

BENCH SUPPLIER TERMS

ADVERTISEMENT CAMPAIGN MASTER SERVICES AGREEMENT

1. Campaign

Subject to the terms and conditions of this Agreement and the applicable insertion order (the "IO") the Company ("Benchmarking") shall provide the Client with online advertisement and promotion services (the "Campaign"). The parties may execute, from time to time, additional IOs (any such document, an "Additional IO") for different Campaigns, all of which shall be subject to the terms and conditions of this Agreement and the terms and conditions of the applicable Additional IO. Notwithstanding the above, the Company reserves the right to reject any Campaign for any reason.

2. Creative Content; Intellectual Property

2.1. The Client shall retain all right, title and interest in and to any multimedia images, graphics, text, data, links or other objects originated by, or transmitted from the Client to the Company or other creative content required for the marketing of the Campaign (collectively, the "Creative Content").

2.2. The Client hereby grants the Company and its third party publishers, during the term of the Campaign, a nonexclusive, limited, worldwide, royalty-free, revocable license to market, display, copy, transmit, distribute and promote the Creative Content for purpose of running the Campaign.

2.3. The Client hereby grants the Company a limited license to make any necessary changes or modifications to the Creative Content solely for the purpose of and/or in connection with the provision of the Services.

2.4. In the event that the Company, upon request of the Client, develops any Creative Content for any Campaign (such content, the "Custom Creative"), the Client agrees to only use such Custom Creative, for placement into the Company's publishing network and further agrees not to use such Custom Creative for placement with any other publishers and/or publishing networks, unless such use has received the Company's prior approval. The Client shall not retain any right, title or interest in and to any Custom Creative.

3. Display/Web Based Advertising

3.1. The Client acknowledges that, except as otherwise agreed to by the parties, the Company will host the Campaign and provide the tracking solution therefor, which shall serve as the exclusive tracking solution for monitoring the performance of the Services. The Company shall have the right to place tracking pixels on Client's website as may be required to measure webpage's activity, track and/or measure consumer response to the Campaign(s) and provide estimated live statistics for the Company's affiliates and publishers. If the client wishes to use an alternate tracking system, the technical specifications of the tracking system and its delivery methods must be met to the reasonable satisfaction of the Company before any advertising or ad-serving will be provided by the Company and any data collected shall be jointly owned by the parties. The Client may not remove or otherwise modify the tracking pixels at any time during the Campaign without the prior written approval of the Company. The Company shall be entitled to suspend performance in the event, and, if applicable, the Client agrees to pay the Company for each day during which, the

pixels were absent or manipulated, based on the average daily conversion measurements (using daily click counts and/or conversions for the seven (7) days prior to the pixels being removed or manipulated) plus fifteen percent (15%).

3.2. The Client acknowledges that any delay in sending the Company the Creative Content or approving any such Creative Content to be created by The Company or any other action that may delay the start of the Campaign by more than 90 days will cause the cancellation of the campaign including any applicable cancellation fees.

4. Payment Terms

4.1. The Client acknowledges that prior to the commencement of work by the Company on behalf of the Client in connection with the Campaign, payment will be remitted as specified in the commercial information section of the insertion order (including GST if applicable) (the "Campaign Amount").

4.2. The Client agrees to pay the full Campaign Amount, including applicable GST as per the payment terms specified in the commercial information section of the insertion order.

4.3 Discounts on invoices will become null and void unless payment is received by the due date and the full amount will be due and payable.

4.4. Any delay to payment will attract interest charges at a rate of 1% per month (pro-rated).

4.5 Invoices that are over 60 days overdue will be referred to a collection agency and all associated recovery costs including legal costs will be billed to the Client.

5. Client's Representations and Warranties

5.1. The Client represents and warrants to the Company, that with respect to any Campaign:

5.1.1. It is duly organised and validly existing under the laws of its state of incorporation;

5.1.2. It owns all right, title and interest in the Client's business and the Creative Content as necessary in order to run the Campaign contemplated by this Agreement and signed IO;

5.1.3. It has full power and authority to execute this Agreement and signed IO and to perform its obligations hereunder and thereunder;

5.1.4. the use, reproduction, distribution, transmission or display of any Creative Content and/or any materials to which users can link through to from such Creative Content, or any products or services made available to users through the Creative Content, will not (A) violate any applicable law, rules or regulations, including those pertaining to privacy and data protection law; (B) give rise to criminal or civil liability or infringe any copyright, patent, trademark or service mark, trade secret rights or any other personal, moral, contract, property or privacy right of any third party; or (C) contain any libelous, defamatory, obscene material or viruses;

5.1.5. it has a reasonable basis for all claims made within the Creative Content, and possesses all appropriate documentation to substantiate such claims;

5.1.6. the Landing Page for each Campaign contains a prominent link to the Client's privacy policy, which policy is easy to understand and which provides, at a minimum, adequate notice, disclosure and choices to consumers regarding Client's and its business partners' use, collection, disclosure and security of the consumer's information and offers the consumer an opportunity to opt out from such collection and use of the information. For purposes of this Agreement, the term "Landing Page" shall mean the Client's website page where a consumer is directed to when the he or she clicks on the Creative Content, completes the registration form or takes a similar action;

5.1.7. All consumer data collected pursuant to this Agreement is collected in accordance with any applicable laws and regulations and to the extent use is allowed be used for legal purposes. This includes consumer personal data and the use of cookies and tracking.

5.1.8. it will not load any computer program onto an individual's computer, in connection with the Campaign, including without limitation programs commonly referred to as adware or spyware but excluding cookies; provided such cookies are disclosed in the Client's privacy policy, without the Company's prior approval and the individual's express consent after receiving clear and conspicuous notice about the nature of the application to be downloaded.

5.2. The Client acknowledges and agrees that the Company is merely a venue which facilitates relationships between the Client and publishers and that the Company is under no obligation to pre-screen the Creative Content prior to its distribution on the Company's network and that the Company is not responsible for policing, monitoring or editing any Creative.

6. Indemnification and Disclaimer of Warranties

6.1. The Client shall defend, indemnify and hold the Company harmless from and against any suit, proceeding, assertion, damage, cost, liability and/or expense (including court costs and reasonable attorneys' fees), incurred as a result of a claim by a customer or a third party against the Company and/or its affiliates, officers, directors, employees or agents arising from, associated with or connected with the Campaign, Client's misuse of the Campaign or Client's breach of any of its representations and/or warranties set forth herein. The Client shall bear sole responsibility and liability for the Creative Content and for any damages, direct or indirect, arising from, or associated with, or connected to, the exposure, use or other reference to the Campaign.

6.2. The Client hereby waives any right to request compensation or any kind or nature from the Company with respect to any claim raised by any customer or any third party against the Company in connection with the Campaign.

6.3. The Company does not warrant or guarantee the effectiveness of the Campaign nor the conversion rates, pay-up rates, response rates or ability to convert the responses into sales. All IOs are contingent upon Company's ability to procure necessary on-line access.

7. Confidentiality

7.1. Each party agrees that, for a period of five (5) years from the receipt of any Confidential Information (as defined below) from the other party (such party, the "Disclosing Party") hereunder, receiving party (the "Receiving Party") shall use such information only in connection with and in furtherance of the purposes of this Agreement and shall use the same means it uses to protect its own confidential proprietary information, but in any event no less than reasonable means, to prevent the disclosure, and protect the confidentiality, of the Confidential Information received. For

purposes of this Agreement, the term "Confidential Information" shall mean any non-public, technical, business or financial information which is sensitive and proprietary to the Disclosing Party, whether written or recorded on any other media.

7.2. Confidential Information shall not include information that the Receiving Party can demonstrate (i) is in its possession, or in the possession of its Representatives prior to its receipt from the Disclosing Party; (ii) is or becomes available to any other person (including, but not limited to, the public) not subject to an obligation of confidentiality to the Disclosing Party; (iii) is or becomes available to the Receiving Party or to any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives; (iv) is independently developed by the Receiving Party or by any of its Representatives; or (v) which the Disclosing Party consents may be disclosed. For purposes of this Agreement, the term "Representatives," shall mean that party's affiliates, agents, officers, directors, employees, consultants and advisors.);

7.3. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with the other party to help regain possession of such Confidential Information and prevent its future unauthorized use. The parties agree and understand that a material breach of this Section 6 will cause the non-breaching party to suffer irreparable harm and that monetary damages may be inadequate to compensate for such damage. Accordingly, the parties agree that in such event, the non-breaching party will, in addition to all other remedies, be entitled to seek preliminary and permanent injunctive relief without the necessity of showing any actual damage or posting a bond and/or shall be entitled to a decree of specific performance of the terms of this Agreement against the party who has breached or threatened to breach the agreement.

8. Non-Solicitation

8.1. With the exception of reasonably documented, pre-existing relationships with direct publishers or networks, or relationships entered into in the ordinary course of Client's business, during the term of this Agreement and for a period of twelve (12) months thereafter, the Client agrees not to solicit, induce, recruit or encourage, directly or indirectly, any publisher that to Client's knowledge is a publisher on the Company's network for the purpose of obtaining the placement or hosting of advertising in any form, without the Company's prior approval.

8.2. Without the Company's prior written consent, you are not to solicit or attempt to solicit business from any of the Company's Clients during the term of this agreement and for a period of five (5) years following the termination date of this agreement.

8.3. Without the Company's prior written consent, during the term of this agreement and for a period of five (5) years following the termination date of this agreement, you are not to solicit, attempt to solicit, entice or encourage any Company Representative to leave the Company's employment.

8.4. Without the Company's prior written consent, during the term of this agreement and for a period of five (5) years following the termination date of this agreement, you are not to encourage, condone or entice any other person or entity, in which you are interested or by which you are engaged, to engage in conduct which, if you engaged in such conduct, would cause you to breach clauses 8.1, 8.2 and 8.3.

9. Termination; Cancellation; Amendments of Campaigns

9.1. Without limiting any of the remedies available to the Company pursuant to this Agreement, the signed IO and pursuant to any applicable law or regulation, the Company may terminate the Campaign in any of the following events: (a) the duration of the Campaign set forth in the signed IO or in any additional IO entered between the parties, has elapsed; (b) a notice of termination has been executed by the Client and delivered to the Company, or (c) the Client has breached any of the obligations, representations and/or warranties set forth in the IO.

9.2. Any additions and/or amendments to a Campaign shall be submitted to the Company no less than 5 business days prior to the launch of such new Campaign and shall be subject to the Company's prior written confirmation. The Client shall have the right to terminate an existing Campaign upon no less than 30 business days prior notice to the Company, which notice shall become effective upon receipt acknowledged in writing by the Company; provided, that the Company shall be obligated to continue to pay for the costs of the Campaign during the advance notice period.

9.3. Upon termination of this Agreement, Company shall (a) inform publishers that Client's Campaign has ended (if terminated) or has been temporarily discontinued (in the case of temporary deactivation), (b) stop distributing Client's Campaigns, and (c) ensure that all links, placed by publishers to Client's web site be permanently removed from such publishers' web sites and cause publishers to withdraw all links relating to the Campaign from their websites. Accordingly, immediately upon termination or expiry of this Agreement, Client shall immediately cease use of any Company technology and any co-branded web pages provided by the Company and inform the Company of the same.

9.4. Termination of this Agreement shall not relieve Client from its obligation to pay any fees that have accrued prior to the date of termination less any amount previously billed to and paid by Client; and/or (ii) any obligations under any IO for which performance has commenced which have not been terminated pursuant to the terms thereof.

9.5. Client may request the Company to stop or cancel the campaign prior to the contracted end date in the IO by giving the Company 30 days written notice. In case of such cancellations the Client shall pay the Company a cancellation fee equivalent to 10% of remaining media budget in addition to the 30 day media budget and any management fees. Cancellation with less than 30 days notice will attract media charges equivalent to the planned next 30 days media budget in addition to the cancellation fee.

10. Miscellaneous

10.1. Assignment. Client may not assign this Agreement without the prior written consent of Company.

10.2. Successors and Beneficiaries. This Agreement and the applicable IO is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

10.3. Entire Agreement. This Agreement, including all attachments contained herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and replace all prior and existing understandings or agreements, with respect to such subject matter.

10.4. Governing Law; Jurisdiction. This Agreement and the applicable IO shall be

interpreted according to the laws of New South Wales without regard to application of conflict-of-law rules or principles. Any dispute relating to or arising from or in connection with this Agreement or the applicable IO shall be settle in the sole jurisdiction of the applicable courts in New South Wales, Australia.

10.5. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after it was sent, if sent through regular mail, one business day after it was sent, if sent by overnight courier service, and immediately upon receipt of automatic confirmation, after it was sent, if sent electronically or by email and/or fax. All notices to Client will be sent to the address specified on the most recent IO signed by the Client.

10.6. Survival; Severability. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect after such occurrence. In the event that any provision of this Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the Agreement, (a) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

10.7. Relations between the Parties. The relationships between the parties shall be solely that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither the Company nor the Client shall present itself as the agent of the other, other than as specified in this Agreement.

10.8. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement or the applicable IO due to any cause beyond the party's reasonable control, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that the Client shall not be excused from the payment of any sums of money owed by it to the Company.

10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement shall be deemed to be an original.

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