

WHAT IS THE BONNIER CORPORATION AFFILIATE PROGRAM?

The Bonnier Corporation Affiliate Program provides interested parties with the opportunity to earn revenue by selling subscriptions to our magazine(s). The process is simple. You place a link to our publication(s) subscription order form on your web site and Bonnier Corporation pays you commission every time one of your visitors purchases a magazine subscription. Our standard commission rate is 40% per net subscription.

Why join the Bonnier Corporation Affiliate Program?

There are many reasons:

IT'S FREE

You **EARN ADDITIONAL MONEY**

Our premium publications will **ADD VALUE** to your site

JOIN THE BONNIER CORPORATION AFFILIATES PROGRAM TODAY!

To apply read the Agreement below and if you agree to the terms and conditions, fax the completed application form to 407-571-4503.

Bonnier Corporation Affiliate Application & Agreement

Company Information ("Affiliate" or "you"):

Company: _____

Address: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Tax ID#: _____ *(SS# or EIN, US affiliates only)*

Contact Information:

Name: _____

Phone: _____ Fax: _____

Email: _____

Magazine(s) To Be Sold:

Name: _____

Name: _____

Terms & Conditions:

1. Affiliate agrees to promote subscriptions to magazines published by Bonnier Corporation (“Bonnier” or “us”) on Affiliate’s website and/or in its email newsletters using promotional text, images and links provided by Bonnier. The extent of such promotion will be determined in the discretion of Affiliate. Affiliate agrees to display only promotional text, images and links provided by Bonnier, and will substitute such promotional text, images and links with new ones as requested by Bonnier throughout the term of this Agreement.
2. Bonnier will be solely responsible for processing every subscription order placed by a customer following the link from Affiliate’s website. Bonnier will be responsible for order entry, payment processing, shipping, cancellations and related customer service for all subscription orders. Affiliate shall have the right, upon reasonable notice to Bonnier, to conduct an inspection or audit of the books and records of Bonnier relating to Affiliate sales.
3. Bonnier will be solely responsible for tracking the volume and amount of sales generated by Affiliate, and for providing information to Affiliate regarding sales statistics.
4. Commission Determination:
 - a. Only subscriptions that are sold via Bonnier’s primary fulfillment company, Palm Coast Data, to customers that were directed there via a link from Affiliate’s website (using the link provided by Bonnier) will qualify for a commission payment. Affiliate will be provided with a unique “source key”, included as part of the web link, which will be utilized to distinguish sales attributable to Affiliate.
 - b. Only paid subscriptions will qualify for a commission payment. In cases where customer chooses to be billed at a later time (as is the case in a trial issue promotion), Affiliate will be credited with the sale when full payment is actually received by Bonnier.
 - c. Commissions will be paid based upon the aggregated purchase price of the qualifying subscriptions sold during the period, excluding amounts collected by Bonnier for sales taxes, duties, shipping, handling, and similar charges, amounts due to credit card fraud and bad debt, and credits for returned goods (“Net Sales”).
 - d. The commission rate is 40%.
5. Commission Payment
 - a. Bonnier will send Affiliate an activity statement and commission check monthly for the applicable commission fee (less any taxes required to be withheld under applicable law).
 - b. Checks will only be written for commission amounts greater than \$50. If the commission fee for any period is less than or equal to \$50, the commission amount will be carried over to the next period.
6. Customers who purchase Bonnier magazine subscriptions through Affiliate will be deemed for all purposes to be customers of Bonnier.
7. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Affiliate is only eligible to earn commission fees on sales occurring during the term, and fees earned through the date of termination will remain payable only if the related orders are not cancelled. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.
8. Publicity: Neither party will create, publish, distribute, or permit any written material that makes reference to the other party without first submitting such material to the other party and receiving such other party’s written consent, which shall not be unreasonably withheld.
9. Licenses and Use of the Bonnier Logos and Graphics:
 - a. We grant you a non-exclusive, non-transferable, revocable right to (i) access our site through the links in accordance with the terms of this agreement and (ii) solely in connection with such links and under the conditions provided for herein, to use our logos, trade names, trademarks, and similar identifying material relating to us (collectively, the “Licensed Materials”). You may not alter, modify, or change the licensed materials in any way without written permission. You are only entitled to use the Licensed Materials while you are a member in good standing of Bonnier’s affiliate network.
 - b. You shall not make any specific use of any Licensed Materials for purposes other than promoting Bonnier magazine(s), without first submitting a sample of such to us and obtaining our prior written consent, which

shall not be unreasonably withheld. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. We may revoke your license at any time, by giving you written notice.

10. Obligations Regarding Your Site:

- a. Affiliate will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; descriptions, and references on your site and linking those descriptions to our site; the accuracy and propriety of materials posted on your site (including, but not limited to, all security-related materials).
- b. We disclaim all liability for all such matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, reasonable attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

11. Modification: We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. You will be notified by email of any changes prior to the implementation of such changes. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, and payment procedures. If any modification is unacceptable to Affiliate, your recourse is to terminate this agreement. Your continued participation in the Affiliate Network following this email notification will constitute binding acceptance of the change.

12. Relationship of Parties: Affiliate and Bonnier are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

13. Disclaimers: We make no express or implied warranties or representations with respect to the Affiliate Network or any products sold through the Affiliate Network (including, without limitation, warranties of fitness, merchantability, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

14. Representations and Warranties: Each party represents and warrants to the other as follows:

- a. This Agreement has been duly and validly executed and delivered by such party and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.
- b. The execution, delivery, and performance by such party of this Agreement and the consummation of the transactions discussed herein will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which such party is subject, (ii) any order, judgment, or decree applicable to such party or binding upon your assets or properties, (iii) any provision of such party's by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to such party or binding upon such party or its assets.
- c. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by such party in connection with the execution, delivery, and performance of this Agreement or the taking by such party of any other action discussed herein.
- d. There is no pending or, to the best of such party's knowledge, threatened claim, action, or proceeding against such party, or any affiliate of such party, with respect to the execution, delivery or consummation of this Agreement, or with respect to such party's trademarks, and, to the best of such party's knowledge, there is no basis for any such claim, action, or proceeding.

15. Confidentiality: Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates.

16. Limitation of Liability: Neither party will be liable to the other party for indirect, special, or consequential

damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Network, even if we have been advised of the possibility of such damages. Further, the aggregate liability of either party arising with respect to this Agreement and the Affiliate Network will not exceed the total commission fees paid or payable to you under this Agreement.

17. Indemnification: (a) You hereby agree to indemnify and hold harmless Bonnier and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (ii) any claim related to your site, including, without limitation, content therein not attributable to us but excluding text, images, links or other content provided by us. (b) We hereby agree to indemnify and hold harmless Affiliate and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that your use of the text, images, links or other content provided by Bonnier hereunder or any Licensed Materials infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by Bonnier herein, or (iii) any claim related to subscription orders, subscriptions or the publications or services offered by Bonnier.
18. Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE NETWORK AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.
19. Governing Law: This Agreement will be governed by the laws of the United States and the state of Florida, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Orange County, Florida, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

Agreed:

Affiliate

Date

Bonnier Corporation
460 N Orlando Ave, Suite 200
Winter Park, FL 32789

Date

BONNIER
CORPORATION

Fax completed form to 407-571-4503