

Affiliate/Independent Contractor Agreement

This Agreement contains the complete terms and conditions which you (the "Affiliate") agree to be bound by as a participant in the Web Market Authority ("Terry Lamb LLC") affiliate program (the "Program") and which shall apply once your application to participate in the Program has been accepted by Terry Lamb LLC, from this point on referred to as "Web Market Authority.

You agree that you are of proper legal age to enter into this agreement and that by making the effort to participate and/or make a profit you agree to the terms stated here.

ARTICLE 1. INTRODUCTION

1.01 "Web Market Authority" is the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the contents, logos, style, design, look and feel, trade names, trademarks to all literary works, computer software programs, products, goods and services (including and all future versions thereof) currently entitled the ("Product/Service"). Product/Service refers to the singular as well as the plural.

1.02 "Web Market Authority" intends to sell and distribute the Product/Service electronically and or physically using, in part, third party affiliates who may establish links to the "Web Market Authority" Web site where the Product/Service will be offered for sale.

1.03 If, in the future, if "Web Market Authority" sells and distributes any other goods or services through the Internet, it may be offered to its Affiliates at that. Such goods or services shall be included in the defined term "Product/Service" and this Agreement shall then also apply to such goods or services.

ARTICLE 2. PARTICIPATION & REPRESENTATION

2.01 "Web Market Authority" hereby grants to the Affiliate the non-exclusive and revocable right to market and advertise the Product/Service and to establish links to the "Web Market Authority" Web site if desired, in accordance with this Agreement.

2.02 The Affiliate shall diligently and continuously market and advertise the Product/Service through the Internet or over the Phone and is allowed to develop, operate and maintain links from its site to the "Web Market Authority" site at its sole cost and expense.

2.03 The Affiliate represents and warrants to "Web Market Authority" that this Agreement has been duly and validly executed and constitutes and shall continue to constitute a legal obligation, enforceable in accordance with its terms.

ARTICLE 3. AFFILIATE SALES COMMISSIONS

3.01 If, as a result of a direct advertising/telemarketing effort of the Affiliate, a referred customer of the Affiliate or of a member of the Affiliate's team (as defined) orders and pays for the Product or other goods or services sold by "Web Market Authority" in the future, "Web Market Authority" shall pay the Affiliate a sales commission determined in accordance with the Affiliate Compensation Schedule which follows this Agreement and which forms an integral part of it. The commission is based upon the paid selling price of the purchased goods or services before tax and excluding returns ("Sales Commission").

3.02 AN AFFILIATE SHALL NOT RECEIVE A SALES COMMISSION FOR A PRODUCT PURCHASE MADE, DIRECTLY OR INDIRECTLY, BY HIMSELF/HERSELF. "Web Market Authority", in its sole and complete discretion may create multiple level compensation plans. In the case of a multiple level compensation plan, an Affiliate's Team means all Affiliates introduced to the Program by the Affiliate in question. In the event that more than one Affiliate claims the same commission for a sale, "Web Market Authority" shall select the Affiliate which shall receive the compensation.

3.03 The Affiliate shall be responsible for all taxes and other similar levies applicable to the Sales Commission pursuant to any law or regulation. The Affiliate shall report the Sales Commission to its taxation authorities as required by law.

3.04 "Web Market Authority" shall make affiliate payments at companies discretion on a per sale or monthly basis. "Web Market Authority" shall, on or about the TBD of each month, mail or otherwise transmit the Sales Commission representing the amount payable for the sales completed in the previous month. Sales statistics of the referred transactions, supporting the amount paid, shall be made available upon request, however affiliates are responsible for tracking their own sales. An electronic means of tracking affiliate sales will be provided for affiliates referring 20 or more clients (special arrangements will be made). Affiliates will receive the Sales Commission in US Dollars. For administrative convenience, if the Sales Commission is less than \$100 dollars in a month, it shall be mailed during a future month. The Affiliate may receive the Sales Commission where the amount in question is less than \$100 dollars by advising "Web Market Authority" and assuming "Web Market Authority's" cost of making the payment. If an Affiliate maintains a balance of less than \$100 dollars of Sales Commission in a period of 12 consecutive months without asking for payment during that time, the Sales Commission shall be forfeited. Sales Commission overpayments may be deducted from future payments or shall be reimbursed by the Affiliate.

3.05 Upon written request and at the Affiliate's expense, the Affiliate may cause "Web Market Authority's" books and records to be examined by an independent firm of accountants to ensure compliance with this Agreement. In the event that the examination reveals an underpayment error of more than 5%, the underpayment and the reasonable cost of the examination to a maximum of \$100 dollars shall be paid by "Web Market Authority". If the examination does not reveal an underpayment as aforesaid, the Affiliate shall compensate "Web Market Authority" for its reasonable cost to a maximum of \$1000 dollars. The firm of accountants utilized shall limit the scope of their examination to the relevant information regarding the Sales Commission and shall keep private and confidential all information obtained in the course of the said examination.

ARTICLE 4. AFFILIATE SITES AND PROMOTION METHODS

4.01 The Affiliate shall be solely responsible for all materials that appear on its site. It shall strictly adhere to all applicable laws and regulations in conducting its business and more specifically in marketing and advertising the Product. Without restricting the generality of the foregoing, the Affiliate shall not send unsolicited e-mail and shall not send e-mail or any other communication to a recipient if the recipient has requested that it discontinue such communication, nor shall it send or display on its Web site any material that may be considered to be harassing, libelous, defamatory, legally obscene or pornographic, threatening, abusive or hateful.

4.02 "Web Market Authority" shall have the right, but not the obligation, to pre-approve the graphics and logos used on any Web site which is linked to its site. Furthermore, the Affiliate shall annotate its site with appropriate copyright, trademark and other similar notices, which shall be approved by "Web Market Authority". If the Affiliate specifies a price point for the Product in its marketing and advertising, it shall ensure that it is updated regularly to reflect all price changes.

4.03 "Web Market Authority" shall have the right to monitor the Affiliate's Web site (if a website is used) at any time and from time to time to determine if it is in compliance with the terms and conditions on this Agreement.

4.04 The Affiliate agrees not to use any predatory advertising methods designed to generate traffic from sites that they have not contracted with in the online promotion of "Web Market Authority" products, services or affiliate program. Predatory advertising is defined as any method that creates or overlays links or banners on web sites, spawns browser windows, or any method invented to generate traffic from a web site without that web site owner's, knowledge, permission, and participation. Examples include, but are not limited to, keyword parsing, browser plugins such as TopText and Surf+, banner replacement technology such as Gator, browser spawning technology that is not web site dependent. Participation in predatory advertising programs will be cause for the affiliate's immediate termination.

ARTICLE 5. ORDER PROCESSING

5.01 "Web Market Authority" shall establish the procedures of selling the Product including, without limitation, the placement of orders, pricing, payment terms, processing, delivery, returns etc. Without restricting the generality of the foregoing, "Web Market Authority" shall have the right to cancel, suspend or delay any order for the Product, including the right to discontinue selling the Product at any time.

ARTICLE 6. LICENSES AND GOODWILL PRESERVATION

6.01 "Web Market Authority" shall have the right, but not the obligation, to approve, in its sole and absolute discretion and with due regard to the protection and preservation of the goodwill of the Product any promotional, advertising or marketing item used by the Affiliate. The Affiliate shall make all deletions and modifications suggested by "Web Market Authority" on any site where the Product/Service is mentioned.

6.02 The Affiliate shall acknowledge and clearly identify and respect that all proprietary information, trademarks, copyrights and all other similar rights in and arising out of the Product are, and shall continue to be, the exclusive property of "Web Market Authority". In the event the Affiliate learns of any claim or allegation that the Product infringes upon or violates any intellectual property or proprietary rights of a third party, or contains any unlawful, libelous, or untrue statement, it shall immediately notify "Web Market Authority" so as to enable "Web Market Authority" to defend, settle or otherwise resolve the claim or allegation in a manner that "Web Market Authority" deems appropriate in its sole discretion.

6.03 Customers who purchase the Product/Service through the Program shall be deemed to be customers of "Web Market Authority", and the Affiliate shall refer all Product-related questions, requests or queries to "Web Market Authority". "Web Market Authority" shall have the right to utilize the Affiliate's name and logo to advertise, market, promote and publicize in any manner the Product/Service.

6.04 The Affiliate shall not make or give to a customer or a potential customer any warranty, representation or other statement concerning the Product without first obtaining the written consent of "Web Market Authority".

ARTICLE 7. RELATIONSHIP OF PARTIES

7.01 While the parties shall work hand-in-hand for the benefit of both, the parties acknowledge and agree that the Affiliate shall, from a legal perspective, act as and shall be an independent contractor and not an employee or agent of "Web Market Authority". Nothing in this Agreement shall create a partnership, joint venture, agency, or franchise between the parties in the legal sense of these terms. The Affiliate shall not sign any document in the name of or on behalf of "Web Market Authority" nor shall it hold itself out as being an agent of "Web Market Authority" or as having apparent authority to contract for or bind "Web Market Authority".

ARTICLE 8. LIMITATION OF LIABILITY

8.01 In no event shall "Web Market Authority" be liable for special, incidental, consequential or punitive damages, including, without limitation, any damages resulting from loss of profits, loss of business or loss of goodwill arising out of or in connection with this Agreement or the Product, whether or not such party has been advised of the possibility of such damages. "Web Market Authority" shall not be liable for any damages if, for any reason whatsoever, its Web site fails or is non-operational for any reason whatsoever.

ARTICLE 9. TERM OF THE AGREEMENT

9.01 In the event that the Affiliate breaches any of the undertakings or obligations set forth in this Agreement and does not remedy same within 7 days notice from "Web Market Authority", it shall automatically forfeit the Sales Commission then receivable or receivable at any time in the future. "Web Market Authority" shall, in addition, have the right to terminate this Agreement and shall retain all other rights and remedies available to it at law or in equity.

9.02 This Agreement shall automatically terminate if the Affiliate ceases to actively market the Product/Service for a period of 90 days. "Web Market Authority" shall have the right but not the obligation to terminate this Agreement with an Affiliate whose Sales Commission in a calendar year was in the bottom 20 percent of Sales Commission of all Affiliates in the calendar year in question, by giving the Affiliate 90 days notice of termination. In such cases the Sales Commission owing, representing the sums earned shall be paid even after termination of this Agreement. The Affiliate shall have the right to terminate this Agreement at any time upon written notice to "Web Market Authority".

9.03 As soon as notice of termination of this Agreement is given or upon termination as herein provided, the Affiliate shall immediately cease its marketing and advertising of the Product and shall forthwith eliminate all mention and references to the Product and all links to "Web Market Authority". Pending the completion of the foregoing, "Web Market Authority" may hold in abeyance the Sales Commission.

ARTICLE 10. MODIFICATION AND APPLICATION OF AGREEMENT

10.01 "Web Market Authority" may, in good faith, modify any of the terms and conditions contained in this Agreement (including the Affiliate Compensation Schedule), at any time and in its sole discretion, by posting a change notice or a new agreement on its Web site. If any modification to this Agreement is not acceptable to the Affiliate, its only recourse is to terminate this Agreement. The Affiliates continued participation in the Program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

10.02 If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

10.03 The Affiliate shall not assign, transfer or convey this Agreement or any part thereof to any other party without "Web Market Authority's" consent which shall not be unreasonably refused.

10.04 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, legal representatives, successors and assigns.

10.05 This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any. For greater certainty but without restricting the aforementioned, information contained in any of the following shall not form part of this Agreement, namely:

Descriptions of the Program (including the descriptions of Sales Commission payable to the Affiliates) on the "Web Market Authority" Web site(s);

E-mail communications from "Web Market Authority" or from any of its employees, officers or directors;

Information in the Product, or in marketing/informational documents.

ARTICLE 11. INDEPENDENT INVESTIGATION

11.01 The Affiliate acknowledges that it has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate understands that "Web Market Authority" may at any time 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 the Affiliate's Web site. The Affiliate has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01 Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

12.02 The insertion of headings and the division of this Agreement into Articles and Sections are for convenience reference only and are not to affect its interpretation.

12.03 Each of the parties hereto covenants and agrees that it shall execute and deliver such additional agreements and documents and do such acts and things as may be reasonably necessary fully and effectually to carry out the intent and purpose of this Agreement.

12.04 Time shall be of essence of this Agreement.

12.05 All notices, requests and other communications shall be deemed to have been received when posted by "Web Market Authority" on its Web site. It shall also be deemed to have been received on the next business day if transmitted by Telecopier, e-mail or any other form of electronic mail to the last known electronic address of the intended recipient.

12.06 If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Ashburn VA. Any costs and fees including attorney fees associated with the mediation will be paid by the Affiliate.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Ashburn VA, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

The parties have required that this Agreement and related documents be drafted in English and are agreed to electronically, via electronic signature and acceptance constituted by online electronic form submission.

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**ARTICLE 13. AFFILIATION AND COMPENSATION DISCLOSURES**

As of December 1st, 2009, The Federal Trade Commission of the United States of America has set forth new Guidelines for Endorsements and Testimonials, demanding that all Endorsers and Testimonial Givers divulge the nature of their compensation and affiliation with the product company or manager.

Therefore as part of this affiliate agreement, you agree to 'Clearly and Conspicuously' divulge how you are monetarily compensated through your referral sales, and that you receive(d) any other compensation from "Web Market Authority", monetary or otherwise, as the case may be, whenever you put forth any endorsement or testimonial in any media with the purpose of endorsing our products or services with the intent to sell them to consumers.

You further agree to use only the promotional materials that have been sanctioned by "Web Market Authority" and to take full responsibility for your own actions should you be investigated for not adhering to the Federal Trade Commission of the United States of America has set forth new Guidelines for Endorsements and Testimonials, and shall not hold "Web Market Authority" responsible in any way for actions or use of promotional materials not sanctioned by "Web Market Authority".

You further agree that you have read and understand the new Guidelines for Endorsements and Testimonials 16 CFR Part 255 (which can be found at

<http://www.ftc.gov/os/2009/10/091005endorsementguidesfnnotice.pdf> ) that the Federal Trade Commission of the United States of America has set forth and which go into effect on December 1st, 2009. And you also hereby agree to uphold ALL of the provisions contained in that document while endorsing or promoting products or services for "Web Market Authority".

Failure to do so may (at the sole discretion of "Web Market Authority") result in immediate termination of your affiliate account, and forfeiture of any commissions accrued.

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AFFILIATE COMPENSATION SCHEDULE

Affiliates are paid once funds are collected from sale and deposited with confirmation either within 72 hours or on a set scheduled as agreed upon between Affiliate and "Web Market Authority".

Current compensation as of 05/24/2010 = \$50 on the total of each sale, per client, per month specifically assigned to each affiliate as it pertains to the Product/Service sold.

Current Product/Service available for commission is "Top Of Google" service only. Additional agreements need to be made to enter into compensation for other services available to the client of "Web Market Authority".

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**REJECTION CRITERIA**

We will reject anyone who uses marketing techniques that...

- Exploit sex to sell
- Promote violence
- Are hateful in any way
- Are harassing or use spam in any way, shape, or form
- Are libelous or defamatory
- Are threatening or abusive
- Are illegal or on the borderline
- Violate the copyrights or trademarks of others
- Are in such poor taste that we do not want the association.

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