

known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or the use of Confidential Information; or (e) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, provided that the Recipient immediately notifies the Owner of such requirement so that the Owner may attempt to obtain a protective order either restricting or preventing such disclosure, and the Recipient cooperates with the Owner to resist such disclosure and protect its rights in the Confidential Information..

12.3 The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form in its possession or control, including partial copies, have been destroyed, returned to Owner, or used solely as the Owner so directs.

13. DISCLOSURE

13.1 Lead Provider agrees that g01X.11111pz may identify Lead Provider and Lead Provider's Site as a Lead Provider of the Lead Provider Program as long as it participates in the Lead Provider Program. g01X.11111pz may make this identification orally, in writing or electronically, including without limitation, in press releases, public announcements and promotional materials publicizing, advertising or promoting the Lead Provider Program. You may not issue any press release or public announcement, distribute any marketing or promotional materials or otherwise make any public communications regarding this Agreement or your participation in the Publishing Program without g01X.11111pz prior written consent or except as expressly permitted.

14. INDEMNIFICATION

14.1 Lead Provider shall defend, indemnify and hold harmless g01X.11111pz and Advertisers from and against all claims, suits, demands, damages, liabilities, losses, penalties, civil fines, interest settlements, judgments, costs and expenses, including reasonable attorneys' fees, incurred, claimed or sustained by g01X.11111pz or Advertiser arising directly or indirectly from (i) Lead Provider's breach or non-compliance with any term of this Agreement; (ii) Lead Provider's violation or alleged violation of any law, statute, regulation, or ordinance arising from Lead Provider's activities in connection with this Agreement; (iii) Lead Provider's participation in the Lead Provider Program; (iv) any claim that PartnerWeekly is obligated to pay any tax in connection with payments made to Lead Provider; (v) any violation or alleged violation by Lead Provider of any rights of another, including breach of another's privacy or intellectual property rights; and (vi) the Lead Provider's Site.

15. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY

15.1 PartnerWeekly's SERVICE IS PROVIDED ON AN AS IS BASIS AND PartnerWeekly MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LEAD PROVIDER PROGRAM, ANY OF ITS PRODUCTS OR SERVICES, POSTINGS (INCLUDING ANY CREATIVE), ADVERTISER PRODUCTS OR SERVICES, OR ANY OF PartnerWeekly's SITES (INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR ANY IMPLIED

WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, PARTNERWEEKLY MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF ITS SITES OR ORDERING PAGES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PARTNERWEEKLY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

15.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, PARTNERWEEKLY WILL NOT BE LIABLE TO LEAD PROVIDER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR SERVICES, ARISING IN CONNECTION WITH THIS AGREEMENT, THE LEAD PROVIDER PROGRAM, OR THE PARTNERWEEKLY PRODUCTS OR SITES, HOWEVER CAUSED, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PARTNERWEEKLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FURTHER, PARTNERWEEKLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LEAD PROVIDER PROGRAM, OR THE PARTNERWEEKLY PRODUCTS OR SITES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE TOTAL COMMISSION FEES PAID TO THE LEAD PROVIDER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

15.3 No Guarantees. PartnerWeekly makes no warranties, guarantees, or representations regarding the revenue or profit the Lead Provider can make from the Lead Provider Program. PartnerWeekly makes no guarantees or representations regarding any information contained in any promotional material or oral communications made by any Company representative, its employees, or Lead Providers. Lead Provider assures that it has not relied upon any oral or written information provided by PartnerWeekly. Like any business, the success of the Lead Provider Program is very much in the hands of the Lead Provider to promote and expose their website to generate sufficient traffic to their site and/or advertisements to generate sales, and whatever else is required to generate income for the Lead Provider.

15.4 Benefit of the Bargain. The limitation of liability set forth in this Section 15 and the indemnification obligations set forth in Section 14 are an essential element of the benefit of the bargain reflected in this Agreement.

16. GENERAL MATTERS

16.1 Entire Agreement. This Agreement sets forth the entire understanding of both parties hereto with respect to its subject matter and supersedes any and all previous contracts and covenants between both parties whether written or oral, with respect to such subject matter. This Agreement includes any Lead Provider Program Insertion Order(s) entered into by Lead Provider and PartnerWeekly. In the event of any inconsistency between an Insertion Order and the Agreement, the terms of this Agreement shall govern.

16.2 Dispute Resolution. Should a dispute arise between the parties, the Dispute shall be referred by each party to an officer/manager of its respective company with authority to settle the dispute and the two shall meet in an attempt to resolve the dispute.

16.3 Governing Law; Venue. It is mutually understood and agreed that this Agreement shall be governed, construed, understood, interpreted and enforced in all respects according to the law of the State of Nevada, without regard to any conflicts of laws principles. Furthermore, it is understood that this Agreement shall be treated as though it were executed in the County of Clark in the State of Nevada, and to have been performed in the County of Clark in the State of Nevada. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the Courts located in the County of Clark in the State of Nevada. If any proceeding is commenced in connection with this Agreement, the prevailing party will be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs, interest and necessary disbursements incurred in such action or proceeding.

16.4 The Parties' Relationship. Each party is an independent contractor and not a partner, joint venturer or employee of the other. Lead Provider will not make any statement, whether on the Lead Provider's Site or otherwise, that would cause confusion as to PartnerWeekly's or any Advertiser's relationship with Lead Provider or otherwise contradict anything in this Section.

16.5 Notices. All notices will be sent to the address or other contact information submitted by Lead Provider when signing up for the service by certified mail, fax, email or courier. All notices to PartnerWeekly shall be sent to 7455 Arroyo Crossing Pkwy, Suite 220, Las Vegas, NV 89113, Attn: Legal Department.

16.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

16.7 Force Majeure. Neither party will be liable to the other by reason of its failure to perform or its delay in the performance of its obligations hereunder as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, including but not limited to Acts of God, fires, storms, wars, governmental action, labor conditions, earthquakes, natural disasters, and interruption in internet service.

16.8 Captions. Captions contained in the Agreement are for reference purposes only and are not part of the Agreement.

16.9 Digital Signatures. In the event that PartnerWeekly is required to digitally sign or agree to additional terms when using Lead Provider's web site, whether before or after the execution date of this Agreement, both Lead Provider and PartnerWeekly acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot quickly be altered. Therefore, any terms which appear on Lead Provider's website shall be disregarded and deemed ineffective, being superseded by this Agreement.

16.10 Neither Party Considered the Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.11 Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default of that or any other provision. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

16.12 Assignment. This Agreement may not be assigned or otherwise transferred by Lead Provider without the express written consent of PartnerWeekly.

16.13 Survival. The provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination of this Agreement shall survive any termination of this Agreement. Without limiting the foregoing, Sections 14 and 15 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this day of _____, 20__ .

LEAD PROVIDER:

PartnerWeekly, LLC

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Legal Approval

Approver: Brad Norton _____