



ISOLDKWIK AFFILIATE PROGRAM AGREEMENT

This agreement describes the entire terms and conditions for participation in ISOLDKWIK's Affiliate Program (the "Program"). In this agreement, the term "Affiliate" refers to you ("the applicant"). Wherever the agreement refers to "you" or "your", it means "the Affiliate"; "we", "our", "owner", or "ISOLDKWIK" refers to Sold KWIK 4 Cash, LLC dba ISOLDKWIK.

Term of the Agreement: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term.

Modification: 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 this site. Modifications may include, for example, changes in the scope of available referral fees, 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 OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

Linked-Domain: Once accepted into the affiliate program, ISOLDKWIK will create a unique linked-domain linked to <http://isoldkwik.biz/> for the applicant to advertise. This linked-domain is owned solely and exclusively by ISOLDKWIK. ISOLDKWIK licenses such branding to you on a limited basis. ISOLDKWIK may revoke this license at any time and for any reason. If ISOLDKWIK does revoke this license, you shall remove all links, phone numbers, or references to ISOLDKWIK immediately.

Banner / Text Advertisements: Once accepted into the affiliate program, ISOLDKWIK will create a unique banner / text advertisement for the applicant to advertise. This banner / text advertisement will contain a hyperlink to the applicant's linked-domain on the ISOLDKWIK website.

This hyperlink must remain unchanged if ISOLDKWIK is to recognize and compensate you for the sale resulting from your leads. These banner advertisements and text advertisements are owned solely and exclusively by ISOLDKWIK. ISOLDKWIK licenses such branding to you on a limited basis. ISOLDKWIK may revoke this license at any time and for any reason. If ISOLDKWIK does revoke this license, you shall remove all links, phone numbers, or references to ISOLDKWIK immediately.

Information Packet: Once accepted into the affiliate program, ISOLDKWIK will create a unique sales information packet which will be sent to leads generated by the applicant. This information packet will also be available for download via the applicant's linked-domain. This information packet must remain unchanged if ISOLDKWIK is to recognize and compensate you for the sale resulting from your leads. This information packet will contain your provided toll free sales number owned by ISOLDKWIK and your affiliate code. If ISOLDKWIK prices and services change, Affiliate will be issued a new information packet. This information packet is owned solely and exclusively by ISOLDKWIK. ISOLDKWIK licenses such branding to you on a limited basis. ISOLDKWIK may revoke this license at any time and for any reason. If ISOLDKWIK does revoke this license, you shall remove all links or references to ISOLDKWIK immediately.

Commissions: You will receive a monthly recurring payment on up to 5% of your customer's licensing fee and advertising expenditures as a result of your affiliate referral for the life of the Customer. See the multi-level commission schematic at the end of this agreement for illustration purposes. For a sale to generate a commission to an Affiliate, (1) the customer must complete any online



information request form(s) on the applicant's linked-domain and a representative of the ISOLDKWIK sales staff must finalize and close the sale – OR - (2) the customer must fill out an on-line "Affiliate Inquiry Information" form via the applicant's URL – OR - (3) the customer must download the custom information packet from the applicants website and fax all forms to ISOLDKWIK.

Payment: Affiliate will begin to receive payments after first customer acquisition. ISOLDKWIK will send a check for the applicable commissions within approximately 30 days after the end of each calendar month issued on the 1st of the subsequent month. If the customer contests any charges and changes any invoice that generated a commission, or if there are any returned checks or charge backs, the amount will be deducted from the next monthly payment.

Service Fulfillment: ISOLDKWIK will be solely responsible for providing Turnkey Seller Marketing services to all customers referred to ISOLDKWIK by Affiliate and acquired by Affiliate. ISOLDKWIK reserves the right to reject any customer that does not comply with our rules, operating procedures and policies.

Customers: Customers who are referred to ISOLDKWIK by Affiliate and customers who are acquired by Affiliate through the Affiliate Program will be deemed to be customers of ISOLDKWIK. Accordingly, all ISOLDKWIK rules, policies, and operating procedures concerning customer services will apply to those customers. We may change our policies and operating procedures at any time. Prices of our service may vary from time to time.

Qualifying Affiliates: ISOLDKWIK reserves the right not to accept any applicant into the Affiliate Program based on site website content. Sites that do not qualify for the ISOLDKWIK Affiliate Program include sites which: • promote sexually explicit materials • promote violence • promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age • promote illegal activities • violate intellectual property rights.

Unsolicited Commercial Email: ISOLDKWIK in no way participates in mass unsolicited emailing (i.e.spamming, desktop scrapes), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the ISOLDKWIK Affiliate Program, with no refund. Furthermore, anyone caught spamming with the ISOLDKWIK name will forfeit their affiliate information and any commissions earned. If you violate this policy and it causes damage or loss to our servers, or causes one, or more, of our web sites to be interrupted from normal service, you will be held liable for damages and loss of business. Spam/spamming definition: • Sending any e-mail with the ISOLDKWIK name to anyone that has not requested this particular information or has agreed to criteria this email fulfills. • Sending any e-mail with the ISOLDKWIK name to any type of "Safe List" or through any type of "Safe List" service. • Sending any e-mail with the ISOLDKWIK name to any type of "lead" or "prospect" before you have received a request for more information from them. • Sending any e-mail with the ISOLDKWIK name to as part of a confirmation or thank you letter as a result of a posting to a classified ad site or a FFA (Free For All Links) site. Even when the ISOLDKWIK name and domain name are not mentioned or linked to in any way in your advertising, we encourage your ethical and honest business practice, and respect for the privacy of others. To avoid even the appearance of Spam, always include unsubscribe information at the top and bottom of the email. Scumware is the use of Pop-up banners that hide banners that are displayed on a site, placement of icons beside keywords found in text that if clicked will take the visitor to someone else's site, etc. ISOLDKWIK as a company promises it will not use such predatory advertising methods. Further, affiliates using such methods will have their account terminated.

Relationship of Parties: 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 this statement.

No License: Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Information, Technology or Service. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of any Information, Technology or Service Confidential or otherwise shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. No license pertains to existing and prospective or unannounced Information, Technology or Service.

Limitation of Liability: 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 to this Agreement.

Confidentiality, Non-compete: As part of this agreement ISOLDKWIK may disclose certain of its confidential and proprietary information (the "Confidential Information") to Affiliate. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, marketing materials, business strategies, client lists, methods of operation, technology use, ISOLDKWIK Website design, and other information disclosed or submitted, orally, in writing, or by any other media, to Affiliate by ISOLDKWIK. You agree to keep all Confidential Information received from ISOLDKWIK and other Affiliates strictly confidential and shall hold the same in confidence, and shall not use the Confidential Information other than for the purposes of its business with Owner for the terms of this agreement.

Upon termination of this Agreement, you shall cease use of all materials including Confidential Information and promptly return any materials provided by ISOLDKWIK to Affiliate pursuant to Agreement within ten (10) days of termination. At Affiliate's option, any documents or other media developed by the Affiliate containing Confidential Information may be destroyed by Affiliate. Affiliate shall provide a written certificate to ISOLDKWIK regarding destruction within ten (10) days thereafter. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement.

The obligations of Affiliate not to disclose Confidential Information shall be effective for five (5) years after termination of this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Affiliate, nor by the rejection of any agreement between ISOLDKWIK and Affiliate, by a trustee of Affiliate in bankruptcy, or by the Affiliate as a debtor-in-possession or the equivalent of any of the foregoing under local law.

For a period of five (5) years after termination of this Agreement, Affiliate agrees not to offer or attempt to offer services substantially similar to those provided by ISOLDKWIK. Affiliate agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product. Affiliate shall not solicit or otherwise promote or recruit any other Affiliate or Licensee of ISOLDKWIK to terminate or alter such relationship with ISOLDKWIK. Any alleged violation of this Section shall be subject to the terms and conditions in the next paragraph.



Violation – Injunction: This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland. You expressly acknowledge that the violation of this Agreement (including, but not limited to, the confidentiality provisions and non-compete provisions hereof) will cause sudden and irreparable harm to ISOLDKWIK. Affiliate agrees that in the event of any breach or threatened breach by Affiliate, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach. You consent to the entry of a Temporary Restraining Order and Temporary injunction against such breach. In addition, or in lieu of the injunctive relief specified herein, ISOLDKWIK may also sue for damages as allowed by law for breach of this Agreement. In such action, ISOLDKWIK may be entitled to recover, should ISOLDKWIK prevail, ISOLDKWIK's attorney fees and costs as additional damages.

Disclaimers: We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. The laws of the United States and the State of Maryland will govern this Agreement, 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 Maryland, 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, inure to the benefit of, 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 provision or any other provision of this Agreement.

Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE AGREEMENT (ALL SEVEN PAGES) AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. 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.

Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Notices: Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

No Implied Waiver: Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.



**PLEASE INITIAL ALL PAGES AND
COMPLETE THE INFORMATION BELOW**

PLEASE FAX ALL 7 INITIALED PAGES TO 410-655-9535

By signing the Affiliate Program Agreement, you acknowledge that you have read this entire agreement (all seven pages) and agree to all its terms and conditions.

Applicant Company: _____

Applicant Name: _____

Applicant Title: _____

Applicant Phone Number: _____

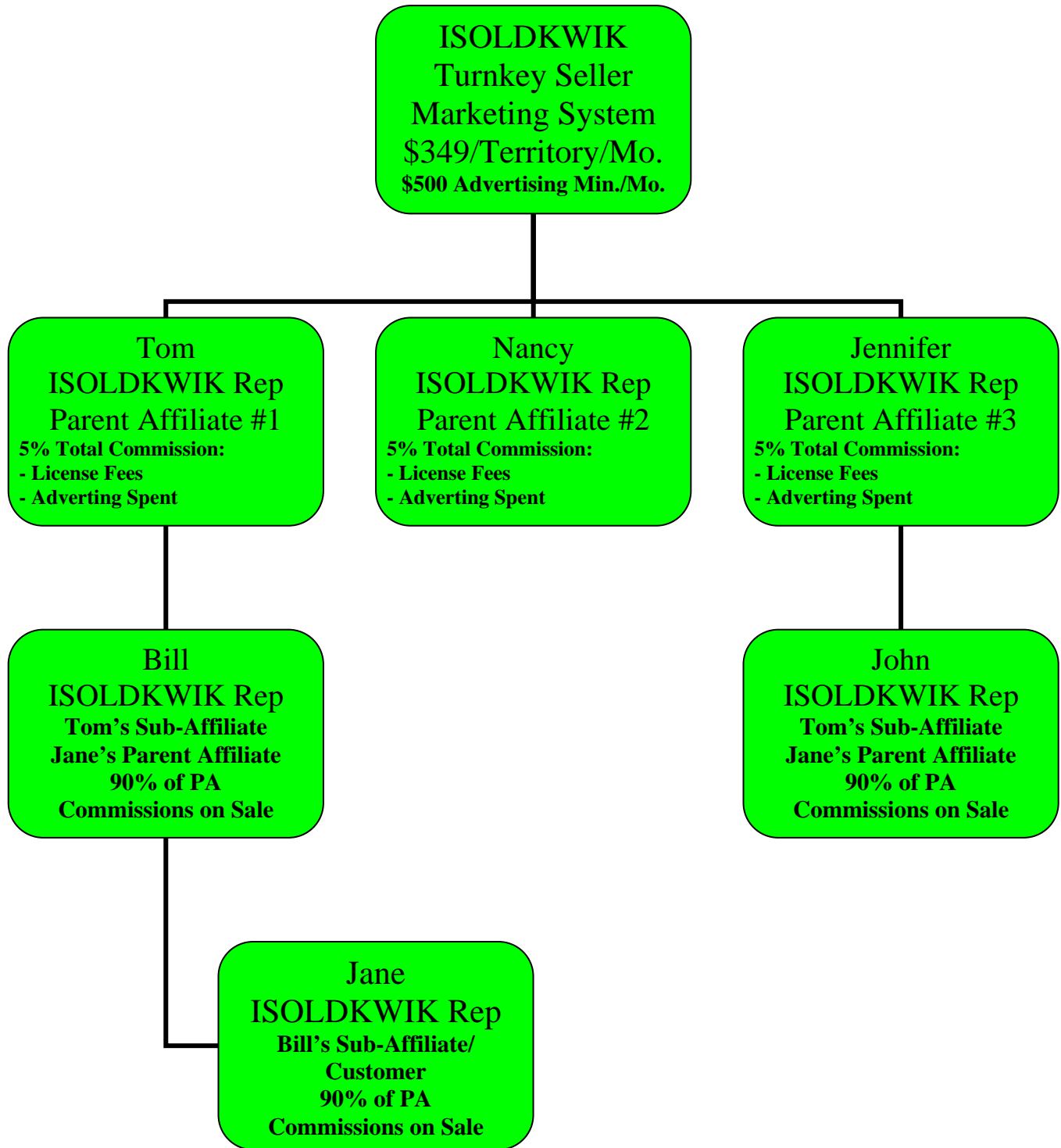
Applicant Address: _____

Applicant E-Mail Address: _____

Authorized Signature: _____ **Date:** _____



ISOLDKWIK Affiliate Program





ISOLDKWIK Affiliate Program

ISOLDKWIK Affiliate Commission structure is multi-tiered with parent and sub-affiliates. Parent affiliates are given overrides based on sales generated by their sub-affiliates. The affiliate structure is set so that the sub-affiliate's commission is taken from the parent affiliate's commission.

The **ISOLDKWIK** commission structure is set so that all parent affiliates earn passive residual income commissions every month from sub-affiliate/customer licensing fees and advertising expenditures.

For example, let's say that Tom is a parent affiliate over Bill and Bill recruits Jane to utilize the **ISOLDKWIK** Turnkey Seller Marketing System. Jane's monthly licensing fee of \$349 and her \$3000 advertising expenditure generate the following commission breakdown:

- ✓ The Total Commission is 5% on both the licensing fee (\$17.45) and the advertising expenditures (\$150).
- ✓ Tom (Bill's Parent Affiliate) gets 0.5% in commissions on both the licensing fee (\$1.75) and the advertising expenditures (\$15).
- ✓ Bill (Jane's Parent Affiliate) gets 4.5% in commissions on both the licensing fee (\$15.70) and the advertising expenditures (\$135).
- ✓ The parent receives his/her commission first (Tom gets 5%) and then the sub-affiliate gets his/her commission from his/her parent affiliate (Bill gets 90% of Tom's 5% commission).

Now, let's say that Jane recruits Karen across the country (not depicted) and she signs up to utilize the **ISOLDKWIK** Turnkey Seller Marketing System. Karen's monthly licensing fee of \$349 and her \$1000 advertising expenditure generate the following commission breakdown:

- ✓ The Total Commission is 5% on both the licensing fee (\$17.45) and the advertising expenditures (\$50).
- ✓ Tom (Bill's Parent Affiliate) gets 0.5% in commissions on both the licensing fee (\$1.75) and the advertising expenditures (\$5).
- ✓ Bill (Jane's Parent Affiliate) gets 0.45% in commissions on both the licensing fee (\$1.57) and the advertising expenditures (\$4.50).
- ✓ Jane (Karen's Parent Affiliate) gets 4.05% in commissions on both the licensing fee (\$14.13) and the advertising expenditures (\$40.50).
- ✓ The parent receives his/her commission first (Tom gets 5%), then his/her sub-affiliate gets his/her commission from his/her parent affiliate (Bill gets 90% of Tom's 5% commission), and then his/her sub-affiliate gets his/her commission from his/her parent affiliate (Jane gets 90% of Bill's 4.5% commission).

NOTE: The money is not actually paid to Tom, to then be given to Bill. Our system automatically tracks the individual affiliate commissions.

An organization of 100 people spending \$1000 per month in licensing fees and seller marketing yields total commissions of \$5,000 per month split among the Parent and Sub-Affiliates.