

AFFILIATE PROGRAM AGREEMENT

This Affiliate Program Agreement (the "Agreement") is made and effective the _____ of _____, 2010.

BETWEEN: **RPS Companies, Inc.** (the "Owner"), a corporation organized and existing under the laws of the State of Florida, with its head office located at:

5924 South Orange Ave., Orlando, Florida, 32809

AND: _____ (the "Recipient"), a individual or legal entity organized and existing under the laws of the State of _____.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- a. The name of this affiliate program is the International Entrepreneur Affiliate Program (the "Affiliate Program").
- b. The Recipient represents and warrants to the Owner that the Recipient has read and understand the Privacy Policies and agree to the terms set forth therein.
- c. For purposes of this Agreement, the term "the Recipient" refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term "the Owner" refers to the sponsor of the Affiliate Program. The term "the Owner's website" refers to the website that the Owner maintains at 5924 South Orange Ave., Orlando, Florida, 32809. The term "the Recipient's website" refers to the website provided to "the recipient" as specified in the Exhibit B hereof. "Merchandise" means all services, products, merchandise and stock that is offered by the Owner for sale through its website.

1. AFFILIATE PROGRAM REGISTRATION

To register for the Affiliate Program, the Recipient must complete and submit to the Owner an Affiliate Program Application Form. The Affiliate Program Application Form is included on the Owner's website and can be completed and submitted through its website.

2. APPROVAL OR REJECTION OF AFFILIATE PROGRAM APPLICATION

The Owner reserves the right to approve or reject ANY Affiliate Program Application in its sole and absolute discretion. The Recipient will have no legal recourse against the Owner for the rejection of the Recipient Affiliate Program Application.

3. REASONS FOR REJECTION

Without limiting the right to reject any application for any reason whatsoever in the Owner's absolute discretion, the Recipient application will be rejected if it is not complete, if the Recipient's marketing experience is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with its website.

4. TERMINATION AFTER ACCEPTANCE

Even after the Owner has accepted the Recipient as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate the Recipient affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above.

5. FINANCIAL RESPONSIBILITIES

The Recipient will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with marketing Recipient's affiliate website including but not limited to costs of search engine placement and other Internet marketing, offline marketing costs, postage costs, and all other costs and expenses, and the Recipient hereby holds the Owner harmless from or against the same. The Owner will be responsible for the creations, hosting, modification, and improvements to the Recipient's affiliate website.

6. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Recipient affiliate status.

7. ANTI-SPAM POLICY

The Owner strictly forbid the use of unsolicited commercial email (UCE) or SPAM campaigns. The Owner maintain a Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate (Recipient) or similar agent acting on the Recipient's behalf. As such, the Owner reserves the right to terminate any violating Recipient's account or any part thereof, without notice or compensation.

Any Recipient's found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- a. The Recipient's account will be closed immediately, without burden of notice or compensation.
- b. A US\$500.00 administration fee will be incurred against the offending Recipient.
- c. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.
- d. The Recipient will be held accountable for any monetary damages suffered by the Owner, sustained through contravention of this Affiliate Program Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

8. CUSTOMER SERVICE

- e. The Owner will be responsible for handling all customer inquiries, service requests, customer billing and collection issues. Pricing of the Owner products and services is totally within its discretion and the Owner reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Recipient or users accessing either the Recipient's or Owner's site. The Owner's only responsibility to the Recipient in this regard is to track customer orders that occur through submissions from the Recipient's website and make reports to the Recipient of the commissions due to the Recipient as a result thereof. All such reports shall be un-audited. The Owner will have no obligation to provide the Recipient with any specific information relative to any customer, regardless of whether they access the Owner's site or Recipient's site.

9. COMPENSATION

- f. Commissions will be paid to the Recipient based upon a percentage of FEE earned by successful collection on claims submitted to the Owner by Recipient either in person or via fax, e-mail, US Mail or when claims were submitted through the Recipient's site. Commissions will be calculated based upon the gross fee earned, but not including any shipping and handling, sales tax, special collection costs such as attorney fees, and any other payment made to the Owner that is not the result of fee earned by way of a successful collection. Commissions will not be calculated based upon amounts that are attributable to fraud, credits given to customers, bad debt right-off and returned goods. The Owner reserve the right to deduct in subsequent months for any commission that the Owner paid that is for a collection that is subsequently returned or refunded, or for any other reason if the previous monthly commission was overpaid or later subject to reduction.
- g. The percentages to be paid as commissions hereunder are currently as set forth in Schedule A at the end of this Agreement. The Owner reserves the right to change and amend the commission rate structure at any time, in the Owner's sole discretion.
- h. Commissions will only be paid on Fee earned on cases where Recipients marketing efforts have been credited as the source of the placement of claim. There is no right to commissions if a user submits claims through another link or source other than through the Recipient's website.
- i. Once a potential customer submits cases where Recipients marketing efforts have been credited as the source of the placement of such claim for collection, the Recipient will earn commissions on fee earned on any subsequent placements as long as the Recipient remains an Affiliate.
- j. The Owner will pay commission only upon collection of fee from customer by the Owner. The Recipient has no right to commissions until the applicable customer has paid the Owner in full. Only fee earned on cases where Recipients marketing efforts have been credited as the source of the placement of claim will count towards commission calculations. For example, if a potential customer being solicited by the Recipient submits their intiiial claim via the Owner's website instead of Recipient's website and/or instead of submitting their initial clase on Recipients website submits their initial case via telephone, the Recipient will have no right to any commission from that sale.

- k. Commissions will be paid to the Recipient on a monthly basis on or about the 15th day of the subsequent month for amounts received by the Owner during the previous month. The Owner does not guarantee an exact date of calculation of commissions or payments. All payments will be made via company check sent to the address that the Recipient supplied in the Affiliate Program Application. The Owner does not send payment if the total commission due to the Recipient is not at least \$100.00. Amounts below \$100.00 will accrue to the Recipient account and payment will be made for the month when the Recipient's total commissions achieve the minimum \$100.00. The Owner reserves the right to amend the minimum commission payment amount at any time.

10. CUSTOMERS' PROVENANCE

All parties who make purchases through the Owner's or Recipients website, regardless of how they may have reached the website, are deemed to be the Owner's customers and not the Recipient's customers relative to the Owner's products and services. The Owner will have the right to contact these customers and send future marketing offers to them. The Recipient, when Recipients marketing efforts have been credited as the source of the placement of such claim for collection will earn commissions on fee earned on any subsequent placements as long as the Recipient remains an Affiliate.. Additionally, all such customers and purchases will be subject to the Owner policies, procedures, rules and regulations and the Recipient has no right or authority to amend or offer any different offers relative to the purchase of products from the Owner's website. The Owner however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Owner's business and sale of products at any time in its sole discretion.

11. TRADEMARKS AND COPYRIGHTS

- l. Ownership of the Recipient domain name and ALL content hosted on the The Recipient's domain are property of Owner. Recipient will have a non-exclusive, limited term license to use the domain name, trademarks, logos, and copyrighted material that the Owner provided to the Recipient. The Recipient may only use the images that the Owner specifically makes available to the Recipient. The Recipient may not distribute, reproduce, modify, amend, these images in any way. The Recipient may use these images only for the purposes of promoting the Recipient's website and products on the Recipient's website in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Program.
- m. The Recipient will only use such items in the form, size, content, and appearance that the Owner provided them to the Recipient. The Recipient is not permitted to modify them. These items may only be used in if they contain a hypertext link to the Recipient's website. This license shall immediately terminate upon the termination from the Affiliate Program. The Owner may also terminate this license upon notice to the Recipient in the event that the Recipient's use of these items is contrary to or does not conform with its standards, such standards to be determined in its sole and absolute discretion. The Recipient agrees that the Owner retains all right, title and interest in and to all such materials. The Owner will retain all goodwill and other value associated with any of these materials. The Recipient will not gain any trademark, copyright or other proprietary rights to such materials. The Recipient agrees not to take any action that is contrary to or inconsistent with the Owner rights to these materials. The Recipient will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Owner or that paints the Owner in a false or negative light. The Owner may revoke the limited license granted hereunder at any time in writing to the Recipient. Upon termination or revocation, the Recipient will immediately cease from any use this material.

- n. The Recipient is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.
- o. The Recipient grants to the Owner a non-exclusive right and license to use the Recipient's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Recipient participation in the Owner Affiliate Program. The Recipient represents and warrants to the Owner that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. The Recipient represents and warrants to be the absolute, sole and exclusive owner of all such materials and the owner of all trademark rights, copyrights, and other proprietary rights in and to the same. The Recipient represents to have the right, power, and authority to license said materials to the Owner as aforesaid and that the Recipient is not under any legal or contractually limitation on the right to so license these materials. The Owner has no obligation to announce, advertise, market, or promote the Recipient participation in the Owner Affiliate Program, but reserves the right to do the same at its sole discretion.

12. PRODUCT AVAILABILITY

The Owner cannot guarantee product availability or the term of any price or special promotion or offer.

13. REPRESENTATIONS AND WARRANTIES

The Recipient hereby represents and warrants to the Owner to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Recipient's entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.

14. TERM

The effectiveness of this Agreement shall not commence until the Recipient Affiliate Program Application is accepted by the Owner. The effectiveness hereof and binding effect shall occur upon the Owner acceptance of the Recipient Affiliate Program Application. This Agreement shall remain in full force and effect until terminated by the Recipient or by the Owner. Either the Owner or the Recipient may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via Email to the Recipient at the Email address indicated in the Recipient Affiliate Program Application. Any and all notices to the Recipient via Email at such address shall be deemed to be effective notice to the Recipient for all purposes.

15. TERMINATION

The Recipient will forfeit all right to receive past or future commissions that may have accrued or accrue to the Recipient if this Agreement is terminated as a result of the Recipient failure to comply with the terms of this Agreement or any policies and procedures of Affiliate Program that may be established and amended by the Owner in its discretion from time to time. If this Agreement is terminated for any other reason, the Recipient will have a right to receive its accrued commissions through the effective date of termination; provided, that if the Recipient total commissions due hereunder exceeds \$100.00], if total commissions due hereunder does not exceed \$100.00 such accrued commission shall be forfeited. The Owner has the right to withhold final commission payments for sufficient time in order to assure that the amount paid to the Recipient is accurate and not subject to later adjustment for returns or any other

reason. If following final payment the Owner determines that the amount of commissions that the Recipient were paid was too high, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from the Recipient to the Owner and the Owner shall have all legal right to receive a refund of such overpaid commission from the Recipient.

16. MODIFICATIONS

The Owner reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to the Recipient. Notice of any changes may be given via Email to the Recipient or by posting such changes in the Affiliate Program sections of the Owner's website. Such changes and modifications will take effect upon transmission of Email or posting on the Owner's website. The Recipient may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Recipient and such termination shall be the Recipient sole and exclusive remedy. In the event that the Recipient continues to participate in the Affiliate Program following such modifications, the Recipient will be deemed by the Recipient continued participation to accept any and all such changes.

17. LIABILITIES

- p. THE OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS OWNERS WEBSITE OR TO ACCESS RECIPIENT'S WEBSITE. FURTHERMORE, THE OWNER SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEBSITE, THE AFFILIATE PROGRAM, THE RECIPIENT PARTICIPATION IN THE AFFILIATE PROGRAM, THE RECIPIENT ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE OWNER'S COURSE OF DEALING OR USAGE OF TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT ITS WEBSITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS COMMISSION TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.
- q. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE OWNER WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.
- r. Without limiting the forgoing, the Owner total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by the Owner pursuant to the terms hereof.

18. CONFIDENTIALITY

In the event that any information is disclosed to the Recipient through the Recipient participation in the Affiliate Program related in any way to the Owner company and business which the Owner deem to be confidential and proprietary, the Recipient agrees to hold such information in the strictest of confidence

and not to disclose such information to any other party or to use any such information for the Recipient own purposes. Confidential information will include any information regarding the Owner changes or modifications to this Agreement or this Affiliate Program (which the Owner shall have no obligation to make) or any special treatment that the Recipient may receive (which the Owner reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to the Owner's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Owner considers to be confidential and proprietary.

19. INDEMNIFICATION

The Recipient hereby indemnifies and holds the Owner, and all of the Owner stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Owner may incur and which are based in whole or in part upon the Recipient participation in the Affiliate Program, any claims that any of the Recipient trademarks and other proprietary material infringe upon the rights of any other party, the Recipient breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to the Recipient use, operation or the content of the Recipient's website.

20. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of Florida. Any and all legal actions relative hereto shall be in the courts Orange County Florida.

21. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agent/servant. The Recipient has no power or authority to bind the Owner to any obligation, agreement, debt or liability. The Recipient shall not hold itself out as an agent or representative of the Owner.

22. NOTICES

Notices to the Owner shall be by certified mail, return receipt requested addressed to the address contained in this Agreement, or such other address that the Owner provide notice of to the Recipient via Email or by posting the same on the Affiliates section of the Owner website. Notices to the Recipient shall be by Email addressed to the Email address that the Recipient provided to the Owner in the Recipient Affiliate Program Application or by posting such notices on the Affiliate section of the Owner's website. It shall be the Recipient responsibility to check the Affiliate section of the Owner website periodically to monitor all notices set forth thereon.

23. ASSIGNMENT

This Agreement is only for the benefit of the party that the Recipient list in the Affiliate Program Application. The Recipient shall have not right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

24. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supercedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not effect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER

RECIPIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SCHEDULE A
COMMISSION RATE STRUCTURE

[INSERT TERMS OF COMMISSION PAYMENT]

| Affiliate Level | New Client Sign-Up Bonus | Commission Percentage | Invoice Guard Client Bonus | Invoice Guard Monthly Bonus |
|------------------------|---------------------------------|------------------------------|-----------------------------------|------------------------------------|
| Level 1 | \$5.00 | 12.0% | \$25.00 | \$5.00 |
| Level 2 | \$2.00 | 3.0% | \$2.00 | \$2.00 |
| Level 3 | \$1.00 | 2.5% | \$1.00 | \$1.00 |
| Level 4 | \$0.50 | 0.5% | \$0.50 | \$0.50 |
| Level 5 | \$0.40 | 0.5% | \$0.40 | \$0.40 |
| Level 6 | \$0.30 | 0.5% | \$0.30 | \$0.30 |
| Level 7 | \$0.30 | 0.25% | \$0.30 | \$0.30 |
| Level 8 | \$0.30 | 0.25% | \$0.30 | \$0.30 |
| Level 9 | \$0.10 | 0.25% | \$0.10 | \$0.10 |
| Level 10 | \$0.10 | 0.25% | \$0.10 | \$0.10 |