

Publisher's Service Agreement

NOTICE: Company reserves the right to change the terms of this Agreement at any time without notice to Web Publisher / Affiliate and, by continuing to participate hereunder, Web Publisher agrees to be bound by such revised terms.

1. Definitions.

"End User License Agreement" shall mean an agreement between Company or one of its suppliers and a User under which the User is required to agree to certain terms and conditions as a prerequisite to using a Product.

"Product(s)" means (a) the Woo-Woo Guru Program, as determined by the Company in its sole discretion, and (b) any other product(s) or service(s) that Company authorizes Web Publisher to distribute pursuant to this Agreement.

"Proprietary Right" means any patent, copyright, trademark, trade secret or other intellectual or proprietary right, under the laws of the United States or any other country.

"Referred Web Publisher" is an individual or group that signs up for Company's program after being referred by a Web Publisher through its referral link, with the Web Publisher / Affiliate account ID being recorded upon sign up.

"Woo-Woo Guru" means (a) the audios, tools, documents and program components; (b) related explanatory written materials and files ("Documentation"); (c) any software, code or web pages either delivered by Company to Web Publisher to enable users of Web Publisher's Site(s) to download and install the Hidden Ways to Wealth or delivered directly by Company to Web Publisher Users in response to a request on Web Publisher's Site(s); and (d) any upgrades, modified versions, updates, additions, and copies of any of the foregoing made available pursuant to this Agreement during the Term. The Share Your Way to Wealth Affiliate Program facilitates end user targeting/profiling and data collection services.

"Term" means the period of time specified in Section 6 of this Agreement.

"Tools" means any content made available by Company to Web Publisher from time to time for display or use on Web Publisher Site(s), including, without limitation, code, interface materials, paper or electronic documentation, trademarks, service marks, and trade names.

"User" means a new unique end-user who, during the Term, installs Woo-Woo Guru (either alone or in connection with installation of any other Product) on such user's computer through the install process of Web Publisher, who has not previously installed Woo-Woo Guru (either alone or in connection with installation of any other Product), and whose installation is reported by Company's tracking system as a valid installation.

"User Information" means the specific geographic, demographic, behavioral and other unique (but non-personally identifiable) information about Users collected using Woo-Woo Guru, or any other Product.

"Web Publisher" is an individual or entity that signs up by completing the on-line registration form.

"Web Publisher Site(s)" means the website(s) owned or controlled by Web Publisher as provided by Web Publisher in the on-line registration form.

"Woo-Woo Guru" means (a) the Woo-Woo Guru client software; (b) related explanatory written materials and files ("Documentation"); (c) any software, code or web pages either delivered by Company to Web Publisher to enable users of Web Publisher's Site(s) to download and install the Share Your Way to Wealth tools or delivered directly by Company to Web Publisher Users in response to a request on Web Publisher's Site(s); and (d) any upgrades, modified versions, updates, additions, and copies of any of the foregoing made available pursuant to this Agreement during the Term. The Woo-Woo Guru tools facilitates end user targeting/profiling and data collection services.

2. License and Distribution. During the term of this Agreement and upon Web Publisher agreeing to the terms and conditions of this Agreement by completing the on-line registration form, Woo-Woo Guru, a division of Creative Catalyst (Texas) ("Company"), hereby grants to Web Publisher the limited, non-exclusive license to use the Woo-Woo Guru, and the Tools as set forth in the applicable "Additional Terms" attached hereto as Exhibit A. Web Publisher shall provide the services as described in

the Additional Terms. Company will provide Web Publisher with code or web pages for use on Web Publisher Site(s) to enable Users to access, download and install Products from Company. Web Publisher shall not modify the Tools, which are licensed to Web Publisher as set forth in the Additional Terms. Web Publisher may not reference Company, its directors or its parent or subsidiary companies without first receiving written consent from Company. Web Publisher may not issue any press release or other public statements regarding this Agreement without Company's prior written consent.

2.1 End User License Agreement(s). All Products are subject to one or more End User License Agreements. Web Publisher shall not take any action to interfere with, and shall provide reasonable cooperation with respect to implementing, the process pursuant to which Users are presented with and given an opportunity to agree to the applicable End User License Agreement(s). Web Publisher will not make or authorize any representation, warranty, term, condition or other provision relating to a Product that has not been approved or otherwise authorized by Company in writing.

2.2 Noncompetition. Web Publisher shall not, directly or indirectly, promote, advertise market, sell, bundle, or distribute in any form any software or product that competes with the Woo-Woo Guru, or any Product during the Term and for a period of 60 days after this Agreement is terminated.

3. Code of Conduct. Web Publisher agrees to be bound by the Company code of conduct set forth on Company's website (the "Code of Conduct"), which is incorporated in its entirety in this Agreement by this reference. Web Publisher further acknowledges that such Code of Conduct may be revised and updated from time to time and that by continuing to participate hereunder after such changes are posted and made available to the general public, Web Publisher explicitly agrees to be bound by such changes.

4. Compensation and Payment Terms. During the Term, Company will pay Web Publisher the fees set forth in the Additional Terms. Company will be entitled to withhold, deduct and set off from any payments to be made to Web Publisher hereunder any sums owed by Web Publisher to Company in connection with this Agreement (including any breach hereof by Web Publisher) or otherwise. Web Publisher is responsible for keeping its payment information up to date. Payments will be sent with the payment information located in the Affiliates Area at the time the pay period ends. No payment information change will be accepted between the end of the pay

period and the time the payment is sent. Future payments will take account of any changes made during that period. Web Publisher is required to have a verified PayPal account unless payment is to be made via check or wire transfer and the Web Publisher is otherwise in good standing (final determination of good standing at Company's sole discretion). For the additional protection of the Web Publisher, or any other reason, Company may at any time request additional and further proof of identification from Web Publisher, and payment may be withheld until identification can be verified (or re-verified).

5. Ownership. Subject to any license granted herein, Company owns and retains all rights, including Proprietary Rights, in and to the Tools and Products. All rights not expressly licensed hereunder are expressly reserved by Company. Web Publisher shall use the Tools and Products only as provided herein, and shall not alter the Tools or Products in any way, nor shall it act or permit action that would in any way impair the rights of the Company in the Tools or Products. Web Publisher acknowledges that its use of the Tools and Products shall not create any right, title or interest in or to such Tools and Products and all goodwill or reputation generated by Web Publisher's use shall inure to the benefit of Company. Company shall have the right to monitor the quality of the Web Publisher's use of the Tools and Products. Web Publisher agrees not to contest, in any court or other jurisdiction, the validity of any of the Tools. During the term of this Agreement, Web Publisher shall not adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any of the Company trademarks, service marks or trade names, or any word or mark confusingly similar to them in any jurisdiction. Web Publisher shall notify Company promptly in writing of any known infringement of the Company Proprietary Rights or other rights in the Tools or Products. As between Company and Web Publisher, Company is and shall be the sole and exclusive owner of User Information collected through the Products.

6. Term and Termination. The term of this Agreement shall commence on the date Company receives Web Publisher's on-line registration and shall continue in force thereafter, unless earlier terminated as provided herein. If Web Publisher breaches this Agreement, or if Web Publisher engages in any action that, in Company's sole discretion, reflects poorly on Company or its trademarks, service marks, trade name or reputation, Company may terminate the Agreement immediately upon notice to Web Publisher. Either party may terminate this Agreement on thirty (30) days written notice

to the other party for any reason. Upon the termination of this Agreement for any reason, all license rights granted herein shall terminate immediately, and Web Publisher shall immediately cease use of the Tools and Products.

Company reserves the right to terminate any account inactive for more than 60 calendar days.

7. Confidentiality. During the Term of this Agreement and thereafter, Web Publisher agrees that it will not disclose or use the "Confidential Information" (defined below) of Company or will only use it as contemplated by this Agreement. Confidential Information is information that has or could have commercial value or other utility in the business or prospective business of Company, or information that Web Publisher ought in good faith from the circumstances of its disclosure consider to be confidential, including all Proprietary Rights of Company and all other business, technical and financial information that is obtained from Company pursuant to this Agreement. Confidential information shall not include any information that Web Publisher can verify with substantial proof that: (i) is generally available to or known to the public through no wrongful act of Web Publisher; (ii) was independently developed by Web Publisher without use of Confidential Information; or (iii) was disclosed to Web Publisher by a third party under no obligation of confidentiality to Company.

8. Warranties; Disclaimer.

8.1 Web Publisher. Web Publisher represents and warrants that (a) Web Publisher is 18 years or older and has full power and authority to enter into this Agreement; (b) the content on Web Publisher's Site(s), and/or the technology and/or content (including, without limitation all images, photographs, closed captioning, data and music) used by Web Publisher in connection with this Agreement is and will continue during the term hereof to be owned or legally licensed for use as contemplated by this Agreement by Web Publisher; (c) Web Publisher Site(s) do not violate applicable law or regulations, including without limitation 18 USC 2257 US Federal Law, and do not infringe or violate any copyright, patent, trademark or other similar right, or otherwise violate or breach any duty toward, or rights of, any person or entity, including without limitation rights of publicity or property, or rights or rights or duties under consumer protection, product liability, tort or contract theories and (d) the content on Web Publisher's Site(s) does

not violate the U.S. Criminal Code provisions in relation to child pornography or obscenity.

8.2 Company. WEB PUBLISHER ACKNOWLEDGES THAT THE TOOLS AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS, DEFECTS AND ERRORS." NEITHER COMPANY NOR ANY OF ITS SUPPLIERS WILL HAVE ANY LIABILITY FOR ANY ERROR, OMISSION OR DEFECT IN ANY PRODUCT, ANY INABILITY TO USE A TOOL OR PRODUCT OR ANY LOSS OF DATA. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, REGARDING THE TOOLS OR PRODUCTS, THEIR PERFORMANCE OR SUITABILITY FOR INTENDED USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. Exclusion of Damages; Limitation of Liability. NEITHER COMPANY NOR ANY OF ITS SUPPLIERS WILL HAVE ANY, AND WEB PUBLISHER EXPLICITLY RELEASES COMPANY AND ALL OF ITS SUPPLIERS FROM, LIABILITY RELATED TO OR ARISING UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA OR PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY TO WEB PUBLISHER FOR THE 6 MONTHS PRECEDING ANY CLAIM.

10. Dispute Resolution. In the event of a dispute relating to this Agreement that cannot reasonably be resolved between the parties, the parties agree to submit their dispute to binding arbitration before the American Arbitration Association ("AAA"). Such arbitration shall be held in Travis County, Texas and shall be conducted under the then-prevailing rules of the AAA. The existence, content and result of such arbitration shall be held in confidence.

11. Miscellaneous.

11.1 Waiver and Severability. Waiver by either party of a breach or right under this Agreement will not constitute a waiver of any other breach or right. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

11.2 Assignment. Neither party shall assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding anything in this agreement, Company may assign this contract to a wholly owned subsidiary without notice or consent.

11.3 Legal Fees. In the event of a dispute, the substantially prevailing party is entitled to recover reasonable legal fees and court costs.

11.4 Disclosure. Company may disclose information related to Web Publisher as it believes is reasonably necessary to comply with law enforcement, regulatory or other governmental authority, to prevent harm to Web Publisher or others, or in the event of a breach of this Agreement. In the event of a breach of this Agreement, including the Code of Conduct, the Company reserves the right to disclose Web Publisher information to law enforcement authorities and other regulatory bodies.

11.5 Notices. Notices, demands and other communications shall be in writing and sent to, as applicable, the address of Web Publisher provided by Web Publisher to Company during the on-line registration process and the address of Company as set forth on Company's website, and shall be deemed to have been properly given:

- (a) If delivered by mail, overnight courier or express, when received by addressee; or
- (b) If sent by confirmed fax, one business day following receipt by addressee; or
- (c) If sent by email from Company to Web Publisher, using the email address provided by Web Publisher, on the same day as the email is sent.

11.6 Export. Web Publisher shall not, directly or indirectly, export or re-export any Product from the United States without compliance with all applicable laws and regulations of the United States Office of Export Licensing or its successor.

11.7 Indemnification. Web Publisher shall defend, indemnify and hold harmless Company, its affiliates and their respective officers, directors, employees, agents, successors, licensees, attorneys, suppliers and assigns, and each of them, from and against any and all losses, liabilities, damages, penalties and claims and all related costs and expenses (including reasonable attorneys' fees) related to claims by third parties arising from (a) Web Publisher's breach of Section 3 and/or the Code of Conduct; (b) Web Publisher's negligence or willful misconduct; or (c) Web Publisher's own technology, business and Site(s).

11.8 Governing Law. This Agreement shall be construed, controlled and governed by the laws of the State of Texas, without regard to conflicts of law principles or provisions. Web Publisher hereby irrevocably consents to submit to the exclusive jurisdiction and venue of the state and federal courts located in Austin, Texas.

11.9 Relationship between Parties. There is no relationship of agency, partnership, joint venture or employment between the parties. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf except as described in this Agreement.

11.10 Entire Agreement; Amendment. This Agreement is the complete agreement between the parties, and supersedes all previous agreements, proposals and communications, written and oral, with respect to this subject matter. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a writing signed by the parties to be bound thereby. The foregoing notwithstanding, if a revised, updated version of this Agreement is posted online by Company, and Web Publisher continues to participate in Company's Web Publisher program, then Web Publisher is thereby agreeing to be bound by such revised terms.

EXHIBIT A

ADDITIONAL TERMS – SHARE YOUR WAY TO WEALTH DISTRIBUTION

1. Licensed Use and Distribution. Web Publisher shall provide the possibility to install the Products from Web Publisher Site(s) to end-users of Web Publisher's Site(s) only and not to sub-distributors or any other third parties.

2. Compensation.

2.1 Payout Rates. Company will pay Web Publisher a commission based on User installations performed through the Web Publisher ID, according to the rates posted on Company's website at the time of installation by User.

Company will issue payment once Web Publisher's account balance has reached fifty United States dollars (US\$50.00). The minimum amount for sending a wire transfer is one thousand United States dollars (US\$1000.00).

2.2 Payment terms. Payments are sent NET 15 (fifteen days) after the end of the pay period, as determined during the on-line signup process. Payment is equal to the total showed in Web Publisher's account, less any taxes or fees Company may be required to withhold, and less any amount Company determines, in its sole discretion, was not validly earned from proper use of the Tools, including use of the Tools on Web Publisher's Site.