenue if Mediawayss did not receive funds from the advertiser. Publisher shall hold Mediawayss harmless and indemnify it from any claims or liability related to such unpaid revenue.

6.3. Mediawayss provides the ability to perform payments by using payment service providers. Publisher shall have the right to select any payment service provider available. You agree that Mediawayss is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction. All payments shall include the above-mentioned fees and commission, if applicable.

Publisher is responsible for all applicable taxes associated with provided ad services, other than taxes based on Mediawayss income.

6.4. Publisher responsible to supply valid payment details, if details are wrong or if the publisher change its payment details, it is the publisher responsibility to notify by mail 14 days before Payment due date. Publisher will bear payments fees if required.

6.5. All payments shall be processed automatically. We may, in our sole discretion, refuse to process a payment (and may place a payment hold) on any part of your account for any reason, block Your account and terminate this Agreement, including if we have a reasonable suspicion that you have breached any term of this Agreement. We also reserve the right to set-off any amount you owe us, including for breaches of this Agreement. We assume no responsibility for paying any taxes on payments made to you and you acknowledge and agree that it is your complete and sole responsibility to pay for all taxes as a consequence of your participation in the Program. In certain cases, we may withhold all payments until we will receive relevant tax documentation from you.

6.6. You shall ensure the ability to receive payments from Mediawayss to specified bank account by yourself. If the receipt of revenue or other payment is delayed or failed because of non-compliance with this condition (including if the failure or delay is caused by a third party payment service provider you are using), Mediawayss shall not be responsible for violation of terms of payment.

6.7. If you believe that any fault in transaction has taken place, you agree to notify us immediately, and We will make all possible efforts to eliminate delays or errors in payment processing. Unless your claim been

submitted within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against Mediawayss related to the transaction. If you experience a technical failure or interruption of service that causes your funding transaction to fail, you may request that your transaction be completed at a later time.

7. Representations, Warranties and Covenants

- You represent, warrant and covenant that: Your Media is in compliance with all applicable laws and does not contain or promote, nor links to another website that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, infringing, sexually explicit or illegal content, including copyright ownership and use of intellectual property;
- You agree not to promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable content;
- You agree not to engage in any illegal activity, in accordance with Law, whatsoever, is not allowed;
- You represent and warrant that you own or have the legal right to use and distribute all content, copyrighted material, trademarked materials, products, and services displayed on Your Media; You agree to not use deceit when marketing Advertiser's offers or presenting these offers to consumers; You have the right, power, and authority to enter into this Agreement and grant the rights specified herein;
- You will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from Mediawayss that allows Mediawayss to measure ad performance and provide its service ("Site Data");
- If instructed to do so by Mediawayss and/or if this Agreement terminates, you will immediately remove and discontinue the use of any Site Data;
- You acknowledge that Mediawayss does not represent, warrant, or make any specific or implied promises as to the successful outcome of any Programs;
- You agree to display the creative exactly as it appears on the Program and will not alter any creative that has been submitted to the Site;
- If You are notified that fraudulent activities may be occurring on your Media, and You do not take any actions to stop the fraudulent activities, then You are responsible for all associated costs and legal fees resulting in these fraudulent activities;
- You represent, warrant and covenant that you will not take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large loan on our technology infrastructure or otherwise make excessive demands on it;
- You may not disable, circumvent or otherwise interfere with security related features of our service or features that prevent or restrict use or copying of any part of our service, or which enforce limitations on the use of our service;
- You represent, warrant and covenant that Your Media does not contain any sexual or erotic material that depicts persons under the age of eighteen (18) or in a manner that suggests that they are under the age of eighteen (18);
- If any errors or undesirable results occur due to no fault of Mediawayss, Mediawayss shall not be responsible for losses and You may not be compensated;
- Publisher undertakes to ensure that its servers support the traffic directed to ad campaign through our service. Anyway, Mediawayss takes no responsibility for all the consequences in case your servers

cannot support the traffic directed to your web-site. You shall test Your website to insure its correct appearance in different web browsers, devices or systems and optimize it if necessary.

- YOU MAY NOT CHEAT, DEFRAUD OR MISLEAD US, OR ATTEMPT TO CHEAT, DEFRAUD OR MISLEAD US, IN ANY MANNER.
- You are expressly prohibited from using any means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with the services or generating of remuneration or exceed your permitted access to Mediawayss web-site. These prohibited activities include but not limited to: framing an ad-banner's click-through destination, auto-spawning of browsers, running "spiders", automatic redirecting of users or any other technique of generating automatic or fraudulent click-through and/or impressions. Ads may not be placed on an automatically reloaded page. In any case Mediawayss shall make all determinations about fraudulent activity in its sole discretion.

8. Limitation of Liability; Disclaimer of Warranty.

IN NO EVENT SHALL Mediawayss BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE, OPERATION OF A PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR MEDIA, INCLUDING BUT NOT LIMITED TO BROKEN IMAGES, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF Mediawayss HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT AND SERVICES ON THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SITE AND RUN PROGRAMS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Mediawayss DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITE, THE INFORMATION, SERVICES, AND CONTENT INCLUDED ON THE SITE AND PROVIDED BY Mediawayss, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Mediawayss DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THIS SITE OR PROVIDED BY Mediawayss IS ACCURATE, COMPLETE OR CURRENT.

9. Indemnity

You shall indemnify, defend and hold Mediawayss harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising out of Your: (a) improper use of the Site; (b) improper operation of a Program; or (c) breach or violation of this Agreement.

10. Assignment and Jurisdiction

Mediawayss may assign this Agreement to a subsidiary or business successor. You may not assign this Agreement without the prior written consent of Mediawayss, which shall not be unreasonably withheld. This Agreement shall be construed and governed by the law of the Poland (PL) You expressly consent to the exclusive venue and personal jurisdiction of the courts in and of the Poland (PL) for any actions arising from or relating to this Agreement or your use of our service.

11. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

12. Intellectual Property Rights

12.1. Hereby we grant you a non-exclusive, non-transferable, revocable right to use Mediawayss services and to access our web site through solely in accordance with the terms of this Agreement.

12.2. You may not alter, modify, manipulate or create derivative works of Mediawayss or any our graphics, creative, copy or other materials owned by, or licensed to Mediawayss in any way. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Mediawayss' trademarks, service marks, copyrights, patents or trade secrets. You agree that we may use any suggestion, comment or recommendation you choose to provide to Mediawayss without compensation. All rights not expressly granted in this Agreement are reserved by Mediawayss.

12.3. Your use of the service shall be governed by and subject to laws and regulations regarding copyright ownership and terms of use of intellectual property. You represent, warrant and covenant that you do not upload, download, display, perform, transmit, or otherwise distribute any object in violation of any third party's copyrights, trademarks, or other intellectual property rights. You represent, warrant and covenant that you abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by you.

12.4. All the parties hereby agree that Mediawayss does not have any authority or ability to control content at Publisher's website(s) and for this reason, We cannot bear any responsibility regarding breaching of any third party's Intellectual property rights.

13. Termination

This Agreement shall commence upon your acceptance and remain in effect until terminated. This Agreement may be terminated by either Party upon one (1) business days' notice. This Agreement shall terminate immediately upon the dissolution or insolvency of either Party, or the breach of this Agreement by you. Mediawayss reserves the right, in its sole and absolute discretion, to terminate a campaign and remove any advertisements at any time for any reason.

14. Force Majeure

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party.

15. Confidentiality

15.1. Definition. As used in this Agreement, the term "Confidential Information" of the party disclosing such information shall refer to: (a) such party's trade secrets, business plans, strategies, methods and/or practices; (b) such party's software, tools, trade secrets, know-how, designs, technical information, proprietary methodologies, computer systems architecture and network configurations; (c) any other information relating to such party that is not generally known to the public, including information about its personnel, products, customers, financial information, marketing and pricing strategies, services or future business plans; and (d) any other information which, from all the relevant circumstances, should reasonably be assumed to be confidential and proprietary.

15.2. Obligations. Each party agrees that it will not disclose any Confidential Information of the other party to any third-party, and that it will not use Confidential Information for any purpose not permitted under this Agreement. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care. This 15 supplements and does not supersede any existing non-disclosure or confidentiality agreements between the parties.

15.3. Exceptions. The foregoing obligations shall not apply to the extent Confidential Information of a disclosing party: (a) must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body including any applicable stock exchange (provided that each party agrees to the extent legally permissible to notify the other party upon the issuance of any such order, and to cooperate in its efforts to convince the court or administrative body to restrict disclosure); or (b) is known to or in the possession of the receiving party prior to the disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or (c) is known or generally available to the public through no act or omission of the receiving party; or (d) is made available free of any legal restriction to the receiving party by a third party; or (e) is independently developed by the receiving party without use of any Confidential Information.

16. Miscellaneous

This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by you when signing up for the service by certified mail, fax, email or courier. Mediawayssreserves the right to change any conditions of this contract at any time. The Terms shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by Mediawayss.