



CENTURY MEDIA 360 LTD

www.centurymedia360.com

TERMS AND CONDITIONS

DIGITAL MARKETING SERVICE LEVEL AGREEMENT

Between

CENTURY MEDIA 360 LTD
LEVEL 3, CASTLE HOUSE, CASTLE STREET, SHEFFIELD,
SOUTH YORKSHIRE, UNITED KINGDOM, S3 8LU

WHEREAS

CENTURY MEDIA 360 LTD is a Digital Marketing Agency specialized in email marketing and Lead Generation, it owns a network that can boost its Clients/advertisers' sales and business through all payout models, thanks to its connections with qualified publishers and to custom user profiling up to date database globally.

CENTURY MEDIA 360 LTD provides integrated communications solutions: online advertising, email marketing campaigns, search marketing (S.E.M. and S.E.O.), mobile advertising, online marketing solutions, corporate blog affiliation systems and web copywriting.

CENTURY MEDIA 360 LTD uses proprietary technologies which provide cutting-edge tracking devices that target the campaign while promptly and constantly monitoring its evolution.

The goals shared both by **CENTURY MEDIA 360 LTD** and its Clients/advertisers (hereinafter "Clients") are met thanks to the target customer and business, which monitors the consumer's reactions in real time and optimizes them throughout the campaign, following relational marketing strategies.

In consideration of the above, the parties agree as follows:

1. PREMISE

The premise forms an integral and substantial part of this contract.



2. OBJECT OF THE CONTRACT

This contract regulates the relations between **CENTURY MEDIA 360 LTD** and the-----
CENTURY MEDIA 360 LTD entrusts the responsibility of performing on-line marketing activities, according to the terms and procedures specified thereafter, in order to create action from the user on the websites of direct or indirect Clients; the Franchisee undertakes to observe these terms when signing the contract.

3. OBLIGATIONS OF THE CENTURY MEDIA 360 LTD & -----

The ----- undertakes:

To cooperate as much as possible in order to implement the activities object of this contract;

To provide a unique login for CENTURY MEDIA 360 LTD to its ----- affiliate software where details of the advertising campaigns run and managed by ----- are detailed. Each campaign will provide unique tracking links, together with advertising materials such as banners and email designs. Conversions (including pending conversions) will be tracked via the software.

Pay CENTURY MEDIA 360 LTD in accordance with the ----- terms and conditions for valid leads as shown in the ----- tracking software

Neither to fully or partly transfer this contract, for payment or free of charge, nor to allow a whatsoever third party to implement the activities object of this contract, without having received previous written authorization from **CENTURY MEDIA 360 LTD**

4. OBLIGATIONS OF CENTURY MEDIA 360 LTD

To cooperate as much as possible in order to implement the activities object of this contract;

To constantly inform ----- about the evolution of the marketing activity that is being performed.

To promote the product offers provided by ----- via its ----- affiliate system and abide in full with the ----- general terms and conditions and offer specific terms conditions as detailed within the ----- system.



Neither to fully or partly transfer this contract, for payment or free of charge, nor to allow a whatsoever third party to implement the activities object of this contract, without having received previous written authorization from -----

5. DURATION

The duration of this contract is (12) twelve months from the date of signing. Upon expiration date, this contract will automatically renew for (12) twelve extra months unless one of the parties decides to terminate this contract by sending a written communication to the other party, through Recorded Delivery Letter with advice of delivery, at least 30 days before the expiration date of the contract.

6. INTELLECTUAL PROPERTY

Both parties and their respective clients shall retain full ownership of and exclusive accessibility to every industrial and intellectual property rights with regard to denominations, brands, logos, used or supplied by one party to the other. Neither ----- nor CENTURY MEDIA 360 LTD shall in any case, Exercise any rights over the above-mentioned marks belonging to the other party or to their Clients.

When the contract expires, or terminates both parties shall immediately stop using any mark or any intellectual property right belonging to the other party or to their Clients; the same obligation arises when dealing with any commercial documents, any kind of advertisement which may be done through any means or system, any symbol having reference to the company, to the entrepreneur and to the product that may mislead a third party.

7. CONFIDENTIALITY

The parties undertake not to disclose information about the terms and conditions of this contract or of any other agreement between them for the duration of the contract and until twelve months after its expiration. To this end the parties shall take necessary precautions in the relations with their employees, partners, collaborators, assistants or consultants, in order to protect the confidentiality of above-mentioned information.



Each party therefore undertakes not to disclose, communicate and/or explain to a third party any piece of information related to the object of the contract and to its implementation, without having received previous written authorization from the other party.

The parties can disclose confidential information if required by competent authorities or whether information has become of public domain as a consequence of actions not attributable to the parties or their employees, partners, collaborators, assistants or consultants.

When the contract terminates each party undertakes to hand back all the documents, files, hardcopy or electronic devices received during the implementation of this contract. The parties shall not disclose any copy of the above-mentioned material to whatsoever third party for whatsoever reason.

Each party shall be held liable for any damage caused to the other party in case of infringement of the confidentiality obligations set forth in this contract.

8. PRIVACY

The parties undertake to handle the personal data that will be in their possession during the implementation of this contract in accordance with the UK Law on personal data protection, solely with the purpose of implementing this contract. The parties undertake to store the abovementioned data in accordance with the security measures provided for by law.

In particular the parties declare and guarantee that all the activities they are responsible for are lawful and do not infringe any provision of the UK Law on personal data protection.

Each party undertakes to indemnify and hold the other party harmless from any and all loss, damage or cost, included legal expenses, the other party may suffer as a result of the infringement of the Personal Data Protection Code and later changes and additions of the respective Countries.

9. INDEMNITY

The ----- undertakes to indemnify and hold **CENTURY MEDIA 360 LTD** and its Clients harmless from any and all negative consequence or claim made by a third party with regard to actions, omissions



or non-fulfillment attributable to the Franchisee itself during the implementation of this contract.

In particular the ----- undertakes to hold CENTURY MEDIA 360 LTD and its Clients harmless from any claim for compensation of damages and any sanctions, fines or expenses, included taxes, levies, fiscal or legal expenses that may have been incurred.

10. EXPRESS TERMINATION CLAUSE

Both parties undertake to indemnify and hold each other and their Clients harmless from any and all negative consequence or claim made by a third party with regard to actions, omissions or non-fulfillment attributable to the other party during the implementation of this contract.

In particular both parties undertake to hold each other and their Clients harmless from any claim for compensation of damages and any sanctions, fines or expenses, included taxes, levies, fiscal or legal expenses that may have been incurred as a direct result of the actions of the other party.

The ----- cannot fully or partly transfer this contract, either for payment or free of charge, without having received previous written authorization from **CENTURY MEDIA 360 LTD**. Any form of sub franchising is therefore forbidden.

11. GENERAL PROVISIONS

Neither party may fully or partly transfer this contract, either for payment or free of charge, without having received previous written authorization from the other party. Any form of sub franchising is therefore forbidden.

12. ADDRESS FOR SERVICE

For the fulfillment of this contract and the delivery of its related documents, the parties choose their addresses, stated on the first page of this contract, as address for service.

13. APPLICABLE LAW AND COMPETENT COURT

This contract shall be governed by and construed in accordance with UK Law. All dispute arising out of and/or in connection with the interpretation, the performance and the termination of this contract and, in general, with regard to



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any matter directly or indirectly related to the object of this contract, shall be settled by the Court within the jurisdiction of UK Law.

The parties declare to have carefully read and to be explicitly approve of the following articles of this contract: Obligations of the **CENTURY MEDIA 360 LTD**-----and Prohibition on trans (Privacy);(Indemnity); (Far of contract), (Terms of payment), (Duration), (Intellectual property), (Confidentiality); (Express Termination clause); (Contract transfer); (General provisions (Address for service); (Applicable law and competent court).