

NPE Affiliate Agreement

In consideration of our mutual promises and benefits, we enter into this binding agreement that contains the complete terms and conditions that apply to your participation in our Affiliate Program.

- 1. What are the requirements to become an affiliate?** The basic requirements to participate in our affiliate program is that you must be at least 18 years of age if an individual, and supply a valid tax ID, which may be your Social Security number for individuals, or a Federal tax ID for corporations or entities.
- 2. Who may not participate in the affiliate program?** The following types of sites are not allowed to participate in the NPE, LLC affiliate program: adult sites, sites that display adult banners, sites that promote violence, bigotry, or hatred. Sites that promote illegal activity, sites that promote discrimination based on race, sex, religion, national origin, disability, sexual orientation, or age, any site that infringes on the intellectual property of another including but not limited to, NPE, LLC.
- 3. How Do I Enroll in the NPE, LLC Affiliate Program?** To begin the enrollment process you must submit a completed Affiliate Program application. Upon receipt of your application, we will evaluate it and notify you of its acceptance or rejection. Although we hope your application will be successful, we reserve the right to reject applications for any or no reason. Please note that if we accept your application and was later determined that your site is unsuitable for our program. We may terminate this agreement at our discretion. If our affiliate relationship is terminated, you agree that we will not be liable to you for any cost damages or lost profits because of our termination of the agreement.
- 4. How Do I Link My Site to NPE, LLC?** Upon our acceptance of your application, we will notify you and make available to you all appropriate advertisements and links to our site(s). The links we provide will allow your visitors to enter our site and enable us to keep track of the sales you may earn if they purchase products from us. If we accept your application, we will provide you with instructions describing how to include and maintain links to our site. To permit accurate tracking, and reporting the links we provide you are in a special "tagged" link format, or "Tagged Links". You are responsible for ensuring that each of the links between your site and our site is a Tagged Link. You agree not to modify the Tagged Links in any way.

Your payment on products sold includes recurring charges for the lifetime of the customer as long as payments are made. Please reference our provided affiliate program worksheet which lists specific commission amounts paid on our products and services given the specific affiliate program you are eligible for.

5. What is the procedure for processing customer orders? We will process orders placed by customers who enter our site via Tagged Links or who use your assigned promotional code. We reserve the right to reject any orders that do not comply with our policies or conditions at the time of the order. You are not allowed to join the affiliate program and then click on your own affiliate link and purchase a product or service. Members are not allowed to receive affiliate commissions on their own membership.

We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations and returns and handle customer service. We will track sales made to customers who

purchase using Tagged Links and will make available to you reports summarizing this sales activity. The form, content, frequency and method of delivery of the reports may vary from time to time in our sole discretion. Any canceled or refunded orders will generate a charge back against you for the commission.

6. How do you determine whether to pay a commission to be as an Affiliate?

We will pay you when visitors from your site use the Tagged Link to purchase products from us. Referral fees are calculated based on a percent of the gross sales. Taxes and shipping/handling charges are not part of the gross sale price. The percent is specified in referral fee schedules to be established by us.

7. How Much Will I Be Paid? We will pay you a percentage of gross sales on all products that are tied to your affiliate program level (Silver, Gold, or Platinum). This is on a recurring basis for as long as the customer continues payment on a product. All commissions paid on products are posted on our affiliate site. You must accumulate \$50 in commissions in order to receive a payout. Payments are sent out by the 15th of the month for the previous month.

8. What are the Policies and Pricing for Customers? All customers who purchase products through affiliate programs or deemed to be customers of NPE, LLC. Accordingly, all rules, policies, and operating procedures concerning customer orders, customer service and product sales from and by NPE, LLC will apply to those customers. Terms, conditions and policies of our site will apply to the visitors' conduct and their rights and obligations while visiting our site. We have the right to change our policies and operating procedures at any time including but not limited to prices charged for products under our affiliate program. You are not permitted to include pricing or product descriptions on your site independent of the materials we provide in the Links. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product. You are responsible for periodically visiting, reviewing and becoming familiar with the terms and conditions sections of the NPE Affiliate site, which are incorporated into this Agreement by reference.

9. Ownership and License. We hereby grant you a limited, non-exclusive, nontransferable, non-sub licensable, revocable right to use the graphic images and text we are providing to you solely for the purpose of creating links from your site to ours. You may not modify the graphic image or text, or any other of our images, in any way, or engage in "site framing" or similar processes. We reserve all of our rights in the graphic image and text, any of our trade names, trademarks, domain names, copyrights trade dress and any other intellectual property rights. You agree to follow our guidelines for use of our trademarks, as those guidelines may change from time to time, in addition, you agree not to use our trademark in any search engine keyword optimization. We may revoke your license at any time by giving you written notice. You also agree that you shall use the Tagged Links only in order to link to our site and to promote your ability to do so pursuant to this Agreement. You agree that you shall not present the Tagged Links or any images comprising them in combination with any other name or mark, in connection with your own goods or services, or in any manner that may suggest or imply that you or your goods or services are supplied by, sponsored by, endorsed by or affiliated with us.

10. What is the Term of this Agreement? The term of this Agreement will begin upon our acceptance of your application and may be terminated at will by either party with or without cause. Notice for termination may be given by either party through the e-mail of the other party used as registration in the affiliate program. Upon the termination of this Agreement for any reason you will immediately cease use of, and remove from your site, all links to our site, and all NPE, LLC trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to earn referral fees on Qualifying Purchases occurring during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled. We may withhold your final payment for 60 days to ensure that the correct amount is paid.

11. Can this Agreement be Modified? We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THREE DAYS AFTER OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

12. What is the Legal Nature of our Relationship? You and we 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. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this agreement. This is a binding contract between you and us. By completing the application and by clicking on the "Agree" button below, you indicate your willingness to be bound by this Agreement.

13. Our Liability to You is Limited. We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the 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 Program will not exceed the total referral fees paid or payable to you under this Agreement.

14. No warranties, Jurisdiction, Venue, Attorney Fees. We make no express or implied warranties or representations with respect to the Affiliate Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site or the links or Tagged Links will be uninterrupted or error-free. As a result, we might temporarily be unable to capture information regarding Tagged Links. We will not be liable for the consequences of any such interruptions or errors. The Program is intended for commercial use only.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY

OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS OR MAINTAIN AFFILIATES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Notices to you are effective if provided in writing to the postal addresses, electronically to the e-mail address set forth in the application or if posted on our website. Notice to us may be given in writing to NPE LLC, 3208 E. Colonial Dr. #257, Orlando, FL 32803, Attention Affiliate Marketing Program; or by e-mail at support@netprofitexplosion.com

This Agreement will be governed by the laws of 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 Seminole County, Florida and you irrevocably consent to the jurisdiction of such courts. In any action brought by either party, the prevailing party in any such legal proceeding shall be awarded attorney's fees and costs. You agree not to start, or participate in any class action, which may be related to this agreement and or NPE, LLC or its affiliates. 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, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.