

## AFFILIATE AGREEMENT

for

MoneyDecoder.com

THIS AGREEMENT (the “Agreement”) is made via electronic signature and authorization between Money Decoder, Inc. a California Corporation (the “Company”), and affiliate. Affiliate hereby acknowledges, understands, authorizes and agrees to all of the following terms and agreements below by checking the electronic signature box on affiliate application. Affiliate is hereby known as “Affiliate” and is personally, legally identified via any and all name and/or names listed on affiliate application (the “Affiliate,” and collectively, the “Parties”).

WHEREAS Affiliate wishes to include certain materials promoting Company, and to include a link to Company’s website within those materials on Affiliate’s website;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Promotional Materials.** Company may make available to Affiliate certain electronic codes, access privileges, discounts, special pricing and considerations, banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website (the “Promotional Materials”). Affiliate shall display the Promotional Materials on Affiliate’s website prominently and as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to Money Decoder’s website, as specified by Money Decoder.
2. **Use of Promotional Materials.** The Affiliate’s use and display of the Promotional Materials on the Affiliate’s site shall conform to the following terms, conditions and specifications:
  - a. Affiliate may not use any graphic, textual or other materials to promote Money Decoder’s website, products or services other than the Promotional Materials, unless Money Decoder agrees to such other materials in writing prior to their display.
  - b. Affiliate may only use the Promotional Materials for the purpose of promoting Money Decoder’s website (and the products and services available thereon), and for linking to Money Decoder’s website.
  - c. The Promotional Materials will be used to link only to Money Decoder’s website, to the specific page and address as specified by Money Decoder.
  - d. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Money Decoder. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from Money Decoder for such alteration or modification.

3. License. Money Decoder hereby grants to Affiliate a nonexclusive, nontransferable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.
4. Intellectual Property. Money Decoder retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.
5. Relationship of Parties. This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Money Decoder and Affiliate. Affiliate shall provide services for Money Decoder as an independent contractor. Affiliate shall have no authority to bind Money Decoder into any agreement, nor shall Affiliate be considered to be an agent of Money Decoder in any respect.
6. Commissions.
  - a. In exchange for Affiliate’s display of the Promotional Materials, and for Affiliate’s compliance with and performance of the terms and conditions of this Agreement, Money Decoder shall pay to Affiliate a commission (the “Commission”) in the amount of *(Check any that apply)*:

20% of Net Sales per license sold to users that accesses Money Decoder’s website “store” through distinct affiliate link provided by Money Decoder to affiliate. Money Decoder’s store is accessed through embedded affiliate links and source of sales can ONLY be tracked when these links are used by end user to purchase products. Money Decoder is NOT liable for commissions on products sold to end users who DO NOT access the Money Decoder store and purchase through affiliates distinct “embedded” or “coded” link.
  - b. Money Decoder shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Affiliate. Affiliate shall be given reasonable access to these records upon request. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Affiliate in any period or periods shall be rectified by Money Decoder within 45 days of discovering such discrepancy.
  - c. *(if applicable)* For the purposes of this Agreement, a “Bona Fide Click-Through” shall be defined as any successful attempt by a visitor of Affiliate’s website to click on the link within the Promotional Materials on Affiliate’s website and to visit Money Decoder’s website. Money Decoder shall have sole discretion to determine whether any particular click-through or class of click-throughs shall qualify as Bona Fide

Click-Throughs. Affiliate shall not attempt to: (i) artificially attempt to generate click-throughs to Money Decoder's website by use of deception or misrepresentation; (ii) manipulate, incentivize, or otherwise encourage Affiliate's employees, agents, customers, or other persons to click the link to the Money Decoder's website for any purpose other than the promotion of the services and/or products offered through Money Decoder's website; or (iii) create or employ any mechanism designed to artificially or automatically generate click-throughs to Money Decoder's website.

- d. Money Decoder shall pay all Commissions accrued and payable to Affiliate within 15 days of the first day of each month (the "Commission Payment Date"). If on any Commission Payment Date, the amount of total Commissions accrued and payable to Affiliate is less than \$50, then such accrued and payable balance shall be held over to the following month, and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is held over for 2 consecutive months, then Money Decoder shall pay all accrued and payable Commissions to Affiliate in the third month, regardless of the total amount owed.
- e. In the event that Affiliate materially breaches this Agreement and Money Decoder terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to Affiliate shall be forfeited, and Money Decoder shall not be obligated to pay such Commissions to Affiliate.

7. Affiliate's Representations and Warranties. Affiliate represents and warrants the following:

- a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. Affiliate's website does not contain any materials that are:
  - i. Sexually explicit, obscene, or pornographic;
  - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
  - iii. Graphically violent, including any violent video game images; or
  - iv. Solicitous of any unlawful behavior
- c. Affiliate agrees to NOT advertise, link, publish, or market through any means which contain content which could be deemed as:
  - i. Sexually explicit, obscene, or pornographic;
  - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
  - iii. Graphically violent, including any violent video game images; or
  - iv. Solicitous of any unlawful behavior
- d. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or

entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.

- e. Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 2 above.
  - f. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
  - g. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference Money Decoder or Money Decoder's website unless Money Decoder gives prior written consent to the distribution of such materials. Affiliate will not use Money Decoder's name (or any name that is confusingly similar to Money Decoder's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Money Decoder's website as specified in this Agreement. Affiliate will not register any domain name that incorporates Money Decoder's name, or that is confusingly similar to Money Decoder's name.
  - h. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Money Decoder or Money Decoder's website.
  - i. Affiliate will not engage in the distribution of any unsolicited bulk marketing and/or unsolicited telephone marketing which violate; municipal, state and/or federal legal codes including, but not limited to FTC communications policies and laws and Do Not Call registry requirements or any other sales and marketing laws and requirements.
  - j. Affiliate hereby agrees to engage in fair and direct marketing practices and NOT engage in any misleading, fraudulent advertising or act of willful omission or misrepresentation pertaining to Money Decoder, Money Decoder's program, policies and/or functions.
8. Indemnification. Affiliate shall indemnify Money Decoder and hold harmless Money Decoder from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 7 above. Affiliate shall also indemnify and hold harmless Money Decoder for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.
9. Confidentiality. Any information that Affiliate is exposed to by virtue of its relationship with Money Decoder under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Money Decoder Information." Affiliate may not disclose any Confidential Money Decoder Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosure from Money Decoder.

10. Term.

- a. This Agreement shall take effect on day of acceptance of this agreement by affiliate's submission of application and Money Decoder's acknowledgement of acceptance of said application, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 10.
- b. Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 10 days prior to the intended date of termination.

11. Taxes. Money Decoder shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with Money Decoder as set forth in this Agreement. Money Decoder shall not withhold any taxes from the Commissions paid to Affiliate.

12. Limitation of Liability. Money Decoder shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Money Decoder was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

13. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Money Decoder:

Money Decoder  
5405 Alton Parkway  
Suite #204  
Irvine, CA 92604

If to Affiliate: Per physical and /or email address and/or website listed on application.

17. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
18. Entire Agreement. This Agreement constitutes the entire agreement between Money Decoder and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.