

Affiliate Agreement

This Affiliate Agreement ("Agreement") contains the terms and conditions that apply to your participation as an affiliate ("you" or "Affiliate") in the SecureChecks (the "Company") Affiliate Program.

Affiliate acknowledges that it may participate in the Company Affiliate Program only under the terms and conditions set forth below, and that subsequent to Company accepting this Agreement, Company will, in its sole discretion, determine whether or not to accept Affiliate into Company's Affiliate Program.

By submitting an application to become an Affiliate, you warrant that you have read and understand this Agreement, and you agree to be bound by it.

To begin the enrollment process, you must submit a complete Affiliate Program Application via the Company Web site. We will evaluate your application and notify you of your acceptance or rejection. We reserve the right in our sole and absolute discretion, to accept or reject your application for any or for no reason whatsoever.

Upon notice of acceptance of your application, this Agreement shall be effective between you and the Company ("us" or "we"). If we reject your application you will not be able to participate in the Company Affiliate Program.

1. **Definitions.** Throughout this Agreement, capitalized terms shall have the meaning ascribed to them in quotes. In addition, for purposes of this Agreement, the following definitions apply:
 - 1.1. "Advertising" or "Advertisements" means any and all banner or box-style advertisements, pop-up or pop-under placements, text links or other similar solicitations through the Internet that promote Company Products or Services and that contain a Link to the Company Site.
 - 1.2. "Affiliate" means any person or entity that has submitted an Affiliate Program Application and has been accepted for participation in the Company Affiliate Program in accordance with the terms of this Agreement.
 - 1.3. "Agent" is defined in Section 5.8.
 - 1.4. "Company Brand Features" means Company trade names, trademarks, service marks and/or logos authorized by Company.
 - 1.5. "Company Products and Services" means those proprietary products and services currently offered on the Company Site, which currently consists of blank and pre-printed checks, tax forms, products for tax professionals and office supplies, and any proprietary products or services as may be offered at a future date on the Company Site during the Term of this Agreement. "Company Products and Services" does not include products and services offered by third parties on or through the Company Site.

- 1.6. "Company Site" means the Company Internet site currently located at www.SecureChecks.com or any page, section, subsection or subdirectory thereof, and any other additional, substitute or successor site that may be designated by Company under this Agreement.
- 1.7. "Customer" means any person or entity who (i) successfully purchases a Company Product or Service from the Company Site (ii) using a Link and (iii) through such Link provides a valid email address and valid credit card information to facilitate such purchase via the Company Site, and (iv) provided that the person or entity has not previously purchased a product or service through the Company Site.
- 1.8. "Intellectual Property Rights" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.
- 1.9. "Link" means an embedded graphic, icon or text containing a unique hypertext pointer to the URL address for the Company Site that is embedded in an Advertisement and that identifies consumers that become Customers via the Advertisement.
- 1.10. "Commission" is defined in Section 4.1.
- 1.11. "Term" is defined in Section 2.1.

2. **Term and Termination.**

- 2.1. The term of this Agreement ("Term") will begin upon our acceptance of your application and will end when terminated by either party in writing or by email.
- 2.2. The Term of this Agreement shall be continuous, unless and until either party properly terminates this Agreement, in accordance with the following: (i) either party may terminate this Agreement immediately by giving notice to the other party; or (ii) Affiliate agrees and acknowledges that if Affiliate breaches any provision of this Affiliate Agreement Company may immediately terminate Affiliate from the Affiliate Program. Upon termination of this Agreement, Affiliate must immediately remove from Affiliate's Web site(s) and cease using any Advertising or Links. Following termination of this Affiliate Agreement, Affiliate agrees to refund any amounts that were earned from Company in breach of this Agreement.
- 2.3. Upon termination of this Agreement, Affiliate shall immediately cease serving or using Advertisements.
- 2.4. No Commissions or bonuses shall be due with respect to Customers who register after the date of termination. We reserve the right to withhold your final payment for up to 90 days as necessary to calculate properly any amount due to you.

- 2.5. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will be extinguished, except for those rights and obligations that either by their express terms survive or that are otherwise necessary for the enforcement of this Agreement. Sections 5.5 and 8-21 of this Agreement, inclusive, and the provisions of this Agreement that impose obligations on Affiliate, shall survive any termination of this Agreement.
- 2.6. Company may terminate Affiliate from its Affiliate Program and Affiliate will forfeit all monies resulting therefrom if:
- (a) Affiliate has become or is likely to become subject to litigation or other regulatory legal action that may adversely affect Company's business;
 - (b) Affiliate sends unsolicited emails to Company users, provides false account information, or falsely or wrongfully increases the amount of Commissions payable; or
 - (c) Affiliate does not comply with any provision of this Agreement.

3. Obligations of Company.

- 3.1. Upon acceptance of your application, you will have the ability to enter the password-protected site for the Affiliate Program ("Affiliate Program Site"). The Affiliate Program Site will contain certain sales reports and traffic information related to your affiliate relationship with Company. These reports will contain estimates of (i) the number of Internet user click-throughs to the Company Site from use of Advertising and (ii) the Commissions payable to you pursuant to Section 4.1, below. Affiliate acknowledges that there may be delays in the reporting of information and the Commissions paid to you, and adjustments for chargebacks may be made after reporting of any sale.
- 3.2. Company shall provide you with all Advertising and you shall use only Advertising provided by Company in promoting Company and/or the Company Products and Services. The Advertising available for your use will be made available on the Affiliate Program Site. Company shall be solely responsible for creating and modifying all Advertising.

4. Commission.

- 4.1. During the Term of this Agreement, Company shall pay you a fee ("Commission") for each completed sale you deliver as of the last day of the month, as documented on the reporting system located on the Affiliate Program Site. Company reserves the right to adjust the Commission payable to you to the extent of any reporting errors, fraudulent sales, fraudulent or automated clicks or intentional manipulations of the registration or sales process, all as determined in our discretion. In addition to all other remedies available to us, we shall have the right to refuse to make any payment to you with respect to any Customer that we determine was obtained as a result of promotional efforts that were in breach of this Agreement. The Commissions payable shall be in accordance with the

Commission pricing schedule set forth in the Company Payment Schedule located on the Company Affiliate Site. Company reserves the right to change the Commissions payable hereunder by providing email notice to you and/or reflecting such changes on the Company Payment Schedule. Any decrease to the Commissions shall become effective immediately after notice to you or posting of the new Commission on the Company Payment Schedule.

- 4.2. Company shall cause to be paid to you any such Commissions approximately on the 20th day of the month after the month during which they were earned. Notwithstanding anything herein to the contrary, there may be up to 14 days of delay in between the reporting of a sale and the reporting of Affiliate's Commission through Affiliate's Account page in our service, and adjustments for chargebacks may be made up to 40 days after the reporting of the purchase.

5. Certain Obligations of Affiliate.

- 5.1. As an Affiliate, you are permitted to promote the Company Products and Services only through Advertisements made in the following manner: (i) Links from your Web site to the Company Site, (ii) Links or pop-ups or pop-under placements on Web sites for which you have received express written permission from such sites to serve such links or placements and as otherwise subject to the limitations set forth in this Agreement, and (iii) emails in compliance with law and this Agreement.
- 5.2. All promotional activities undertaken by you to promote the Company Products or Services shall be made in accordance with prudent business practices and in accordance with all applicable laws and regulations. All information obtained at the Company Site from individuals linking to the Company Site shall be the sole and exclusive property of Company and, except as specifically provided herein, you shall neither have access to such information nor use any device, technique or software to obtain information from the Company Site.
- 5.3. You shall replace any Advertising displayed on your site with any new Advertising provided by Company within three (7) days after receiving notice from Company of the new Advertising. You shall not modify any Advertisement in any way.
- 5.4. Your site shall not in any way copy or resemble the look and feel of the Company Site, nor shall you create the impression that your site is the Company Site or a part of the Company Site. You shall not use the name of the Company or the Company Web site or any variation or misspellings thereof in your URL. You shall not frame or permit the framing of any page of the Company Site.
- 5.5. During and after the Term, you will not disparage Company, the Company Site or the Company Products or Services, or portray any of these in a derogatory or negative manner.

5.6. You will be solely responsible for the development, operation, and maintenance of your site and for all materials related thereto. For example, you will be solely responsible for:

- the technical operation of your site and related equipment
- creating and posting Company descriptions on your site and linking those descriptions to the Company Site
- the accuracy and appropriateness of materials posted on your site (including, among other things, all product-related materials)
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libelous or otherwise illegal
- ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, losses, and expenses (including, without limitation, attorneys' fees, payable as incurred) relating to the development, operation, maintenance, and contents of your site, use of the Advertising, violation of this Agreement, and/or violation of any right of another party.

5.7. This Agreement may not be assigned or otherwise transferred by you without the express written consent of Company.

5.8. You shall not provide any Advertisement to any third party, subaffiliate or agent ("Agent") without the written permission of Company. Any such permission must clearly identify the third party, subaffiliate or agent and include their business name, physical address, and Web site URL. It is within the sole and exclusive discretion of Company to grant or deny any such permission and, even if granted, such permission may be revoked by Company for any reason or for no reason at any time.

5.9. Company shall not be a party to any agreement that you have with an Agent and you are not authorized to make any commitments on behalf of Company to any such Agent, including commitments regarding payment of fees to the Agent by Company or commitments for licenses to Company's name, logo(s), any provided images, or other intellectual property. Agents are not third party beneficiaries of this Agreement with Company. Any breach by your Agents of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by you and Company shall have full recourse against you with respect to such breach.

6. **Ongoing Compliance.** Affiliate's continuing compliance with this Agreement is a condition of continuing participation in the Program. Company reserves the right to review and audit Affiliate's Web site from time to time to determine if Affiliate is in continued compliance with this Agreement. Affiliate's Web site must be and remain fully functional.
7. **Adult Content and Other Unacceptable Content.** Affiliate may not post adult-oriented content on any page on which the Advertising appears. Company considers content to be "adult" if it contains nudity, is sexually explicit, pornographic, lewd, obscene, primarily intended for sexual gratification or is otherwise inappropriate for minors, as determined in Company's sole discretion. Affiliate may not post any offensive or incorporate images or content that is in any way harmful, threatening, obscene, harassing or racially, ethnically or otherwise objectionable, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, as determined in Company's sole discretion.
8. **Use of Advertiser Content.**
 - 8.1. Affiliate agrees that it is sublicensed only the exact Advertising provided by Company and only in the form and manner available from and as specified by Company. Advertiser shall have complete discretion to evaluate Affiliate's use to decide whether that use violates any applicable terms and conditions.
 - 8.2. Affiliate may not distribute, transfer, sublicense or otherwise use the Advertising in a manner inconsistent with this Agreement.
 - 8.3. Affiliate acknowledges that Company owns and will retain all right, title, and interest in the Advertising, including, without limitation, any proprietary rights that may be developed in the future.
 - 8.4. Affiliate will ensure that the presentation of the Advertising is consistent with Company's own use of the Advertising in comparable media.
 - 8.5. Affiliate will not remove or modify any trademark, service mark, or privacy policy notices from the Advertising.
 - 8.6. Affiliate will not present or use the Advertising: (i) in a manner that could be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of Company, or Company's representatives; (ii) in a manner that is misleading, defamatory, libelous, obscene, or otherwise objectionable, in Company's reasonable opinion; (iii) in a way that infringes, derogates, dilutes, or impairs the rights of the Advertising; or (iv) as part of a name of a product or service of a company other than Company.
 - 8.7. Affiliate will make any changes to its use of the Advertising as are requested by Company.

- 8.8. Affiliate will not publish any prices, special offers or discounts in connection with the Advertising on its Web site, unless such prices, special offers or discounts were included by Company in the unmodified Advertising.
- 8.9. ALTERING OR ANY UNAUTHORIZED USE OF THE ADVERTISING IS STRICTLY PROHIBITED AND WILL RESULT IN TERMINATION FROM THE PROGRAM WITHOUT PAY. ALL RIGHTS NOT EXPRESSLY GRANTED BY COMPANY ARE RESERVED.
9. **Modification.** Company may modify any of the terms and conditions contained in this Agreement at any time in our sole and absolute discretion effective immediately upon notice to you. Modifications may include, but are not limited to, changes in Commissions, payment procedures, and permitted promotional activities. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE AFFILIATE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE OR NEW AGREEMENT, AS APPLICABLE.
10. **Disclaimer.** THE COMPANY SITE AND RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE COMPANY SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF THE COMPANY SITE, OR ANY THIRD-PARTY'S PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY YOUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND COMPANY SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. COMPANY SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF YOUR CUSTOMERS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF COMPANY'S PRODUCTS OR SERVICES.
11. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE AFFILIATE PROGRAM. WITHOUT LIMITING THE FOREGOING, COMPANY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE

TOTAL COMMISSIONS PAID OR PAYABLE TO AFFILIATE UNDER THIS AGREEMENT, BUT IN NO EVENT GREATER THAN \$25,000.

12. **Relationship of Parties.** Affiliate and Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties. Affiliate will have no authority to make or accept any offers or representations on Company's behalf. Affiliate will not make any statement, whether on the Affiliate's site or otherwise, that reasonably would contradict anything in this Section. Affiliate, as an independent contractor, will have sole responsibility for its expenses, taxes, employees, sales representatives and agents.
13. **Public Announcements.** Affiliate may not make any public announcement or press release about the terms or existence of the Agreement without Company's prior written approval and consent.
14. **Confidentiality.**
 - 14.1. Affiliate acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business, plans, customers, technology, products and services that are confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. In particular, the parties hereto acknowledge that the information regarding Customers obtained during the Term and the effectiveness of Advertising hereunder are highly confidential and valuable to Company. Affiliate agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such information revealed to it as a result of or arising out of the relationship hereunder (other than to fulfill its obligations under this Agreement). Affiliate shall take every reasonable precaution to protect the confidentiality of such information.
 - 14.2. Notwithstanding anything in this Section to the contrary, any information (i) required by legal process to be disclosed, (ii) already in the public domain or (iii) released through no fault of the parties, will not be considered confidential information hereunder.
15. **Reservation of Rights.** Company reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. Company retains all right, title, and interest in and to the Company Brand Features and the Company Site, together with all Intellectual Property Rights thereto.
16. **Program Information.** Company will own all right, title and interest in and to all information that is created or collected in the operation of the Company Site including, without limitation: (i) any contact information collected from any Customers (the "Contact Information"); and (ii) any information collected about product or services sales at the Company Site generated through the Affiliate Link(s) (the "Sales Information"). Company may make certain Sales Information available online to Affiliate from time to time. Affiliate will not disclose any Sales Information to any third party without

Company's prior approval and not use such Sales Information without the approval of Company.

17. **Order of Precedence.** In the event of an inconsistency between other agreements between Company and Affiliate (if any), and this Agreement, this Agreement will control.

18. **Miscellaneous.**

18.1. This Agreement shall be treated as though it were executed and performed in Coleman, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas (without regard to conflict of law principles).

18.2. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

18.3. This Agreement may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger.

18.4. If any provision of this Agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held illegal, invalid or unenforceable, it shall be replaced, to the extent possible, with a legal, valid, and unenforceable provision that is similar in tenor to the illegal, invalid, or unenforceable provision as is legally possible.

18.5. No waiver of any provision of this Agreement shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing.

18.6. Our rights under this Agreement shall survive any termination of this Agreement.

18.7. The title, headings and captions of this Agreement are provided for convenience only and shall have no effect on the construction of the terms of this agreement.

18.8. Notices may be made by Company by email or through posting on the Company Site.

18.9. Notices and other communications to you, as required or permitted to be given hereunder, that are posted on the Company Site and/or otherwise e-mailed to the e-mail address provided in your application, shall be deemed effective upon posting or e-mailing. Notice or other communications to Company shall be sent by e-mail to Support@SecureChecks.com and shall be deemed effective one business day after e-mailing.

18.10. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement

contains the entire agreement between Company and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Company and Affiliate with respect to the subject matter hereof.

- 18.11. Each party hereby represents that it has the authority and capacity to enter into this Agreement, including that all individuals executing this Agreement are 18 years of age or older.
- 18.12. This Agreement constitutes the entire agreement between Company and Affiliate and governs participation in the Affiliate Program, superceding any prior or contemporaneous agreements between Company and Affiliate.
19. **Arbitration.** Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof and the enforceability of this arbitration clause), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential binding arbitration in Coleman, Texas, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Texas (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this Agreement shall be conducted under the rules of JAMS in existence at the time of the commencement of the arbitration. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Each party shall bear its own attorneys' fees, costs, and expert witness fees. Each party shall bear one-half of the arbitration fees and arbitration costs incurred through JAMS.
20. **Independent Investigation.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.
21. **Acknowledgement.** BY REGISTERING FOR THE COMPANY AFFILIATE PROGRAM, YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT TO THE SAME EXTENT AS IF YOU HAD PERSONALLY SIGNED THIS DOCUMENT.