



Ad Maker Tool Affiliate Agreement

This Affiliate Agreement (the "Agreement") is made by and between Ad Maker Tool, a Missouri limited liability company ("AdMakerTool"), and you as "Affiliate" for AdMakerTool services.

RECITALS

WHEREAS, AdMakerTool is the provider of internet classified ad services through its proprietary software and website – AdMakerTool.com; and

WHEREAS, Affiliate desires to market AdMakerTool services to potential customers and AdMakerTool desires to permit Affiliate to provide this service on terms and conditions specified below.

NOW, therefore, based on the foregoing, the parties agree as follows:

The foregoing Recitals are true and correct.

1. DEFINITIONS

"Affiliate" is a person who will be paid a fee for directing customers to AdMakerTool and who purchase AdMakerTool services.

"Fee" means the amount paid for a sale of AdMakerTool services through its website or by special agreement, established and agreed upon by AdMakerTool and the Affiliate as set forth below.

"VOID" means a reversal of a Fee previously earned for a sale that is later rescinded or corrected by AdMakerTool. AdMakerTool may VOID transactions that are fraudulent, duplicate transactions, or refund requests.

2. TERM AND RENEWAL

The initial term of this Agreement shall be for three (3) months beginning on the date the Affiliate registers as an affiliate. This Agreement shall automatically renew for additional term of three (3) months unless terminated by either party. For termination to be effective, the terminating party must give a one (1) day written notice to the other party. In the event, this Agreement is terminated by either party, Affiliate shall continue to be paid his Fees (monthly service fees) from all Referral customers acquired prior to the termination.

3. AFFILIATE SERVICES

a. Affiliate will use his best efforts to promote the AdMakerTool services and (i) refer potential customers to AdMakerTool website for these services. Affiliate agrees that they are not an employee of AdMakerTool.

b. Affiliate recognizes and acknowledges that in providing the services contemplated herein, he will likely receive valuable information and documents that are private and proprietary to AdMakerTool, including without limitation, business plans and strategies and financial data. All such information and documents shall remain strictly confidential and Affiliate shall not disclose or share any of this information or documents with any third party except as specifically approved in writing by AdMakerTool prior to any

disclosure. Affiliate also acknowledges and agrees that the improper disclosure of this information and documents will likely cause AdMakerTool irreparable harm for which there would be no adequate remedy at law, and therefore consents to appropriate injunctive relief against any such improper disclosure provided the other requirements for such relief are met.

4. WEBSITE RESTRICTIONS

AdMakerTool reserves the right not to accept any person into the AdMakerTool Affiliate Program based on site content. Sites that Do Not Qualify for the AdMakerTool Affiliate Program include sites such as sites that are:

- X- rated and promote sexually explicit materials
- Promoting violence and discord.
- Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promoting illegal or questionable activities
- Violating intellectual property rights

5. SPAM (UCE)

Unsolicited Commercial E-mail - AdMakerTool in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in termination of this contract and immediate dismissal from the AdMakerTool Affiliate Program.

6. DISCLAIMER

We make no express or implied warranties or representations with respect to our Affiliate Program or your potential to earn income from the AdMakerTool Affiliate Program.

7. PAYMENT OF FEES

a. During the term of this Agreement, the Affiliate will receive a Fee for any of their referred AdMakerTool Sales. The Fee shall be twenty percent (20%) of the gross sales revenue received by AdMakerTool during the lifetime of a referred customer. Payments will be sent out to Affiliate on the fifth (5th) day of each month when Affiliate's account balance reaches \$100 or more for the previous months' transactions. Fees credited to Affiliate's Account will not accrue interest. In the event of a VOID transaction, AdMakerTool may recover from Affiliate the corresponding Fee previously credited to his Account. The VOID Fee will be immediately deducted from Affiliate's Account balance. In the event that Affiliate's Account balance is less than the VOID Fee, the VOID Fee will be deducted against Affiliate's future earnings. Affiliate will not be asked to return Fees to AdMakerTool.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

Affiliate shall be an independent contractor. AdMakerTool shall not control the manner and means by which the Affiliate provides his services, except as otherwise specifically set forth herein, and is interested solely in the results achieved. AdMakerTool shall not withhold any taxes from fees paid, and the payment of any taxes shall solely be the responsibility of Affiliate.

9. TERMINATION FOR CAUSE

AdMakerTool may terminate this Agreement upon one (1) day written notice for cause based on Affiliate's performance as required by this Agreement. In the event of a termination under this section, Affiliate shall continue to be paid his Fees from all Referral customers acquired prior to the termination.

10. LIMITED WARRANTY

AdMakerTool, its operation, the use of its website and the results of such use shall be performed in a workmanlike manner. AdMakerTool will make reasonable commercial efforts to keep its service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold AdMakerTool liable for any of the consequences of such interruptions.

11. LIMITATION OF LIABILITY

Affiliate agrees that AdMakerTool, although the provider of the Service, has no responsibility or liability as a result of Affiliate's placement of authorized Links from his Web site, and Affiliate agree to indemnify, defend, and hold harmless AdMakerTool and its officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer of services or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

12. OWNERSHIP AND LICENSES

Affiliate is granted a non-exclusive, limited, revocable right to use AdMakerTool provided trademarks and banners. All images, technology and content provided for Affiliate's use is and shall remain the sole property of the AdMakerTool, and no part thereof shall be deemed assigned or licensed to Affiliate except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain the AdMakerTool sole property, including rights in and to any derivatives thereof. Affiliate shall not modify the trademarks, banners, the content or any of the images provided to him in any manner whatsoever.

13. JURISDICTIONAL ISSUES

This Agreement will be governed by and construed in accordance with the laws of the State of Missouri. The federal courts of the Eastern District of Missouri and/or state courts of Saint Louis County, Missouri shall have sole and exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement or the parties relationship, and Affiliate expressly consents to (i) the personal jurisdiction of these state and federal courts of Missouri, and (ii) service of process being effected upon Affiliate by registered mail, return receipt requested.

14. PREVAILING PARTY ATTORNIES FEES

In the event either party to this Agreement retains the services of an attorney to enforce the provisions or obligations of this Agreement or with regard to the parties' relationship, the prevailing party shall recover from the non-prevailing party its reasonable attorney's fees and all costs, including in all trials and appeals.

15. MISCELLANEOUS

This Agreement represents the complete agreement. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if not reformable, the remaining provisions of this Agreement shall continue to be effective.