

Webmaster Agreement

between
Zoonar GmbH, Hamburg
represented by their chief executives Mr. Michael Krabs and Mr. Paul Watzlaw
also referred to herein as "Zoonar"
and
First name and last name
Address
also referred to herein as "Webmaster"

I. Subject Matter of the Agreement

1. Subject matter of the agreement is a partner program that is to enable interested webmasters to refer customers to the picture agency "Zoonar" via Webmaster's Internet pages.
2. If, thanks to advertising on Webmaster's Internet website, the Zoonar site is called up by potential customers and if the latter generate revenues through "orders" of picture licences or other products, Webmaster shall receive for the respective successful order by the customer referred to Zoonar via Webmaster's site an appropriate commission, as laid down in Article IV of this agreement.
3. In order to enable this to happen, Zoonar grants the operators of websites permission to place hyperlinks (advertising banners, text links, etc.) to the picture agency Zoonar on Webmaster's website(s).
4. Interested webmasters who wish to register their website with Zoonar can do so free of charge. The respective registered webmaster shall be allocated, once cleared as a registered Webmaster, a Webmaster ID. Zoonar shall have the right to reject websites for referral of potential Zoonar customers without stating a reason.
5. There are no obligations for Webmaster whatsoever, except those laid down in this agreement. Participation is free of charge for Webmaster. To clarify: Webmaster shall not incur set-up or membership fees, nor is Webmaster obligated to generate a minimum revenue amount.

II. Rights and Obligations of Zoonar

1. Zoonar shall place at the disposal of Webmaster on the Zoonar site various different advertising banners and text links. The necessary HTML source code for embedding in the website shall be displayed.
2. Zoonar shall have the sole authority to decide whether Webmaster's website may run a Zoonar banner.

3. After permission has been given by Zoonar, Webmaster is cleared and issued with personal access data.
4. Double or multiple registrations are invalid and shall be deleted by Zoonar without notice.
5. Should the hyperlinks supplied by Zoonar be abused, Zoonar shall have the right to terminate this agreement immediately, without notice. In this case, Webmaster shall forfeit any monies owing to Webmaster.

6. III. Obligations of Webmaster

7. Webmaster is obligated to remove the banner from Webmaster's website on request by Zoonar, without this being justified by Zoonar.
8. Further, Webmaster shall undertake the obligation to keep access data secret and not to pass them on to third parties or to publish them. Transferral of use rights to third parties is prohibited.
9. Webmaster shall notify Zoonar immediately of any changes of address or e-mail address or make the changes in the Webmaster's profile of her/his own accord.

IV. Remuneration

1. Webmaster shall receive a 10% commission on all net revenues generated through orders made by customers referred to Zoonar via Webmaster. Further, Webmaster shall receive a 10% commission on all net revenues which a photographer referred to Zoonar via Webmaster generates through picture sales made on Zoonar.
2. Webmaster shall receive the commission as laid down under IV.1 for the period of one year from the time of registration by a customer or photographer referred to Zoonar via Webmaster.
3. Webmaster shall receive from Zoonar a table of the net revenues which Zoonar has generated through customers and photographers referred to Zoonar via Webmaster.
4. Payment is issued to Webmaster once the net revenue has reached the amount of € 35.00, notwithstanding Article VI.

V. Availability

Zoonar shall make the effort considered standard in the Internet industry, to ensure that the on-line system remains up and running 24 hours a day. Excepted from this are interruptions that are usual for required servicing measures or which are caused by third parties, or companies not associated/affiliated with Zoonar. Should the on-line system still fail, Zoonar will do everything in its power to restore availability. Webmaster holds no right to assert a claim against Zoonar regarding availability of the on-line system.

VI. Termination of the Agreement Period

1. The agreement may be immediately terminated by either party at any time. The termination of the Webmaster Agreement by Webmaster may be performed on-line using the appropriate function in the Webmaster Area.
2. Any commissions not yet paid out to Webmaster shall be transferred within one month to Webmaster, to the bank account whose details Webmaster has submitted to Zoonar. This shall not apply if Webmaster is in breach of this agreement, particularly as stated in Article II.5.

VII. Data Protection

1. Zoonar hereby guarantees that it will observe and comply with the respectively valid data protection laws. These laws include, in particular, the German Telecommunications Data Protection Act (TDDSG), the stipulations of the German Media Inter-state Agreement on Media Services (MDStV) and the German Federal Data Protection Act (BDSG). Picture Agency shall also obligate its employees to observe and comply with these laws.
2. All data of a personal nature such as name, address, e-mail, etc. shall be transmitted exclusively via encrypted connections. All personal data transmitted pertaining to Webmaster will be treated in strictest confidence and shall be used by the Picture Agency only for the purposes of the business relationship and use of this website. The data necessary for this purpose shall be saved and forwarded as required to associated companies. When data is processed, Webmaster's concerns requiring protection shall be taken into consideration in accordance with the legal conditions.
3. All systems in which Webmaster's data are saved are protected by a password and are only accessible by a certain group of people. These persons are strictly forbidden by stringent security regulations to forward this data to third parties. We hereby guarantee that these data shall not be sold or leased to third parties for advertising purposes or other purposes. However, we do not exclude the analysis and enhancement of the Webmaster database by trustworthy external parties.
4. Webmaster can object to the use of his data as described at any time with effect from that point on. This objection can be communicated by declaration/letter by email to support@zoonar.com.
5. Webmaster can initiate the complete deletion of her/his data at any time by using the delete option in his/her own User Profile.

VIII. Consent under Data Protection Law

Webmaster expressly gives his consent that his personal data which he has supplied may be elicited, processed and used by Picture Agency for the purposes of its own marketing activities in the interests of Webmaster, for example, the set up of a Webmaster file. This consent can be withdrawn by Webmaster at any time with effect from that point on via e-mail to support@zoonar.com.

IX. Changes to Conditions of Participation

1. Terms of business which do not originate from Zoonar are not part of this agreement even if they are known to Zoonar, unless Zoonar has expressly agreed to their validity in writing.
2. Zoonar shall be entitled to make changes to the Terms and Conditions for Webmasters (Webmaster Agreement) at any time. Notification of these changes shall be issued two weeks in advance and made known to all those affected in sitemail via the on-line system. If no express objection is received in writing within the notice period, this shall constitute acceptance of the changed terms and conditions.

X. Miscellaneous

1. Where legally permissible, the sole place of fulfilment and court of jurisdiction for

both Webmaster and Zoonar is Hamburg, Germany. The law of the Federal Republic of Germany shall apply.

2. Should a provision of these General Terms and Conditions be ineffective or invalid, this shall not affect the validity of the remaining provisions. Should one or more provisions of these Terms and Conditions be or become ineffective or invalid, it shall be replaced by a provision that comes as close to the economic intention of this Agreement. Any omissions in these General Terms and Conditions are to be filled by rulings that come as close to the intended sense and purpose of these Terms and Conditions as agreed on by both parties at the time of agreeing thereon. Please note that this text is a translation of the German Webmaster Agreement. The translation is as accurate as possible, but when concluding an Agreement the wording of the German Webmaster Agreement is legally binding. By accepting the Webmaster Agreement in this translation you also accept the terms of the German Webmaster Agreement.