



## Affiliate Agreement TERMS AND CONDITIONS

This Agreement (“Agreement”) sets forth the terms and conditions that apply to the participation of the undersigned, \_\_\_\_\_, (the “Affiliate”), and its Website(s) **www.\_\_\_\_\_**, (the “Affiliate Websites”), with **http://www.betterworldclub.com** as an Affiliate in the Affiliate Program (the “Better World Club Affiliate Program”) of Better World Club, Inc. (“BWC”), and the establishment of hypertext Links (“Links”) and related code (the “Linking Code”) from the Affiliate Websites to Better World Club’s Website.

**By putting our logo and link on your site, you are accepting the following:**

**Affiliate Icon and Linking.** You agree to incorporate and display the graphical image file and/or trade name or mark (“BWC Icon”) provided by BWC into the HTML files located at the Affiliate’s Website. Affiliate shall display the BWC Icon to users at a minimum of 640 X 480 standard VGA resolution with the entire BWC Icon displayed to users without scrolling at the pages of the Affiliate Websites that describe the Affiliate Program. Affiliate agrees to incorporate the Uniform Resource Locator (“URL”) provided by BWC into the BWC Icon to create a hypertext reference Link from the Affiliate Website to the BWC Website. The BWC Icon and the Link are available to be copied from the Partner Info page of the Better World Club Website.

**BWC License.** BWC grants to Affiliate a non-transferable, non-exclusive license for the term of this Agreement and only on and within the Affiliate Websites (i) to copy, use, publicly display, and transmit the BWC Icon in connection with Affiliate’s performance of this Agreement and (ii) to establish a Link from the Affiliate Website to the BWC Website and in conjunction with Alternative Marketing Channels mutually agreed upon between the parties.

**Fees.** BWC will assign a unique Distributor Code to the Affiliate. New members referred by the Affiliate MUST enter the Affiliate's Distributor Code at the time they enroll to designate the Affiliate as the distributor of the sale for the Affiliate to be eligible for commissions/donations. BWC will track all Affiliate fees through the Distributor Code. BWC shall pay Affiliate sales commissions/donations in the amounts of \$10.00 for each Basic/Basic Plus membership, \$20.00 for each Premium/Premium Plus membership, and \$4.00 for each Bicycle/Bicycle Plus membership. Checks are sent to Affiliates on a quarterly basis. No check will be issued if a quarterly commission is less than \$25.00. Any amount less than \$25 will be carried over to the following quarter. Affiliate will receive an additional \$500 in commissions/donations and a \$5 increase of commission/ donation fees thereafter for referring 100 or more new memberships to BWC during any one (1) month period.

**Taxes.** All sales, use, service, income, or other taxes of any governmental authority, howsoever levied, based on or related to fees received by Affiliate from BWC are the responsibility of and shall be paid by Affiliate. Each party shall be responsible for and pay all sales, use, service, income, or other taxes of any governmental authority, howsoever levied, based on or related to such party’s sales or licenses of goods and services to or from any third person.

**Records.** BWC shall maintain site logs and business and financial records that contain information sufficient to verify the completeness and accuracy of all Fees and Reports (“Records”) for a period of at least one (1) calendar year after each calendar quarter to which such Records relate. During this period, Affiliate shall have the right, at its own expense, and on thirty (30) days advance written notice to BWC, to have its auditors examine the Records for the sole purpose of certifying their accuracy and determining the amount of Fees due, if any, to Affiliate. In the event such auditing of the Records indicates any underpayment of Fees paid to Affiliate, BWC shall pay Affiliate the additional amount of Fees due to Affiliate pursuant to the audit, and if the underpayment exceeds five percent (5%) of the actual Fees due and payable to Affiliate for any given calendar quarter, BWC shall pay all costs and expenses of Affiliate associated with such audit.

**Disclaimer.** THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL EITHER

PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH OF THE PARTIES' RESPECTIVE TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER.

**Term.** This agreement may be terminated by either party at any time.

**General**

- a. *Independent Contractors.* The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. *Waiver.* No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
- c. *Severability.* If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- d. *Notice.* All notices shall be in writing and shall be deemed delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at the respective addresses given in this Agreement or to such other address as either party may, from time to time, designate by notice to the other party.
- e. *Amendment.* No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.
- f. *Law.* This Agreement shall be governed in all respects by the laws of the State of Oregon without regard to its conflict of law provisions. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

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Please fill in Affiliate information below as it should appear on the commission/donation checks:

Name (please print) \_\_\_\_\_ Phone \_\_\_\_\_

Website \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Affiliate Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **(Affiliate)** Date \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **(BWC)** Date \_\_\_\_\_