

AFFILIATE PROGRAM AGREEMENT

This agreement contains the complete terms and conditions that apply to your participation as an affiliate in the Affiliate Program of **Renault USA, Inc. /Eurodrive**, and the establishment of Links from your Affiliate website to our website, "**renaultusa.com.**"

1. **ENROLLMENT IN THE AFFILIATE PROGRAM**

- a) To begin the enrollment process you, the Affiliate will submit the enclosed Affiliate Program Application. We the Merchant will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We the Merchant may reject your application if we determine, in our sole discretion, that your site is unsuitable for our Affiliate Program for any reason.
- b) If we, the Merchant, reject your application, you the prospective Affiliate are welcome to reapply to the Affiliate Program at any time.

2. **PROMOTION OF OUR AFFILIATE RELATIONSHIP**

As an affiliate site, we the Merchant will make available to you the Affiliate a variety of graphic and text links which, subject to the terms and conditions hereof, you may display as often and in as many areas on your site as you desire. The links will serve to identify your site as a member of our Affiliate Program and will establish a link from your Affiliate site to our Merchant site.

3. **RESPONSIBILITY OF RENAULT USA, INC./EURODRIVE**

We **Renault USA, Inc. /Eurodrive**, the Merchant will be responsible for providing all information necessary to allow you to make appropriate links from your Affiliate site to our Merchant site. We, the Merchant will be solely responsible for processing every order placed by a customer following the special link from your site, for tracking the volume and amount of sales generated by your site, and for providing information to Affiliates regarding sales statistics. We, the Merchant will be responsible for order entry and processing, payment processing, cancellations and related customer service.

4. **RESPONSIBILITY OF THE AFFILIATE SITE**

The Affiliate will, at its sole cost and expense, design, develop and maintain the Affiliate's site.

5. **RIGHTS AND PERMISSIONS**

Each party hereby grants to the other the non-exclusive, non-transferable, non-assignable right during the term of this agreement to use (i.e. to copy, transmit, distribute, display and perform both privately and publicly) the links and icons, their respective names and site names and any other related textual and graphic materials that are provided by such party to the other for the express purpose of inclusion on the other's site, but only for the specific purposes authorized in this agreement. Each party authorizes the other to refer in its advertising and promotion to the fact that each site is accessible through the other so

long as any such statement:

- a) Does not state, suggest or imply in anyway that either party sponsors, authorizes, and/or is the source or origin of the other's site;
- b) Does not disparage the other party, its products, its services or affiliates. All use of the other party's rights, property or materials will inure to the benefit of the other party and no such use will create any right, title or interest in them for the user.

6. **OBLIGATIONS BETWEEN AFFILIATE AND MERCHANT**

Non-Exclusivity: The relationships specified in this agreement are non-exclusive. Affiliate shall be entitled to display links to sites of other merchants on the Affiliate's site and Merchant shall be entitled to make the Merchant's site available through on line and other services other than that of the Affiliate.

7. **COMMISSION DETERMINATION**

- a) Renault USA, Inc./Eurodrive, the Merchant will pay the Affiliate a commission of eight percent (8%) of every order that will have been generated by the Affiliate website using the link to the Merchant website and using the Order on line function of "renaultusa.com."
- b) The Affiliate will deem to have earned the commission if the order is placed online pursuant to a referral:
 - ✓ whether the visitor placed the order using the Affiliate's link to "renaultusa.com"
 - ✓ or placed the order directly on Merchant's website, but only if order occurs within a period of 30 days starting from the visitor's first referral and as long as the visitor has not been referred to "renaultusa.com" by another Affiliate in the meantime.
 - ✓ It is agreed that the client cannot be a previous client of Renault Eurodrive.
- c) The commission which will be paid by **Renault USA, Inc. /Eurodrive** to the Affiliate is based upon the lease price of the vehicle actually paid by the client.
- d) It is agreed that charge backs, applicable sales, use or other similar taxes and delivery and drop-off charges, when applicable, are not subject to a commission.
- e) Additional days purchased by the client while in Europe are paid directly in Euros and are not subject to a commission.
- f) Although special equipment and accessories such as baby seats, racks, must be ordered at the time of reservation, they are not subject to a commission.
- g) It is agreed that any permanent or temporary offer on Merchant's website, other than the Eurodrive program is not commissionable. This clause applies in particular (but not exclusively), to any offer regarding the outright purchase of Renault vehicles.

8. **COMMISSION PAYMENTS**

- a) The Affiliate will deem to have earned the commission once the leased vehicle has been

picked up by the customer.

- b) When the total commissions due to the Affiliate exceed \$100.00 U.S. dollars, the Merchant **Renault USA, Inc. /Eurodrive** will send a commission check for the applicable commission (less any taxes required to be withheld under applicable law). Should the Affiliate's commission payments require the Merchant to file any U.S. foreign tax forms, the Affiliate agrees to provide the Merchant with all information necessary (such as the Affiliate's social security or tax I.D. number) upon request. The Merchant has the right to discontinue the Affiliate's participation in the Affiliate Program and withhold any moneys payable should the Affiliate fail to provide this information upon request
- c) With each commission payment, **Renault USA, Inc. /Eurodrive** will provide reports that will contain all necessary information as required to calculate the commission fees to the Affiliate.

9. **AUDITING**

No more than twice in any twelve month period, the Affiliate shall have the right, at its expense, upon thirty (30) business days written notice to inspect and audit the directly relevant books and records of Merchant for the purpose of verifying any reports, information or payments due to Affiliate under this agreement. Any such audit shall be conducted by a firm of independent certified public accountants reasonably acceptable to Merchant. In the event of any short fall and payment to the Affiliate is found which exceeds (10%) of the total due the Affiliate for the reporting and auditing, Merchant shall reimburse the Affiliate for the reasonable fees of the accountants conducting the audit.

10. **GOVERNING LAW**

- a) This agreement is made in, governed by and will be construed solely in accordance with, the internal laws of the State of New York. This will occur notwithstanding and without reference to rules governing choice of laws. Any action relating to this agreement must be brought in Federal or State Court located in New York, and Affiliate irrevocably consents to the jurisdiction of such Courts. The Affiliate may not assign this agreement by operation of law or otherwise, without the Merchant's prior written consent. Subject to that restriction, this agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. The Merchant's failure to enforce the Affiliate's strict performance of any provision of this agreement will not constitute a waiver of the Merchant's right to subsequently enforce such a provision or any other provision of this agreement.
- b) This agreement supercedes all prior communications or understandings between Affiliate and Merchant, and constitutes the entire agreement between the parties, with respect to the matters herein. This agreement cannot be changed in any way except by writing signed by the party against which the enforcement of the charge is sought.

11. **INDEPENDENT CONTRACTORS**

The Affiliate and Merchant are deemed to be independent contractors under this agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between the Affiliate and Merchant. Neither party has the authority to enter into agreements of any kind on behalf of the other

party.

12. **POLICIES AND PRICING**

Customers who lease a vehicle from **Renault USA, Inc. /Eurodrive** through the Affiliate program will be deemed to be customers of **Renault USA, Inc. /Eurodrive**. Accordingly, all of our rules, policies and operating procedures concerning customer orders, customer service, and product and service will apply to those customers. We may change our pricing, policies and operating procedures at anytime.

13. **OBLIGATIONS BETWEEN AFFILIATE AND MERCHANT**

- a) Each party owns and shall retain all rights, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or by it in the future.
- b) **Renault USA, Inc./Eurodrive** grants Affiliate a revocable, non-exclusive, worldwide license to use, reproduce and transmit, the name, logos, trademarks, service marks, trade dress and proprietary technology on Affiliate's site solely for the purpose of creating links from Affiliate's site to **Renault USA, Inc. /Eurodrive's** site. Except as expressly set forth in this agreement or permitted by applicable law, Affiliate may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Affiliate may not sublicense, assign or transfer any such licenses for the use of the same and any attempt at such sublicense, assignment is void.
- c) Affiliate grants **Renault USA, Inc. /Eurodrive** a non-exclusive, worldwide royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate solely for co-branding purposes or as a return link from **Renault USA, Inc. /Eurodrive's** site to Affiliate's site. Renaultusa.com will remove such graphic or banner ad upon Affiliate's request.

14. **OBLIGATIONS REGARDING YOUR SITE**

We **Renault USA, Inc. /Eurodrive** disclaim all liability for all materials and information on your site. You agree to indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys fees) relating to the development, operation, maintenance and contents of your site.

15. **DISCLAIMERS**

We, **Renault USA, Inc. /Eurodrive** will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising with connection with this agreement of the Affiliate or Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the Affiliate Program will not exceed the total commissions paid or payable to you under this agreement.

16. **TERM AND TERMINATION**

- a) This agreement is an agreement at will. It begins as of the date **Renault USA, Inc./Eurodrive** approves affiliate into its affiliate program and may be terminated at any time, with or without cause, by either party on no less than thirty (30) days written notice.
- b) The Affiliate will place the Merchant's links discussed above on the Affiliate's site as soon as practical, after receiving approval notification from **Renault USA, Inc./Eurodrive..**