

PushyAds.com Affiliate Agreement

This agreement is made between PushyAds.com (hereinafter referred to as "PushyAds" and the "Company") and _____ (hereinafter referred to as Affiliate) on the _____ day of (month)_____, 20_____.

Code of Ethics

As an Affiliate of PushyAds I hereby promise and agree that:

1. I will be honest and forthright in all my transactions while acting as an Affiliate of PushyAds, and will perform all activities in a manner that will enhance my reputation and the reputation of PushyAds.
2. I will not engage in any illegal or deceptive practice.
3. I will be courteous and respect the time and privacy of everyone I contact or solicit in the course of my PushyAds business. I recognize that PushyAds's policies anticipate and require the highest ethical conduct of PushyAds Affiliates in all their PushyAds business dealings.
4. I will make no claims for PushyAds products and services except as published in official PushyAds literature, which can be found inside the PushyAds member backoffice.
5. I understand and agree that I am solely responsible for all financial and legal obligations incurred by me in the course of my business as an Affiliate of PushyAds products and services, including self-employment taxes, income taxes, sales taxes, license fees, etc. I understand that I am an independent contractor for all federal, state, and local tax purposes.

Operational Policies and Procedures

1. **Becoming an Affiliate.** An applicant becomes an Affiliate of PushyAds when the applicant first registers as a PushyAds member, and subsequently refers someone to PushyAds Services, and who purchases them.

PushyAds reserves the right to decline any Affiliate application, including the application of any person who has had a financial interest of any kind in any PushyAds Affiliate position under a different enroller in the preceding six months.

2. **Legal age.** Affiliates must be of legal age in the state or province of their residence.
3. **Affiliate rights.** All Affiliates are authorized to sell PushyAds products and services, and to participate in the PushyAds compensation plan.
4. **No purchase required.** No person is required to purchase any PushyAds products or services.
5. **Married couples.** Married couples who both wish to participate must share a single Affiliate position. Affiliates who marry must maintain separate Affiliate status, unless one is the direct sponsor of the other, or they have the same sponsor, in which case their Affiliate positions may be consolidated. When a couple sharing an Affiliate position divorces or separates, PushyAds will continue to pay commissions and bonuses as before the divorce or separation

until it receives written notice, signed by both parties or by a court decree specifying how future commissions and bonuses should be paid.

6. **Fictitious and assumed names.** A person or entity may apply as an Affiliate using a fictitious or assumed name, as long as they also provide their individual name as well.
7. **Independent Contractor status.** All Affiliates are independent contractors with PushyAds, and not franchisees, joint ventures, partners, employees, or agents of PushyAds. Affiliates are strictly prohibited from stating or implying, whether orally or in writing that they are franchisees, joint ventures, partners, employees, or agents of PushyAds. Affiliates may not bind PushyAds to any obligation.
8. **Active Status.** In order to maintain their PushyAds affiliate position, all Affiliates must stay active. To stay "active", an Affiliate must make at least one new sale within the last 6 calendar month period. A "new sale" is determined by any first time purchase of a registered member who has been referred by the Affiliate. A "referred" member is someone who has registered as a member on the Affiliate's PushyAds replicated website. When there are no sales made by an Affiliate within any 6 calendar months, the Affiliate's position becomes "inactive". Any commissions earned from sales which are not determined as "new sales" made the previous month will be paid on the 20th of the following month in which termination occurs. Termination will occur on the last day of the month in which the 180th (one hundred eightieth) day of inactivity occurs.
9. **Affiliate purchases.** Purchases made by Affiliates are not counted as sales or included in their sales report on which their commissions are calculated. Affiliates will not earn commissions on purchases they themselves make.
10. **Indemnity.** Affiliates agree to indemnify and hold harmless PushyAds, its shareholders, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense, including, but not limited to, attorney's fees arising or alleged to arise in connection with the Affiliate position, and any matter related to the Affiliate's performance under the Affiliate Agreement.
11. **Taxes.** Affiliates will be treated as independent contractors for all federal, state, local, or international tax purposes. As independent contractors, Affiliates will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Tax Act, state unemployment acts, or any other international, federal, state, or local statute, ordinance, rule, or regulation.
12. **Legal compliance.** All Affiliates shall comply with all federal, state, and local statutes and regulations and local ordinances and regulations concerning the operation of their businesses. All Affiliates are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, PushyAds will issue an IRS Form 1099-MISC, or comparable form for non-employee compensation for Affiliates as required by law.
13. **Affiliate identification number.** All Affiliates will be required to provide a Social Security number or Federal ID number (US citizens), or comparable W-8 form (non-US citizens), and PushyAds will use this number for all government reporting purposes. While respecting the rights of the "un-numbered," PushyAds chooses, as a right of contract, to only enter into agreements with those who are willing to provide a taxpayer identification number, or in the case of non-US citizens, a W-8 form.

14. **No exclusive territories.** There are no exclusive territories for marketing or enrolling purposes, nor shall any Affiliate imply or state that he or she does have an exclusive territory. There are no geographical limitations on Affiliate enrolling.
15. **Affiliate obligations.** Affiliates must be educated on how the PushyAds system works so they are able to answer any questions that any PushyAds customers referred by them may ask them. Affiliates agree to read and understand the Terms of Use and other documents referred to in it, as well as all instructional material in the PushyAds member backoffice, including the Affiliate section which includes overviews, marketing materials, getting started instructions, and more. Understanding all aspects of the system, business, and industry is necessary, including compensation plan, product information, sound business practices, sales strategies, and ethical behavior. Examples of such business practices may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and training sessions.
16. **Voluntary termination.** An Affiliate may voluntarily terminate his or her Affiliate position by failing to insure that at least one valid new sale is made from their Affiliate website within any 6 month period or upon written notice to PushyAds. Voluntary termination is effective upon receipt of such notice by PushyAds at its home office or upon the 180th (one hundred eightieth) day without at least one new sale as defined in section 10 "Active Status" above. An Affiliate who terminates his or her Affiliate position may reapply after waiting six months from termination.
17. **Involuntary Termination or Suspension.** An Affiliate may be involuntarily suspended or terminated by PushyAds for violating any of the terms of this Agreement or the provisions of any applicable laws. In ordinary cases, the Company will comply with the following procedures before taking such action:
- a. Complaint(s) by one Affiliate against another Affiliate regarding any alleged violation(s) will be accepted only if sent to the PushyAds home office in writing signed in ink. No phone or email complaints will be accepted.
 - b. Normally, the first determination by the Company that an Affiliate has committed a violation of the policies or procedures will result in a warning by telephone call or email to the Affiliate. The occurrence and substance of this phone call or email will be documented and kept in Company records.
 - c. A second violation may result in a written reprimand or disciplinary letter to be delivered by email or courier to the violating Affiliate. This action may be coupled with a suspension or termination of the Affiliate. Such disciplinary action will include partial or temporary suspension of commissions if Affiliate is suspended, or termination of commissions if Affiliate is terminated.
 - d. Upon Affiliate termination, the Company will notify Affiliate via email to the Affiliate citing evidence of the violations. Should no response be provided by the Affiliate within 15 days from the date of the notification letter, the termination will, upon Company decision, become final.
 - e. In any situation where the Affiliate has committed a violation that results in notification, complaint, or demand from state or federal regulatory authorities (e.g. FTC, FDA, or AG) the Company reserves the right and option to omit the foregoing procedure and to immediately terminate the Affiliate upon even a first violation.
 - f. The terminated Affiliate must immediately cease representing himself/herself as an Affiliate, and will be barred from reapplying as an Affiliate with PushyAds for one year. Where

applicable state law on termination of an Affiliate is inconsistent with Company policy, such state law shall govern.

18. **Appeals** An involuntarily terminated Affiliate may appeal the termination by submitting a letter of appeal, stating the grounds of the appeal. This letter must be sent U. S. Mail or private delivery service RETURN RECEIPT REQUESTED and must be received by PushyAds within 15 days of the date of mailing of the Company's initial termination notice. If the Company has not received a letter of appeal by that deadline, the involuntary termination shall automatically become final.

If an Affiliate files a timely appeal, PushyAds will, in its sole discretion, review and reconsider the termination and notify the Affiliate of its decision. The decision of the Company shall be final and subject to no further review. If the appeal is denied, the termination shall remain in effect as of the date of the Company's original termination notice.

19. **Effect of suspension.** Should PushyAds deem it necessary to suspend an Affiliate, such suspension could mean that the Affiliate may not have the right to represent themselves as an Affiliate of PushyAds and that any commissions, royalty overrides, or bonuses due will be held by PushyAds pending resolution.
20. **Effect of termination.** In the event an Affiliate is terminated, effective with such termination the Affiliate can no longer sell PushyAds products and services. The Affiliate also loses all rights to commissions, bonuses, and all other benefits.
21. **Confidentiality Agreement.** Information contained in any commission report provided to an Affiliate by PushyAds is proprietary and confidential to PushyAds, and is transmitted to the Affiliate in strictest confidence. The Affiliate agrees that he or she will not disclose any such information to any third party directly or indirectly, nor use the information to compete with PushyAds or for any purpose other than promoting the PushyAds products and services. The Affiliate and PushyAds agree that, but for this agreement of confidentiality and non-disclosure, PushyAds would not provide the information to the Affiliate. Any Affiliate who is found to be in violation of this rule risks suspension or termination. PushyAds reserves the right to seek damages to the fullest extent of the law.
22. **Succession.** Upon the death of an Affiliate, the Affiliate position shall pass by will or intestate succession, as provided by law. PushyAds will require the successor in interest to sign and be bound by the then current Affiliate Agreement. The successor shall then be entitled to all the rights and subject to all the obligations, just as any other PushyAds Affiliate.
23. **Trademarks.** The name PushyAds and the names of all PushyAds products and services are the registered or unregistered trademarks of and owned by PushyAds. Only PushyAds is authorized to produce and market products and literature under these trademarks. Use of the PushyAds name on any item not produced or authorized by PushyAds is prohibited.
24. **Imprinted checks.** PushyAds Affiliates are not permitted to use the PushyAds trade name or any of its trademarks on their business or personal checking accounts. However, Affiliates may imprint their PushyAds business checks as being an "Independent Affiliate of PushyAds products."
25. **Yellow and white page listing.** Affiliates are not permitted to use the PushyAds trade name or trademarks in advertising their telephone or fax numbers in the white or yellow page sections of the telephone book.
26. **Imprinted business cards or letterheads.** PushyAds Affiliates are not permitted to incorporate into their own business card or letterhead graphics any PushyAds trade name or

trademarks. Only the approved PushyAds graphics version and wording are permitted, and letterhead must be ordered either from PushyAds directly or from a PushyAds approved source.

27. **Company literature.** Only official PushyAds literature may be used in presenting PushyAds products, services and the PushyAds income opportunity. All promotional material of any nature, including electronic, must be approved in advance and in writing by PushyAds.
28. **Media interviews.** Affiliates are prohibited from granting radio, television, newspaper, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize PushyAds, its products, services or their individual PushyAds business except with the express, written approval of PushyAds. All media contacts and inquiries must be coordinated through the approval and representation of a PushyAds Corporate Representative.
29. **Internet and web site policy.**
- a. No Affiliate may independently design or publish a web site that uses the names, logos, or product descriptions of PushyAds without written permission from PushyAds.
 - b. No Affiliate may use "blind" ads on the Internet making product representations that are or may be associated with PushyAds.
 - c. No Affiliate may under any circumstance use the Internet for the purpose of indiscriminate "bulk" or unsolicited mailing, generally known as "spamming."

The following are some examples of spamming that may violate the PushyAds Terms and Conditions and Affiliate Agreement:

- i. Transmission of unsolicited or unauthorized material. This includes any promotional materials, URLs, "junk mail," or any other form of unauthorized solicitation to recipients who have never requested communication from you.
- ii. Manipulating identifiers, such as email headers, to disguise the origin of any content transmitted to recipients of the email.
- iii. Relaying email from a third-party's mail servers without the permission of that third-party.
- iv. Using "robots" or otherwise harvesting other's email addresses from the Internet websites for purposes of sending unsolicited or unauthorized material.
- v. Posting, emailing, or transmitting the same message, URL, or post multiple times.

Affiliate may choose to use certain other third-party services or properties which may have additional spam guidelines explaining appropriate and inappropriate conduct for those services. It is the Affiliate's responsibility to check those third-party guidelines for additional details regarding spam.

Violations of our Terms and Conditions or this Affiliate Agreement may result in legal action against you and termination, without notice, of your PushyAds Affiliate position. PushyAds does not waive any rights by the failure to enforce this policy in every instance in which it might apply.

NOTICE: Sending unsolicited email advertisements is a violation of the PushyAds Terms and Conditions, Affiliate Agreement, and certain federal and state laws, including the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), and certain state and local statutes. Such violations may subject the sender and his or her agents to civil and criminal penalties.

Further information on spam can be found on these third-party sites.

SpamCop.net; Spam.abuse.net; JunkEmail.org; Cause.org

- d. No Affiliate may violate any local, state, or federal laws regarding the Internet or any generally accepted ethical codes of Internet conduct.

- 30. **Independent communications.** Affiliates, as independent contractors, are encouraged to distribute information and direction to their respective organizations, subscriber lists, and associates. PushyAds encourages the use of newsletters, training workshops, and other organizational programs. Affiliates must identify their personal communications as such, and not give the impression that such communications are the official communications of PushyAds.
- 31. **Endorsements.** No endorsements of any kind, including by PushyAds officers, may be alleged, except as expressly communicated in PushyAds literature or approved in writing.
- 32. **Copying prohibited.** Affiliates shall not copy for sale or personal use audio or video taped material detailing the PushyAds product or service presentations, events, or speeches, including conference calls without written permission from PushyAds. PushyAds may seek injunctive relief or damages from the violator for the unauthorized use of PushyAds copyrights, trademarks, and materials. Video or audio taping of PushyAds meetings and conferences is strictly prohibited, unless prior approval has been requested and granted.
- 33. **Telephone answering.** Affiliates may not answer the telephone by saying "PushyAds," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of PushyAds.
- 34. **Repackaging and relabeling prohibited.** Affiliates may not repackage or relabel any PushyAds products, services or materials in any way.
- 35. **Affiliate Application and Agreement.** Commissions and Overrides cannot be paid until a signed Affiliate Agreement has been received, along with a W-9 form (US citizens) or W-8 form (non-US citizens) and accepted by PushyAds. Commissions are paid ONLY on the sale of PushyAds products and services.
- 36. **Calendar period.** Commissions, overrides, awards, and recognition are calculated on a twice monthly basis.

Commission and override payment date. Commissions are paid twice monthly on or about the 10th day of the month for commissions earned during the preceding calendar month from the 16th to the last day of the preceding month, and on or about the 25th day of the month for commissions earned during the current calendar month from the 1st to the 15th day of the month.

Minimum amount for payment of Commission and Override checks is \$50.

- 37. **Commission payments.** Consult the Compensation Plan.

38. **Price changes.** All PushyAds product and literature prices are subject to change without notice.
39. **Retail customer returns.** Affiliates must be familiar with the Terms & Conditions of the sale which state the refund policy. All credits, refunds, and chargebacks will be deducted from the sales volume of the Affiliates backoffice reports, affecting the commissions earned on any sale made before such deduction.
40. **Liability.** To the extent permitted by law, PushyAds shall not be liable for and Affiliate releases PushyAds from, and waives all claims for any loss of profits, direct or indirect, special or consequential damages or any other loss incurred or suffered by Affiliate as a result of (a) the breach by Affiliate of this Agreement, or PushyAds Terms & Conditions, (b) the operation of Affiliate's business, (c) any incorrect or wrong data or information provided by Affiliate, or (d) the failure to provide any information or data necessary for PushyAds to operate its business, including without limitation, the enrollment and acceptance of Affiliate into the income opportunity or the payment of commissions and bonuses.
41. **Record-keeping.** PushyAds encourages all its Affiliates to keep complete and accurate records of all their business dealings. A recommended publication is the Retail Industry ATG - Chapter 3 – Examination Techniques for Specific Industries (Direct Sellers), available from the IRS web site.
42. **Income reporting.** PushyAds will provide Affiliates with a report of commissions earned, referrals generated, and sales volume for each month in their Affiliate Backoffice. This report will endure for the previous 12 month period only. The Company strongly suggests, and the Affiliate agrees, to download and copy all sales reports needed before they are deleted within this time frame.
43. **Income claims.** No income claims, representations, or projections may be made to prospective Affiliates. Obviously, any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. Affiliates occasionally represent hypothetical income figures as actual income projections. This is counter-productive, and prohibited, since new Affiliates may be quickly disappointed if their results are not as rapid as the hypothetical model. Affiliate understands and acknowledges that no guarantees of income have been offered by the Company and any income Affiliate makes is dependent on their efforts. Affiliate has been informed by the Company that no fee or purchase is required or is a means by which to become an Affiliate.
44. **Governmental endorsement.** Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Affiliates may not represent or imply, directly or indirectly, that the PushyAds program has been approved or endorsed by any governmental agency.
45. **Amendments.** PushyAds reserves the right to amend this Agreement, its prices, product availability, and compensation plan as it deems appropriate. Amendments will be communicated to all Affiliates through PushyAds publications. Amendments are effective and binding on all Affiliates as of the date of their publication.
46. **Non-waiver provision.** No failure of PushyAds to exercise any power under this Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision herein, and no custom or practice of the parties at variance with this Agreement, shall constitute a waiver of the Company's right to demand exact compliance with this Agreement. Waiver by the Company can only be made in writing by an authorized officer of the Company.

The Company's waiver of any particular default by an Affiliate shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Affiliate.

47. **Severability.** If any provision of this Agreement, including these rules and regulations, or any specification or operating procedure which PushyAds has prescribed is held to be invalid or unenforceable under law or rule of any applicable jurisdiction, PushyAds shall have the right to modify the invalid or unenforceable provision to the extent necessary to render it valid and enforceable. The Affiliate shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.
48. **Jurisdiction.** All disputes and claims relating to this Agreement, the PushyAds compensation plan, its products, the rights and obligations of an Affiliate and PushyAds, or any other claims or causes of action relating to the performance of this Agreement by either party, shall be governed by the laws of Oregon and Deschutes County and shall be adjudicated totally and finally in Deschutes County, Oregon, or such other location as PushyAds prescribes.
49. **Limitation of damages.** To the extent permitted by law, PushyAds and its affiliates, officers, directors, employees, and other representatives shall not be liable for, and the Affiliate hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to PushyAds's performance, non-performance, act, or omission with respect to the business relationship or other matters between the Affiliate and PushyAds whether sounding in contract, tort, or strict liability. Furthermore, it is agreed that any damage to the Affiliate shall not exceed, and is hereby expressly limited to, the amount of PushyAds products and services purchased by the Affiliate and commissions owing.

I affirm that I have read, understand, and accept the terms of the PushyAds Affiliate Agreement, and warrant that I have the power and authority to bind Affiliate.

Signature

Date

Print Name

IMPORTANT: After signing, please fax to (971) 925-7025 or (541) 322-2195.