



REVMAX MARKETING, INC. AFFILIATE MARKETING PROGRAM

AFFILIATE AGREEMENT

PLEASE READ THIS AFFILIATE AGREEMENT (“AGREEMENT”) CAREFULLY. BY CLICKING ON THE “ACCEPT” BUTTON YOU ARE SIGNIFYING YOUR AGREEMENT TO BE PRESENTLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE SAME EXTENT AS IF YOU HAD SIGNED THE AGREEMENT PERSONALLY. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK ON THE “ACCEPT” BUTTON TO APPLY FOR THE PROGRAM. BY ENTERING INTO THIS AGREEMENT YOU REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND LAWFULLY ABLE TO ENTER INTO LEGALLY BINDING AGREEMENTS. IF YOU ARE SIGNING THIS AGREEMENT ON BEHALF OF A COMPANY OR ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. This Affiliate Agreement (“*Agreement*”) is made and entered by and between RevMax Marketing, Inc., a Oklahoma Company (“RM”) and you, the person or entity listed on RM Affiliate Enrollment Application (“*Affiliate*” or “*you*”). The purpose of the Agreement is to set forth the terms and conditions of Affiliate’s participation in the RM Direct Affiliate Program (the “Program”) through which Affiliate will market and sell the Services. RM may from time to time change the terms of this Agreement and may notify you in writing of such changes, your continued use of the Program will constitute your acceptance to the changes in the terms of this Agreement.

2. Defined Terms.

- a) “*Affiliate Site*” means any web site owned and/or operated by Affiliate and identified in Affiliate’s Program Application that Affiliate will link to the Program Site(s) in accordance with the terms and conditions of this Agreement.
- b) “*Approved Links*” means any link formats or toll free numbers provided or designated by RM that RM provides to Affiliate to allow Affiliate to generate Commissions.
- c) “*Clients(s)*” means the entities or companies who provide the Services that are promoted and sold via the Program Sites.
- d) “*Commission(s)*” means the payments made to Affiliate by RM for Referral Sales, according to the Commissions schedule included in this Agreement.
- e) “*Content*” means any Approved Links, banners, email templates, numbers, marketing material and other content elements that RM may provide to Affiliate to be used in connection with the advertising and marketing of the Services.
- f) “*Customers*” means, with respect to the Services, a person or entity that purchases the Services through RM.

- g) “*Program Policies*” means related guidelines, directives, rules and procedures for any Services offered on the Program Site which may be updated from time to time as necessary.
- h) “*Program Site(s)*” shall mean revivedmedia.net (the “RM Site”) and any web site(s) affiliated with RM, the RM Affiliates and/or the Clients that RM has designated as part of the Program, and/or any successor web site(s) thereto.
- i) “*Referral Sales*” shall mean sales of Services to Customers by RM as a result of a lead or referral from Affiliate.
- j) “*RM Affiliated Company*” means any branch or entity controlling, controlled by or under common control with RevMax Marketing, Inc.. whether now existing or formed in the future, together with any branch or entity that may acquire such status in the future.
- k) “*Services*” means those products or services that are offered to consumers via the Program Sites.
- l) “*Tracking Mechanisms*” means those promotional codes, affiliate codes, Approved Links and toll-free telephone numbers that RM provides to Affiliates to track Referral Sales in order to calculate Commissions.

3. Affiliate Enrollment and Appointment.

- a) Enrollment. In order to enroll in the Program, Affiliate must: (i) indicate Affiliate’s acceptance of the terms and conditions of this Agreement by executing this Agreement, and (ii) complete and submit the enrollment application (the “Application”) that is provided to Affiliate upon Affiliate’s acceptance of this Agreement. Affiliate’s enrollment in the Program is subject to (i) RM’s review and approval (“Approval”) of Affiliate’s Application. If Approval is granted, RM will provide written notice (the “Approval Notice”) via email to the address Affiliate specified in the Application. Approval may be withheld or withdrawn by RM in its sole discretion at any time. The following persons are prohibited from participating in the Program: (a) employees of RM or an RM Affiliate, (b) independent contractors hired by RM or an RM Affiliate, and (c) members of the immediate families of any of the individual described in clause (a) or clause (b).
- b) Appointment and Limited License. Upon Approval and subject to the terms and conditions set forth in this Agreement, RM hereby appoints Affiliate to diligently market, promote and sell the Services listed on the Program Site as a non-exclusive, independent sales agent. Solely for the limited purpose of marketing, promoting and selling the Services, RM grants Affiliate a limited, non-exclusive, non-assignable, non-transferable, and revocable right and license to copy and display the Content (i) on the Affiliate Sites; (ii) in e-mail sent via subscription e-mail services owned and operated by Affiliate, and (iii) in print advertisements and marketing material in order to direct potential Customers to the Program Sites. RM also grants Affiliate a limited license to use and access the RM site.
- c) Tax Information. Unless not required by applicable law, Affiliate must correctly complete, sign and submit to RM, an IRS Form W-9. If Affiliate fails to timely comply with this paragraph, RM will withhold payment of Commissions until Affiliate has done so. Affiliate shall be responsible to ensure its compliance with all applicable tax and legal obligations that arise from its participation in the Program.
- d) Expenses. Affiliate is solely responsible for any and all marketing, advertising and other expenses incurred in connection with the exercise of the rights granted to Affiliate hereunder.
- e) Reservation of Rights. Except as expressly provided hereunder, RM does not convey any intellectual property rights to Affiliate. For this purpose, intellectual property rights shall mean the intangible legal rights or interests in the Content, the Trademarks (as hereinafter defined) and the Program Sites, evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) any work of authorship, whether or not entitled to copyright protection and any moral rights recognized by law; and (3) any other similar rights, in each case on a worldwide basis. RM reserves the right to discontinue the Program, in whole or in part

including the termination of the participation by certain Clients at any time.

4. Affiliate Site(s).

- a) Operation of the Affiliate Site(s). Affiliate will be solely responsible for the development, operation, and maintenance of the Affiliate Sites and for all materials that appear on any Affiliate Site. Affiliate shall ensure that the Affiliate Sites comply in all respects with applicable law and this Agreement, and that (i) materials posted on the Affiliate Sites are accurate, appropriate, and do not violate or infringe upon the intellectual property or privacy rights of any third party (ii) materials posted on the Affiliate Sites are not libelous, discriminatory, defamatory, obscene or otherwise illegal; and (iii) the Affiliate Sites accurately and adequately disclose, either through a privacy policy or otherwise, how personal data is collected, used, stored and disclosed.
- b) Unsuitable Sites. RM may reject Affiliate's Application or terminate this Agreement immediately if it determines that an Affiliate Site:
 - i. promotes sexually explicit materials,
 - ii. promotes violence,
 - iii. promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age,
 - iv. promotes illegal activities,
 - v. contains software downloads that potentially enable diversions of Commission from other affiliates in our program,
 - vi. appears to be explicitly or impliedly resembling the RM website and misleads customers into believing that the Affiliate Site is owned by RM,
 - vii. is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion,
 - viii. includes a trademark of a Client, RM or an RM Affiliate, except as expressly authorized hereunder, or variations or misspellings of any of them in the site URRM or in text, or
 - ix. otherwise violates the intellectual property rights of any person or entity.
- c) RevMax Marketing, Inc. Approval. RM shall have final approval for any Affiliate Sites or any methods used by Affiliate to market any Services. Affiliate agrees that RM may withhold approval for any reasons at its sole discretion.
- d) FTC Disclosure Policy. Affiliate shall comply with the Federal Trade Commission (FTC) Guidelines Concerning the Use of Endorsements and Testimonials. All endorsements, reviews, and testimonials of Affiliate or third parties regarding the Client products and services on Affiliate Sites as well as in other types of content websites (forums, blogs, microblogs and other social media channels) must be clearly disclosed pursuant to the FTC Guidelines. Affiliate shall include the following disclosure statement on the Affiliate Sites: "[Affiliate] is a member of the RM Network, an affiliate marketing program whose members earn commissions by marketing the services offered via the websites owned and controlled by RM and its affiliated companies."

5. Tracking Mechanisms.

- a) Tracking Mechanisms. Upon Affiliate's acceptance to the Program, RM will provide Affiliate with promotional codes, Affiliate codes and/or toll-free telephone numbers and Approved Links ("Tracking

Mechanisms”) that Affiliate will include on the Affiliate Sites and in Affiliate’s marketing materials in order to allow RM to track the Referral Sales generated by Affiliate’s participation in the Program for the purpose of calculating Commissions pursuant to Section 6a. Affiliate (and not RM) shall be responsible for deployment of the Tracking Mechanisms on the Affiliate Site and in marketing materials.

- b) Excluded Referral Sales. Referral Sales shall not include orders placed for the personal or business use of Affiliate, Affiliate’s immediate family, employees, directors, officers, affiliates, or any other parties whose relationship is deemed by RM to constitute a self-referral by Affiliate. Commissions shall not be paid for self-referrals.
- c) Affiliate shall be responsible for any use or misuse of the Approved Links or other Tracking Mechanism, whether or not such access or use has been authorized by Affiliate and whether or not such person or entity is Affiliate’s employee or agent. Affiliate shall immediately notify RM of any such unauthorized use, or any other breach of security.
- d) Affiliate hereby acknowledges and agrees that the Tracking Mechanisms provided by RM are not error-free and that there may be Referral Sales that are not credited to Affiliate due to: (i) deliberate and/or accidental acts by Customers that disable or circumvent the Tracking Mechanisms; (ii) bugs, glitches, errors or crashes of the Tracking Mechanisms that render them unable to accurately track sales or leads for a period of time; and (iii) actions beyond the control of RM that cause irretrievable data loss on computers and back-up disk media that store Commission information, and that RM shall not be liable for any lost Commissions due to the foregoing.

6. Commissions and Payments.

- a) Commissions. Subject to the terms and conditions stated herein and any additional conditions posted on offers listed on the RevivedMedia.net website, Affiliate shall be entitled to the revenue listed per click, per sale, or per other qualified action for each Referral Sale recorded by the Tracking Mechanisms. Other than Commissions, Affiliate shall not have any claims to any additional payments or other amounts in connection with this Agreement or the Program. Any additional revenue shall be kept by RM. Notwithstanding anything set forth herein or in any policies to the contrary, Affiliate shall not be eligible to receive Commissions in connection with any Referral Sale (i) resulting from actual or alleged fraud, misrepresentation, illegal action or any of the prohibited actions set forth in Section 12 of this Agreement, or (ii) placed for the business or personal use of Affiliate, Affiliate’s immediate family, employees, directors, affiliates, or any other parties whose relationship is deemed by RM to constitute a self-referral by Affiliate. If RM determines in its sole discretion that Affiliate has participated in any of the foregoing activities RM may, without limiting any other available rights and remedies, withhold the payment of Commissions payable under this Agreement and/or terminate this Agreement with immediate effect. NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, AFFILIATE ACKNOWLEDGES AND AGREES THAT: (I) AFFILIATE MAY NOT REALIZE ANY BUSINESS, REVENUE OR OTHER ECONOMIC BENEFIT AS A RESULT OF AFFILIATE’S PARTICIPATION IN THIS PROGRAM; AND (II) NOTHING CONTAINED IN THIS AGREEMENT, IN ANY POLICIES OR ON THE PROGRAM SITES SHALL BE CONSTRUED AS ANY GUARANTEE OF ANY MINIMUM AMOUNT OF COMMISSIONS OR ANY MINIMUM AMOUNT OF OTHER PAYMENTS, INCOME, REVENUE OR OTHER ECONOMIC BENEFIT IN ANY FORM WHATSOEVER.
- b) Payment of Commissions. Commissions for Referral Sales will accrue once the Customer has (i) been approved by RM and the applicable Client, and (ii) the Client and RM have determined that no chargebacks have been enacted by any Customers. Within seven calendar (30) days following the end of each calendar month following payment by Client to RM and pursuant to the payment method selected by Affiliate in the Application, RM will pay to Affiliate the Commissions earned by Affiliate during that month, less any applicable taxes and fees deducted by RM; provided, however, that if the Commissions payable to Affiliate for

any given month are less than \$100 (one-hundred dollars), RM may withhold payment until the total Commissions owed to Affiliate exceed \$100.

- c) **CHARGEBACKS.** IF AFFILIATE IS PAID A COMMISSION TO WHICH AFFILIATE IS NOT ENTITLED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, RM SHALL HAVE THE RIGHT TO CHARGEBACK SUCH COMMISSION TO AFFILIATE. IN ADDITION TO (AND WITHOUT LIMITATION OF) THE FOREGOING, RM SHALL HAVE THE RIGHT TO CHARGEBACK ALL OR ANY PORTION OF A COMMISSION: (I) WITH RESPECT TO A PARTICULAR CUSTOMER TO WHOM A REFUND OR CREDIT IS ISSUED FOR ANY REASON; AND (II) IN CONNECTION WITH AFFILIATE'S FRAUDULENT RECEIPT OF A COMMISSION. IF RM DETERMINES THAT AFFILIATE COMMITTED FRAUD OR OTHER MISCONDUCT, RM MAY HAVE THE RIGHT TO CHARGEBACK ALL OR ANY PORTION OF THE COMMISSION(S) PAID TO AFFILIATE ALONG WITH OUT-OF-POCKET EXPENSES (INCLUDING WITHOUT LIMITATION COLLECTION COSTS) INCURRED BY RM AND/OR ANY CLIENTS, IN CONNECTION WITH SUCH FRAUD OR MISCONDUCT. THIS SECTION IS WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO RM OR THE CLIENTS, WHETHER ARISING AT LAW, UNDER CONTRACT (INCLUDING WITHOUT LIMITATION THIS AGREEMENT), IN EQUITY OR OTHERWISE. THE PROVISIONS OF THIS SECTION 6D SHALL SURVIVE TERMINATION OF THIS AGREEMENT INDEFINITELY.
- d) Miscellaneous. In no event shall RM have any liability under this Agreement for any Commissions not received by Affiliate as a result of an error in any way attributable to: (a) any bank or financial institution; or (b) any other person, entity or occurrence outside of RM's direct control.

7. Reporting, Recordkeeping and Inspection Rights.

- a) Monthly Reporting. Promptly at the end of each calendar month, Affiliate shall provide to RM an accounting of the promotion and sales activities conducted by Affiliate during that month, including a list of all URL's where Affiliate has inserted advertising for RM and/or the Services and descriptions of all on-line and off-line marketing activities related to the Services, in a format acceptable to RM.
- b) Affiliate Access to RM's Tracking System. Upon acceptance of the Application, Affiliate shall be provided monthly automated reports detailing the Commissions earned by Affiliate.

8. Acceptable Marketing Activities.

- a) Social Media. RM acknowledges and agrees that when used appropriately, social media is a powerful marketing tool. Notwithstanding the foregoing, Affiliate may only use social media, including social networking sites, blogs, chats and forums (each a "Social Media Outlet") to promote the Affiliate Sites upon prior written notice to and with the prior written consent of RM. Said written notice shall describe in reasonable detail the manner in which Affiliate intends to use Social Media Outlets. The use of social media by Affiliate shall comply at all times with the terms and conditions of this Agreement and the terms of use of the applicable Social Media Outlets.
- b) Email Campaigns. Any email marketing campaigns implemented by Affiliate shall only be sent to consumers who have elected to receive such emails and shall comply with all applicable laws related to email and electronic communications. Affiliate is not authorized to send emails on behalf of RM. The "from" line in any such email shall not contain the word "RM" or "RevMax Marketing, Inc.," Valid spamming complaints will result in the immediate termination of this Agreement and forfeiture of any unpaid Commissions.
- c) Miscellaneous. Subject to the terms and conditions of this Agreement, Affiliate may promote the Affiliate Sites and the Services by (i) placing Approved Links on the Affiliate Sites, (ii) employing pay-per-click search ("PPC") search advertisements, provided that Affiliate does not use RM's or any Client or third party's domain names, trademarks or logos in the advertisement along with any misspellings or variations of the foregoing (iii) using permissible domain names or key word selections for search advertising, or (iv) using additional

marketing vehicles including newsletters, classified advertisements, word-of-mouth, or print advertisements, provided, however, that all marketing materials and campaigns created by Affiliate shall be approved by RM in writing prior to implementation.

9. Intellectual Property.

- a) **Trademarks.** Affiliate acknowledge that certain RM and/or Client trademarks (registered or otherwise), service marks or trade names, including without limitation RM and RevivedMedia.net collectively, the “Trademarks”) may be incorporated into the Tracking Mechanisms and Content. Except as expressly set forth herein, Affiliate shall not acquire rights to the Trademarks and all goodwill now existing or hereafter created through the use of the Approved Links and the Trademarks hereunder shall inure to the benefit of RM and the Clients. Affiliate agrees that it shall not: (i) assert any claim of ownership to the Trademarks; (ii) use, register or attempt to register with any agency or in any jurisdiction any of the Trademarks or any mark confusingly similar therewith; (iii) use, register or attempt to register any domain that includes (a) all or a portion of any Trademark, or (b) which may otherwise be confusingly similar to all or any portion of the Trademarks; or (iv) seek to purchase or register any keywords, search terms or other identifiers that include any trademark of RM, the RM Affiliates or Clients, or variations or misspellings thereof (“Trademarks”) for use in any search engine, portal, sponsored advertising service or other search or referral service. However, nothing in this Agreement prohibits Affiliate from purchasing paid search advertisements that do not include the Trademarks. If RM determines, in our sole discretion, that Affiliate has violated this provision, RM may, without limiting any other available rights or remedies, withhold Commissions and/or terminate this Agreement.
- b) **Content.** Except for the limited license granted in Section 3b, RM and its licensors reserve and retain all right title and interest in the Content. Affiliate shall not use the Content in any manner that would direct consumers to web sites other than the Program Sites or that would promote services other than the Services. Affiliate shall not edit or materially modify the Content except as necessary to post the Content on the Affiliate Sites or marketing materials prepared in accordance with this Agreement. Affiliate shall not post or redistribute the Content to any website, such as Social Media Outlets, that requires users to sublicense or assign their rights to any content posted on the Social Media Outlet to that Social Media Outlet or any third party. Promptly upon notice from RM, Affiliate shall remove any Content from the Affiliate Sites and delete and otherwise destroy any Content in Affiliate’s marketing materials that is no longer displayed on the Program Sites or as instructed by RM.
- c) **Compliance with Policies.** Affiliate shall strictly comply with any and all instructions from RM concerning the Approved Links, Content and the Trademarks, including without limitation those set forth in the RM program policies or other documents found on the RM site. Affiliate shall not have the right to use any logos, service marks or trademarks of any Client other than the Trademarks that are contained in the Approved Links and Content, and shall only use Trademarks as part of the Approved Links and Content and not as a standalone. RM may, at any time and in its sole discretion, change, alter, delete, add to or otherwise modify the Trademarks, the Approved Links, and the Content.

10. Customers.

As between Affiliate and RM, consumers who purchase Services via the Tracking Mechanisms will be deemed to be Customers of RM. Affiliate agrees that RM and the Clients have the right to reject any Customer orders at their sole discretion and Affiliate shall not be entitled to a Commission for such rejected order. Affiliate shall not enter into any contract with, invoice or accept or collect fees from Customers or prospective Customers with respect to the Services. With regard to any Customer information made available to Affiliate by RM, Affiliate shall only use such Customer information in accordance with any policies set forth by RM or Client, and solely in connection with this Agreement and for no other purpose.

11. Affiliate Obligations.

- a) Standard of Care. Affiliate shall use its best efforts to market, promote and sell the Services. To protect and preserve the goodwill and image of the Clients and RM Affiliate shall: (1) conduct its activities in a manner that reflects favorably at all times on the Services and the reputations of RM and the Clients; (2) avoid deceptive, misleading, or unethical practices that are detrimental to RM, the Clients or the Services, including any disparagement of RM, the Clients or the Services; (3) make no false or misleading representations with regard to the Services; (4) refrain from publishing, posting to the Internet or employing any misleading or deceptive statements or advertising material; (5) ensure that any information provided to consumers, whether it be via the Internet, in printed materials or any other form, tangible or intangible, regarding the Services is accurate and the most recent version of said information available from RM or the Clients; and (6) refrain from making any representations, warranties, or guarantees to the public with respect to the Services that are inconsistent with the warranties or guarantees provided by the Clients.
- b) Compliance with Program Policies. Affiliate shall comply with all Program Policies in force during the Term, including all related guidelines, directives, rules and procedures that RM may implement in accordance with this Agreement, but only after Affiliate has been given reasonable opportunity to review such policies.
- c) Compliance with Applicable Laws. In performing this Agreement, Affiliate shall comply with all applicable laws, codes, directives, ordinances, rules, regulations, and other requirements now or hereafter in effect, of governmental or quasi-governmental authorities having jurisdiction over Affiliate that govern marketing via the Internet and email, including but not limited to, the CAN-SPAM Act of 2003 and all other anti-spam laws and the FTC Guidelines Concerning the Use of Testimonials and Endorsements.

12. Prohibited Activities

- a) Telemarketing. Affiliate shall not directly or indirectly engage in any telemarketing activities (including without limitation making any outbound telephone calls) whatsoever in connection with the Program. Violation of this Section will result in the immediate termination, without notice, of this Agreement, and forfeiture of any accrued Commissions.
- b) Unsuitable Sites. Affiliate shall not place the Approved Links on Unsuitable Sites as listed in section 4b of this Agreement. Additionally, Affiliate shall not place any Approved Links on any sites that RM has notified Affiliate are unsuitable.
- c) Unauthorized Rebates, Discounts and Warranties. Affiliate shall not (i) directly or indirectly offer any consideration or incentive (including without limitation payment of money or rebates), discount or other benefit to any person or entity for ordering Services using the Tracking Mechanisms (ii) read, intercept, record, redirect, interpret or fill in the contents of any electronic form or other materials submitted to RM by any person or entity; (iii) take any action that could reasonably cause any consumer confusion as to the relationship between RM and Affiliate or the Affiliate Sites and Program Sites; or (iv) attempt to circumvent the Tracking Mechanisms or artificially increase Commissions. Affiliate shall not make any promises, representations or warranties with respect to the Services other than those expressly set forth in the Content or on the Program Sites.
- d) Abuse of Program Sites and RM Computer Network. Affiliate shall not use or attempt to use any Program Site with the intent to interrupt, disrupt, damage, disable, overburden, or impair that Program Site or any other Program Site, or interfere with any person's use and enjoyment of any Program Site, including without limitation (i) sending mass unsolicited email messages, (ii) flooding servers with requests, or (iii) the use of spyware or similar programs that materially interfere with the Program Sites. Affiliate shall not attempt to gain access to the computer systems of RM or any third party through the Program Sites. Affiliate shall not engage in "spidering," "screenscrapig," "database scraping," harvesting of email addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of information from or through the Program Sites, including without limitation any information residing on any server or database connected to the Program Sites.

- e) Affiliate Site(s). Affiliate shall not include on the Affiliate Sites or otherwise use in connection with the Tracking Mechanisms and the Content any malware, spyware, virus, worm, Trojan horse or other harmful or malicious code that may be unknowingly downloaded by users or installed on their computers when they visit Affiliate Sites. Affiliate shall not frame any Program Site or a portion thereof within any Affiliate Site.
- f) Black Hat. Affiliate shall not implement “black hat” search engine optimization tactics that degrade the relevance of web search results on search engines, including, without limitation, keyword stuffing, hidden text and links, doorway and cloaked pages, and link farming.
- g) Parasite Ware. Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Merchant’s site (i.e., no page from our site or any RM content or branding is visible on the end-user’s screen). As used herein “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in IFrames, hidden links and automatic pop ups that open RM’s site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

13. Term and Termination.

- a) The term of this Agreement (“Term”) commence upon the Affiliate enrollment Approval date. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. RM may terminate this Agreement immediately without notice if it has discovered that Affiliate has breached any portion of this Agreement. Upon the termination or expiration of this Agreement, Affiliate shall immediately cease all marketing and promotion of the Services, discontinue all use of the Trademarks, delete all Tracking Mechanisms and Content from the Affiliate Site(s), disable all Approved Links and destroy all marketing materials that contain the Approved Links or Content. Additionally at RM’s option, Affiliate shall return to RM or destroy all materials in printed or electronic form, including any and all notes, documents and physical or electronic copies derived therefrom pertaining to RM and the Program that contain Confidential Information, as defined below. Upon RM’s request, an authorized representative of Affiliate shall certify in writing that Affiliate has complied with its obligations under this Section 13.
- b) Post-Termination Commissions. Except as otherwise set forth herein, Affiliate shall be entitled to Commissions on Orders installed and/or completed during the Term subject to the provisions of Section 6.

14. Confidential Information.

Affiliate will maintain, in confidence, any non-public provisions of this Agreement, including the Commission information, Program Policies, and all data, summaries, reports, communications or information of all kinds, whether oral or written, pertaining to the Program and this Agreement, including without limitation any Customer lists and nonpublic personal Customer information that RM may provide to Affiliate (“Confidential Information”). Affiliate agrees that it shall not disclose any Confidential Information or use such information other than to exercise its rights or perform its obligations hereunder and shall use the same degree of care, and in no event less than reasonable care, to protect the Confidential Information as it uses to protect its own information of like character and importance. Affiliate shall not disclose the Confidential Information to any persons except: (i) at the

written direction of RM; or (ii) to the extent necessary to comply with any applicable laws, the valid order of a court of competent jurisdiction or the valid order or requirement of a governmental agency or any successor agency thereto, in which event Affiliate shall notify RM in writing of the information prior to making any disclosure, and shall seek confidential treatment of such information. Affiliate agrees that any breach or default of any of its obligations set forth in this Section 14 will cause substantial and irreparable harm and injury to RM for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Affiliate agrees that RM shall have the right, in addition to (and without limitation of) any other rights and remedies available to RM at law, in equity, under contract or otherwise, to obtain immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof as well as any other equitable relief allowed by the federal or state courts. The provisions of this Section 14 shall survive termination of this Agreement indefinitely.

15. Disclaimer; Limitation of Liability.

- a) RM makes no express or implied warranties or representations with respect to the Program, the Program Sites, the Content, the Tracking Mechanisms, the Trademarks or the Services (including without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing or trade usage). RM makes no representation that the operation of the Program Sites or the Tracking Mechanisms will be uninterrupted or error-free, and will not be liable for the consequences of any errors or interruptions.
- b) NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM SITES, TRACKING MECHANISMS, CONTENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL, BUSINESS INTERRUPTION, OR LOST DATA IN ANY MANNER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM A BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 14 HEREOF. THE CUMULATIVE LIABILITY OF EITHER PARTY WILL NOT EXCEED THE AMOUNT OF COMMISSIONS THAT AFFILIATE HAS RECEIVED UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE DATE THE CAUSE OF ACTION ARISES OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

16. Representations and Warranties.

Each party represents and warrants to the other that: (i) it is duly organized and validly existing under applicable laws; (ii) this Agreement constitutes a legal, valid and binding obligation, enforceable against that party in accordance with its terms; and (iii) neither the execution, delivery or performance of this Agreement, will, directly or indirectly (with or without notice or lapse of time) breach any provision of that party's governing documents, any resolution adopted by its equity holders or governing bodies, or violate, breach, or cause a default under any contract, instrument, or order to which it is a party or by which it is bound.

17. Indemnification.

Affiliate shall indemnify RM, their respective affiliates and licensors, and any officers, directors, employees, agents or representatives of the foregoing, from and against all third party claims, costs, liabilities, judgments, expenses, and damages (including amounts paid in settlement and reasonable attorneys' fees) that result, directly or indirectly, from: (i) any breach of any of the terms of this Agreement; (ii) any misrepresentation, fraud or negligence; (iii) any re-characterization of Affiliate employees as employees of RM or a Client, including but not limited to any liability for premiums, contributions or taxes payable to any workers' compensation, unemployment compensation,

disability benefit or tax withholding; (iv) any amounts including, without limitation, taxes, interests and penalties assessed against RM that are obligations of Affiliate; (v) the Affiliate Site(s); and (vi) any use by Affiliate of the Content, Approved Links, Tracking Mechanisms or other marketing materials and activities by Affiliate hereunder.

18. Governing Law and Dispute Resolution.

- a) Governing Law & Interpretation. This Agreement shall be construed and enforced under the substantive laws of the State of Oklahoma without regard to conflicts of law principles.
- b) Dispute Resolution. In the event of any dispute or claim arising from or relating to this agreement, or the breach or termination thereof (“Dispute”), the parties hereto shall use their best efforts to negotiate in a good faith attempt to settle the Dispute within fifteen days of written notice of such Dispute. If the parties do not reach a solution through negotiation, both parties agree that all disputes or claims will be heard in a court of competent jurisdiction located in or nearest to Kansas City, MO.

19. Miscellaneous.

- a) Force Majeure. Neither party shall be liable for any failure to perform any of its respective obligations under this Agreement when such failure is caused by or results from any event beyond the control of that party; provided, that (a) the party who has suffered a force majeure event shall (1) immediately notify the other party of the occurrence and nature of such event and (2) use commercially reasonable efforts to continue performing its obligations under this Agreement.
- b) Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, mailed by registered or certified mail, return receipt requested, delivered by overnight courier or faxed or sent via email (with confirmation receipt report) to the parties at the addresses specified in the Application.
- c) Entire Agreement. This Agreement, together with the Application, any Program Policies communicated to Affiliate by RM and any modifications, exhibits or schedules hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the parties respecting the subject matter hereof.
- d) Modifications. No modifications of this Agreement shall be effective unless in writing and signed by both parties.
- e) Waiver. The failure of a party to insist upon strict adherence to any of the terms of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.
- f) Sub-Affiliates. Affiliate may engage contractors, consultants or other agents (“Sub-Affiliates”) to exercise its rights and obligations under this Agreement, solely upon the prior written consent of RM and provided that such Sub-Affiliates are party to a written Agreement with Affiliate on terms and conditions no less restrictive than those set forth herein. Affiliate shall be fully responsible for all acts and omissions of the Sub-Affiliates and shall indemnify and hold RM harmless from any and all liabilities, claims and losses of any kind or nature (including but not limited to reasonable attorney’s fees and costs) arising from or in connection with the actions of any Sub-Affiliate whether such Sub-Affiliate has been approved by RM or the actions of such Sub-Affiliate are known to or approved by RM.
- g) Assignment. This Agreement is binding upon the heirs, legal representatives and successors of the parties. This Agreement may not be assigned unless approved in writing by both parties with such consent not be

unreasonably withheld.

- h) Relationship of the Parties. The parties are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the parties. Nothing in this Agreement precludes RM from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Affiliate hereunder.
- i) Construction; Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (a) such provision shall be deemed to 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 this Agreement shall remain in full force and effect.
- j) Interpretation. This Agreement shall be deemed a mutual agreement and shall not be construed and/or interpreted in favor or against either party on the basis of preparation of the Agreement.
- k) Remedies Cumulative. The rights and remedies herein provided to RM in case of default or breach of this Agreement by Affiliate are cumulative and without prejudice to any other rights or remedies that RM may have by reason of such default or breach by Affiliate at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).
- l) Consent to Receive Communications. Affiliate acknowledge that this Agreement serves as Affiliate's express written consent to receive e-mail, facsimile or other communications from RM and/or any of its affiliates, including without limitation, communications that contain unsolicited advertisements. This written consent shall include (without limitation) all such communications regulated by future Federal Communications Commission action.
- m) Survival. Following the termination of this Agreement, the parties shall remain obligated under all provisions of this Agreement which by their terms continue after the termination of this Agreement or are incidental to the performance of the obligations under such provisions, including, without limitation, Sections 6, 14, 15, 16 and 17.

20. Independent Investigation.

AFFILIATE ACKNOWLEDGES THAT AFFILIATE HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. AFFILIATE UNDERSTANDS THAT RM MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMERS FOR THE SERVICES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO THE AFFILIATE'S WEBSITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

21. Electronic Acceptance.

Upon the clicking of the "Accept" or "I Agree" button Affiliate has read and accepts the terms of this binding Agreement by and between RevMax Marketing, Inc. and Affiliate.