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Product2Web
plug and profit e-commerce

Corporate Mailing Address:

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St. Anthony ID 83445

Physical Locations:

St. Anthony, Idaho
Portland, Oregon
Costa Mesa, California
London, England U.K.



a subsidiary of apogeeINVENT.com



Product2Web eAffiliatePRO Enterprise Upgrade Contract

Project Team Introduction

At Product2Web, we are always excited to begin a new project. Our team, consisting of experienced software engineers and professional designers, has worked together on numerous projects since the company's inception. We have completed over 1700 projects to date and have written over two million lines of code, creating a memorable presence for many successful companies. We are certain this project will be equally successful.

All our projects are managed by Nephi Paredes, Production Manager and overseen by CEO Brandon McDonald. Any custom work is overseen by CTO Joseph Lavin, and created by accredited designers, writers, and software engineers. All are degreed professionals with extensive experience in every part of the project, from start to completion.

Enterprise Upgrade

This upgrade was created for companies that desire to launch an entire enterprise online, and focus on marketing their company as well as their products. Get the advanced technology available through Product2Web, including the landing page manager, bandwidth monitoring, ecommerce, affiliate management system, reporting module AND a custom, dynamic company website to market your company all over the web, a complete, independent shopping cart designed to match your website and company logo, and numerous other upgrades to the affiliate and reporting systems, all designed to sell unlimited products and market your company. This upgrade includes a development and design fee.

Web Content Development and Search Engine Optimization Standards:

- **Content Analysis-** We complete a full content analysis of any existing content for the website either online or in the form of other marketing materials. This analysis is done to convert the current content into superior web content that will increase website ranking to ensure the site is at the top of the search engines.
- **Content Development-** As part of the service we will also further develop website content by either creating or greatly enhancing your current information to present it on the web with the appropriate density for top search engine placement.
- **Meta-tag Development-** We will create custom meta-tags for each of the pages on your new website. Each of the pages on the web has a unique subject focus pertaining to the product or services that you're bringing to the online audience. Through the meta-tags, we instruct the algorithms of the various search engines as to where and how your website is to be placed.

Website Design Standards:

- **Creative Interview-** We will conduct a full creative interview with you and your staff in order to learn exactly what you want to present to your online audience. Through this interview we will help you determine your color scheme, logo placement and precisely how to design and lay out your new website.
- **Language Usage-** We develop our websites utilizing the most current and advanced languages. We use full CSS layouts and HTML standards that are all 2.0 compliant (2.0 is the current industry standard). Depending on the specified website layout, other languages may be used, such as JavaScript, ActionScript and PHP.
- **Website Layout-** We will skillfully design custom exterior web pages for your new website. Included in these pages are standard web pages such as home, about us, our services, contact us, and so on. Each page will have unique images and a styled layout giving them a rich look and feel.
- **Custom Navigation-** You have several navigation choices including folder tabs, drop down menus and side tab menus. We will delineate the unique advantages of each and review these options with you so you can select the best possible choice for your new website layout.
- **Logo Incorporation-** We will take your current logo and any other branding you have and incorporate it into the website. If you do not have one, a professionally styled logo for the web is included in this contract.

- **Contact Web Form-** The website comes with a standard contact web form where visitors can inquire about the business and email questions. This form includes a place for first name, last name, email, best time to contact and a form entry for the body of the inquiry.

Website Submission Standards:

- **Search Engine Submission-** We will publish your new website to Google, Yahoo, MSN, ASK, and 2500 other traffic generating services online.
- **Placement Tracking-** We will track your online placement until we find you have been indexed and placed appropriately on the search engines.

Dynamic Website Standards:

- **Dynamic Pages-** Each of the pages on the website have the ability to be edited through our user friendly WYSIWYG editor. This gives you the ability to change text size, type, color, add pictures, add hyperlinks and change the content of the website pages without having to understand HTML. The editor also provides you with the ability to work directly in the HTML should you desire to do so.
- **Dynamic Language Usage-** In combination with the language standards for CSS and HTML we will be establishing a MySQL database in order to incorporate the dynamic areas of the website. The website will be converted to a full application with the active server page language PHP as the core interface engine.
- **User Access-** Your dynamic website comes with a secure login that requires a user name and password to enter the editable portions. You are able to define more than one user and create multiple login profiles so others can edit the website as well.
- **Announcement System-** The user portal has a customizable landing page where you can put in simple news and images for those that are allowed to log into the system.
- **Form Creation-** The dynamic website comes with one fully laid out form of average size, such as a simple quote manager, allowing you to interact with your website visitors.
- **Newsletter Administration-** The dynamic website comes with a newsletter sign up form. This stores individual emails that are interested in receiving newsletters and further information from your company. This also comes with a basic suppression list which allows people that sign up for your newsletter to opt out. You are able to download the list by CSV and upload into most email broadcast systems.
- **eMail and Inquiry Database-** Besides being emailed directly, all of the inquiries made on the website will be stored securely in the MySQL database. They are organized with a list and view format making it easy to review the various requests. The information can be queried by date range or searched by key word or phrase.
- **Tracking System-** The dynamic websites comes with a basic per page hit counter, HTTP refers (where the hits are coming from) and a simple interface to access the information.

WYSIWYG Editor

- **Advanced Page Changes-** The What-You-See-Is-What-You-Get (WYSIWYG) editor allows you to make advanced page changes without any required technical knowledge. This makes editing or updating your system simple for anyone in your company.
- **Editor Access-** You are able to click on the Edit link located in any dynamic area of your website. This will open the WYSIWYG editor and give the Administrator (any user with access to the system) complete control over the content in that area.
- **Edit Functionality-** The WYSIWYG editor works in a similar fashion to Microsoft Word. You simply click buttons to format your text in any way you like. Change text size, make it bold, change the background color, move it to the right, and any other edits you wish to make.
- **Layout-** Edit the layout of your text through the table editor.
- **Links-** You can easily and efficiently create links to other websites or any location within your own site with just a few clicks. This will allow you to make changes to your current links, add links to other locations for ease of use, and remove links that you no longer want.

- **Archive Changes-** The WYSIWYG editor saves a copy of every version of your dynamic content. If a mistake is made or the new content isn't what you wanted, it is easy to revert to a previous version. Each step is archived through this function.
- **Media Uploads-** You can choose to upload any kind of media content directly onto your site using this editor. It makes it simple and converts it to fit in the dynamic areas you select.
- **Image Uploads-** Like media, the editor makes uploading images simple. You can upload any number of images and arrange them how you wish within the web page.
- **Video Uploads-** If you have the Video Package enabled, you will be able to upload any number of videos to your site. They will be encoded and play directly from your site in a standard embedded video player (similar to YouTube video player Functionality)
- **Audio Uploads-** If you have selected to have the audio package enabled, audio clips can be uploaded and played using our standard audio player.
- **Language Translation-** The editor also performs language translations so you can select to host content in other languages on your site.

eCommerce Online Web Store Upgrades:

- **Product Attributes-** Each product can add personalized attributes or include other products in the system as attributes. An example of a personalized attribute would be color and size. An example of adding a product would be giving the choice to have a helmet, gloves and a jacket to a snowboard purchase. Customized attributes can be stored in a profile and added to multiple products saving data entry time.
- **Category Development-** Category and subcategory creation is fully supported within this application. You are able to make any number of category / category and category / product associations. This will interact directly with the navigation for the shopping technology.
- **Checkout Process-** The check out process is a simple verify and purchase interface making the shopping experience very easy. Once an order proceeds to checkout there is a verification screen where the customer can change amounts, drop items and verify their purchase. From there they enter in their billing, shipping, preferred shipping carrier and credit/debit card information. Once the purchase is verified a confirmation page appears reviewing the order and a receipt email is sent to the customer with full details of the order.
- **Shopping Privileges-** Web visitors are able to create an account with your online store or shop as a guest. If they create an account they can log in, track their order (we support USPS and UPS) view their past purchases and send requests to the website admin. Customers with an account are also able to store credit / debit card information, and save their billing / shipping defaults so they can shop faster on their next visit.
- **Feature Products-** Feature products appear on the homepage of the web store. It is very easy to feature a product in the system. You simply check a box in the product edit screen and it features.
- **Shopping Specials-** Any product is able to go on special. You enter in a special price and it will show the original price with a mark through it. A product that has gone on special appears in the specials section of the store and has the option to be featured on the home page.
- **Up-sell / Suggestions-** The store supports the display of products that are set as standard up-sells and frequently purchased in tandem with the product in display. These appear in the base of the product page and on the basket confirmation page.
- **Website Carousel-** A site-wide image carousel of latest 25 product images (moving horizontal display of images in a carousel fashion viewable from each page of site.) can be turned on at any time. Products can be checked for inclusion in this or unchecked to be taken out.
- **New Product Announcements-** Customers and website visitors can sign up to receive new product details as you enter them into the system. The system automatically sends out an email announcement with the details of the new product.
- **Search Features-** There is a simple keyword search and an advanced search available to make larger product databases easier to navigate. The advanced search has additional information about the product available, for example manufacture and style.
- **Shopping Basket-** The system allows visitors to purchase any number of items and have them available in a shopping basket for when they are ready to check out. This basket can be remembered for when users come back if they create an account with you.



Professional Design and Content Development Credits

The eAffiliatePRO Enterprise Edition comes with 50 hours of professional design and content development credits to give your platform an attractive, customized appearance. These are added as a credit towards this platform to be used at any time after the purchase of the software. These credit hours may only be used for customizations to the product features detailed in this contract. Most clients are able to make all design revisions and content editing/creation within this time period. We charge standard hourly rates, available on our website, for any additional design and content development work that exceeds these fifty free hours. Keep in mind that requests outside of what is detailed in the contract may cause you to go over credit hours and be charged hourly. Any unused credit hours will expire upon delivery of project. This platform also includes up to \$30 of free image / photo purchases for use in the platform design. If the total cost of images purchased exceeds \$30, the price of images will be billed to the client at cost, or the client may choose to purchase the images themselves and send them to the Creative Director.

Technical Support and Assistance

If you need help setting up you can access the help file available to you. For additional assistance from one of our staff, an additional cost will be included. We are always available to consult or manage any part of the process. Please ask a representative about our Project Management options.

Languages

Our technology is written in a combination of PHP, various other web languages (XML, Soap, AJAX) and Action Script (flash code base) on a MySQL database structure. Our choice of language is based on flexibility, usability and a very strong existing code library that we have developed over time.

Weekly Meetings

Company will be allotted a weekly meeting time during the project with the project managers of Product2Web to discuss progress. Access to additional meetings will be provided upon company's request.

Training

We will give your staff full training on how to use the system. We can do this individually for up to 3 staff members or we can do up to 3 conference meetings to review the use of the system. Further training can be requested at an hourly rate.

Cost of Service, Time Frame and Installation

eAffiliatePRO Enterprise Upgrade base cost is \$5,295

Transaction cost of \$.75 per transaction applies to every transaction, and will be automatically billed to your account.

You must provide your payment information upon enactment of this contract. You will only be charged monthly following the activation of your technology.

Full payment for the eAffiliatePRO upgrade (\$5,295) due upon commencement of the project. You will receive an official invoice from Product2Web.

Estimated time to delivery and full installation is 5 to 7 weeks from the time contract is delivered to Project Manager. This process of scheduling creative and content interviews, assigning designers and developers, and officially turning project over to the Manager will take approximately 1 to 14 days from the time the contract is enacted. This time frame covers the exact details of what is found in this contract. Installation is included. Any additional scripting outside of the exact details of this contract will be billed on a Net 7 the Monday after the week the work was done.

Initials Product2Web _____ Client _____

Further Development on this Project

Once the system is in place we offer you continuing development services per hour on this particular project. This will allow you to customize the platform however you desire. We only bill when we are working on your projects. We are usually available to handle anything you need.

Product2Web 2 Year Limited Warranty

If your application fails to perform the specifications outlined in this contract, we will investigate the conditions which led up to the problem(s) of concern. If it's determined that the conditions which created the issue were directly related to the software/web development performed by Product2Web we will remedy the issues as quickly as possible.

Forthwith there are certain conditions such as choice of database structure, pre-existing code, service of the host, server attacks, moving the software away from installation point and other potential factors that may be determined by us to be in breach of this warranty. As a condition of this warranty no other party outside of assigned Product2Web staff may alter, access or move the code or software in any way without consultation and permission from Product2Web's executive staff. In the instance of such a violation, the warranty is void immediately.

Refund Policy

Product2Web does not generally offer refunds. However, because we value our customer's satisfaction, if a customer feels that a Product2Web product or service has excessively failed their expectations then they may contact us via email for individual consideration of a full or partial refund. As a convenience Product2Web offers the ability to use credit and debit cards for smaller payments toward products and services rendered. By signing this agreement client agrees not to charge back their payments to Product2Web and instead to work with Product2Web on arrangements for refund if one is offered. Refunds are fully left to the discretion of Product2Web.

Late Payment Policy

To ensure to the swift completion of your project, please make all your payments in a timely manner. All of the code for the projects we work on is to remain on the ApogeeInvent development server prior to an agreed to launch date. Client is able to access, test and use the code base on our servers in the same way they would if it was live on their servers. At launch, once the product cost and/or invoicing has been paid in full, we will transfer the code to the environment of choice for the client. We often work on live versions after the code has been launched. Once the project is launched we reserve the rights to maintain user log in information to the client's live code base during development and until all invoices are paid in full. We back up the code that we work on at the end of every work week. If payment is not executed within 5 business days of the due date on the Net 7 billing cycle, and arrangements for alternative payment is not made, ApogeeInvent will cease all development on the project until payment is made. A late payment fee of the greater of \$15 or 5% of the unpaid installment amount will also be added to the unpaid invoice(s). Although we are usually very flexible with clients that keep in good communications over payments, ApogeeInvent reserves the right to roll back the code to the previous version before the development was done in the period that remains unpaid. It is also under our discretion to shut off a platform at any time if payment has not been made in full, or charge hosting fees once the project is completed and remains on our server.

Project Credit Hours, Timeframe and Deadlines

Software and website development and distribution deadlines are meant to be a guideline, and we fully intend to meet all deadlines quoted to our customers. Due to the nature of custom agile development, timeframes can be compromised by unforeseen events or new client requests in the design and engineering process. We want our clients to have creative freedom to take the project in any direction they choose. However, keep in mind that requests made by you outside of this proposal, or third-party involvement, can add additional time and cost to the platform. Features that are listed may, as a result, go over credit hours if the client decides to take the project development in a new direction. We fully understand our client's have deadlines surrounding funding and marketing objectives for delivery of their product. We do everything



we can to match our development speed and delivery to these deadlines. In the software industry unrealistic deadlines can result in a poor quality of software and therefore on occasion we will extend deadlines to assure that high quality and usable products are produced from our projects. We do not guarantee that project completion will occur by the quoted deadline or credit hours.

Custom Development

All custom development is billed hourly based on the current pricing found on our website. Due to the nature of custom development, we offer our clients incremental reporting on their projects. All of the engineering we do is well documented and submitted with our invoicing. Hours spent in client meetings, coding, debugging, testing and installing a customized platform are all considered billable hours. (Product platform installation is included in product price.)

Ownership

Client is receiving a service and may use the software platform developed by Product2Web as they see fit within the constraints of their own enterprise. Client may sell their business and the service agreement along with it, valuing the service with that purchase. Client is receiving an unlimited license to possess and use the software platform developed by Product2Web as they see fit within the constraints of their own enterprise. Client may sell their business and the platform along with it, valuing the software application with that purchase, but may not simply replicate the code structure and begin selling the code base as a product or duplicate it for any other purpose other than backup without further contracting with Product2Web. The code base and modules used to develop all Product2Web technology are part of the Product2Web dynamic skeleton code base and rights are retained by Product2Web, their partners, and their developers. Client agrees to allow Product2Web to use their project in marketing efforts including but not limited to samples, case studies, in their portfolio, or other locations. Product2Web may also include a small label on the work they have performed.

Entire Agreement

This agreement contains the entire understanding of the parties and supersedes any and all previous verbal and written agreement or understandings. There are no other agreements, representations or warranties not set forth in this agreement. This agreement will bind, and inure to the benefit of, the parties and their respective successor and assigns. Any modification, amendment, or waiver of any provision of this agreement may be made only in writing and signed by both parties. The failure by any party to exercise any rights granted herein upon the occurrence of any event set forth in this agreement shall not constitute a waiver of any such rights upon the occurrence of any such event. In the event any provision of this agreement is held to be in violation of any law, statue, regulation, ordinance, or court order, this agreement shall be deemed modified accordingly and to the extent necessary to comply therewith and shall otherwise continue full force and effect. This agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho, and any action, claim or proceeding under this agreement shall be commenced exclusively in the federal or state courts located in the State of Idaho. This agreement may be executed in several counterparts, each of which shall constitute one and the same instrument. Section or paragraph headings in the agreement are for convenience of reference only.

Arbitration Provision

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Terms and Conditions of Service

- 1) **Prohibited Content.** The content of the Advertiser Website(s) incorporating any Program(s) may not promote, advocate, facilitate or otherwise include any of the following ("Prohibited Content"):
 - (a) Racial, ethnic or political hate-mongering or otherwise objectionable content;
 - (b) Investment, money-making opportunities or advice not permitted under law;
 - (c) Violent imagery or profanity;
 - (d) Pornographic, obscene, sexually explicit or related content;
 - (e) Material that defames, abuses, is libelous, is tortuous or threatens physical harm to others;
 - (f) Material that impersonates any person or entity;
 - (g) Any indication that any statements Advertiser makes are endorsed by Product2Web or an Advertiser, without Product2Web's specific prior written consent;
 - (h) Promotion of illegal substances or activities (e.g., illegal narcotics, how to build a bomb, counterfeiting money, etc.);
 - (i) Material that discriminates on the basis of race, ethnicity, gender, age, disability, religion or sexual orientation;
 - (j) Content which is inappropriate or harmful to children;
 - (k) Promotion of terrorism or terrorist-related activities, sedition or similar activities;
 - (l) Software pirating (e.g., warez, hotline);
 - (m) Hacking or phreaking;
 - (n) Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (o) Any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), programs that instigate the spread of viruses, services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet;
 - (p) Any software, product or service that harvests or collects the personal information of Internet users, whether or not for commercial purposes, without the express consent of such users;
 - (q) Any spoofing, redirecting or trafficking from other websites in an effort to gain traffic;
 - (r) Any content that infringes upon the intellectual property rights of any third party;
 - (s) Any material that otherwise infringes upon the rights of any third parties including, without limitation, false advertising, unfair competition, invasion of rights of publicity or privacy, violation of any anti-discriminatory law or regulation, or any other right of any person or entity;
 - (t) Gambling, contests, lotteries, raffles, or sweepstakes;
 - (u) Any material that violates the CAN-SPAM Act of 2003, as amended ("CAN-SPAM"), the Federal Trade Commission Act, as amended ("FTC Act"), or the Children's Online Privacy Protection Act ("COPPA"); or
 - (v) Any illegal activity whatsoever (including any violations of applicable U.S. state or federal law or regulation, or the laws of any other jurisdiction in which Advertiser conducts business).
- 2) **Fraudulent Activity.** Advertisers may not engage in any fraudulent activity ("Fraudulent Activity") in connection with the promotion of any Programs.
- 3) **Confidential Information.** When used in this Agreement, the term "Confidential Information" shall mean the terms of this Agreement and all proprietary information, data, trade secrets, and business information, including but not limited to the identities of the Advertisers, the Program rates for Events, and other information of any kind whatsoever, which a party discloses ("disclosing party"), in writing, orally or visually, to the other party ("receiving party"), or to which the receiving party has access, in connection with discussions, negotiations and performance between and by the parties. The receiving party agrees to use the disclosing party's Confidential Information solely for the purposes contemplated by this Agreement, and to refrain from disclosing the disclosing party's Confidential Information to any third party, unless (a) any disclosure is necessary and permitted in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties, (b) any disclosure is required by applicable law; provided, that the receiving party uses reasonable efforts to give the disclosing party advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an

order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure, or (c) any disclosure is made with the written consent of the disclosing party.

- 4) Privacy. Advertisers agree to follow all FTC regulations regarding the privacy of personal information collected from customers through the Product2Web system. All personal information collected through Product2Web will be used only for purposes defined in the privacy agreement available on the Product2Web website. It is the responsibility of the Advertiser to review the privacy policy. Advertiser is also responsible for ensuring legal compliance to all regulations and restrictions that exist. Product2Web will not be liable for misuse of personal information or failure of Advertiser to abide by FTC, or any other governing agency's, regulations.
- 5) Termination. In addition to any other termination rights contained herein, either party may terminate this Agreement upon three (3) business days prior written notice to the other party, for any reason or no reason. This Agreement may be terminated at any time by a party, effective immediately upon written notice, if the other party (a) files a voluntary petition in bankruptcy, (b) makes an assignment for the benefit of its creditors, or (c) breaches any of the material terms of this Agreement or the any of the other policies referenced herein.
- 6) Indemnification. Advertiser, on its own behalf and on behalf of its Third Party Advertisers, will defend, indemnify, and hold harmless Product2Web, the Advertisers, and their respective affiliates, directors, employees, agents, successors and assigns from all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorney's fees and expenses) (collectively "Claims") arising from or related to: (a) any breach of Advertiser's obligations under this Agreement and/or any Program terms and conditions, including the representations or warranties contained therein, (b) any claim that Advertiser infringes upon any rights of any third party, (c) any allegation that Advertiser or its partners or other agents violated any foreign or domestic, federal, state or local law or regulation, including but not limited to CAN-SPAM, (d) Advertiser's improper or unauthorized use of the Product2Web Site or any Program, (e) any third party claim related to the Advertiser Website, e-mails and/or marketing practices, (f) any content, goods or services offered, sold or otherwise made available by Advertiser on or through the Advertiser Website, e-mails or otherwise, or (g) a Third Party Advertiser's breach of any obligations or warranties set forth herein. Product2Web reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Advertiser hereunder. Advertiser acknowledges that the Advertisers are intended third party beneficiaries of these indemnities. Advertiser agrees that it will not assert a defense based upon lack of privity against any Advertiser seeking to enforce this Agreement.
- 7) Advertiser Warranties:
 - a) The advertiser or advertising agency is responsible for any refunds and/or any and all guarantees that are made regarding the products or services they are providing. All monies collected by Product2Web for publication and use of the system, or monies collected by partner companies for any associated work, will not be issued back to the advertiser if a third party refund is requested.
 - b) Advertised products must be compliant with the regulations in the country where the advertisement will be seen. Advertisements for pharmaceutical products (including NDA products) that are subject to the U.S. Food and Drug Administration (FDA) oversight must comply with FDA regulations regarding advertising and promotion.
 - c) Advertiser is the legal owner or is licensed to sell their product and distribute it.
 - d) Advertiser agrees not to hold Product2Web responsible for ensuring the accuracy of any advertiser claims, commitments; furthermore, advertiser agrees to be solely responsible for the creation, quality, fulfillment, and customer service of their product(s) or service(s). Product2Web has no responsibility to create, monitor the quality of, fulfill orders for, or offer customer service on any product(s) or service(s) sold or distributed by advertiser.
 - e) Advertiser is accountable for responsible and accurate portrayal of their company, products, and / or services. Product2Web accepts no responsibility for false or faulty information regarding the Advertiser and its product(s) / service(s).
- 8) Miscellaneous.
 - a) Entire Agreement. This Agreement, together with the E-Mail Policy, the Search Marketing Policy, the Downloadable Software Policy, the Privacy Policy and the Website Terms of Use, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties whether written or oral.
 - b) Assignment. Advertiser shall not assign this Agreement and any rights or obligations hereunder without the express written approval of Product2Web, which approval shall not be unreasonably withheld. Product2Web may assign this Agreement with or without Advertiser consent.
 - c) Attorneys' Fees. Product2Web shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, other professionals' fees, and other collections costs, and prejudgment interest at a rate of 1.5% per month or the maximum legal rate, whichever is less, in any action or proceeding arising out of or related to



this Agreement resulting from the gross negligence or willful misconduct of Advertiser, or that results from Advertiser's breach of the Agreement.

- d) Product2Web may change the terms set forth herein at any time, provided that no such change applies to ads whose closing date precedes the announcement of the change.
 - e) Product2Web is not responsible for incidental or consequential damage for errors in displaying an ad or that result from any Product2Web technology or services.
- 9) Right of Refusal. Product2Web reserves the right to reject any advertising that it believes is not in keeping with the publication's standards or is deemed unsuitable or misleading.

Signature

Upon client signature and initial of each page this contract will be officially enacted and stand as the legal and binding document for the work to be accomplished.

Client Name (Please Print) _____

Business Name (If Applicable) _____

Sign _____ Date _____

Fax Number for contract signature delivery _____ - _____ - _____

.....

Please fax to 360.251.8734 (Every page with initials and this signature page)

.....

Product2Web Official Representative

Name _____

Title _____

Sign _____ Date _____



Signature

Upon signature and initial of each page this contract will be officially enacted and stand as the legal and binding document for the service provided and conditions herein.

Client Name (Please Print) _____

Sign _____ Date _____
Please fax to 832.533.8090

Brandon McDonald, CEO Product2Web

Sign _____ Date _____