

Independent MyGoCards.com Affiliate Agreement

I hereby apply to become an Affiliate for MyGoCards.com (hereinafter "Company") marketing program. As an independent Affiliate, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. I shall become a Company Affiliate upon acceptance of this application by the Company. As an Affiliate, I shall have the right to sell the services and products offered by the Company in accordance with the Company's marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to the Affiliates, the Company, at its discretion, may amend the marketing plan, statement of policy, etc.
4. I have carefully reviewed the Company's marketing plan, rules and regulations, and policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by the Company.
5. The term of the Company Affiliate agreement is one year. Company Affiliates automatically renew annually unless terminated by the company.
6. An Affiliate shall be entitled to cancel participation in the marketing program at any time and for any reason upon written notice to the Company.
7. Upon acceptance of this application by the Company I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee regarding any laws covering employees, including but not limited to the Federal Insurance Contributors Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
8. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
9. Any Affiliate has the obligation of performing a distribution and selling function in the sale or delivery of product to the ultimate consumer.
10. The Company recognizes that Affiliates may wish to purchase product for their own personal use. Affiliates must fulfill published retail sales requirements, as well as supervisory responsibilities, to qualify for compensation.
11. The Affiliate acknowledges that Affiliate is a wholly independent marketing representative who establishes and services retail customers for Company products as an independent contractor. The position of Affiliate does not constitute either a sale of a franchise or a Distributorship, and absolutely no fees have been or will be required from the Affiliate for the right to distribute the Company's products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any Affiliate and the Company. As an independent contractor, the Affiliate shall:

1a. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.

2a. At the Affiliate's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of Company products.

3a. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the Affiliate's activities in connection with this agreement.

12. I acknowledge that \$49.95 annually is to cover replicated site, marketing tools, affiliate support, and training.

13. Prior written approval from the Company is required for the following:

1a. To advertise Company products

2a. Issuance of a position in a Company or corporate name

14. The Company may immediately terminate an Affiliate who discredits the Company's name, violates any requirement contained in this Agreement, Company Policy and Procedures, or training manuals or misrepresents the Company's products or business by making claims contrary to the Company's product literature and labels. Except in the case of fraud, terminated Affiliates shall retain commission payments earned.

15. This agreement may not be assigned or transferred without written consent of the Company. I understand that my Affiliate Business can be inherited or bequeathed but cannot be transferred or assigned during my lifetime without written consent of the Company, which consent will not be unreasonably withheld.

16. As a Company Affiliate, I am an Independent Contractor who establishes and services my customers. Becoming an Affiliate does not constitute the sale of a franchise, Distributorship, or security.

17. I certify that the Company has not made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts.

18. I understand that no regulatory authority ever reviews, endorses, or approves any product offering. In the event a question shall arise concerning legal compliance by the Company, such shall be submitted to the Company in writing.

19. I agree to indemnify and to hold the Company harmless from any and all claims, damages and expenses, including attorney fees arising out of my actions and any conduct in violation of this agreement.

20. I agree that all unpaid balances on Company products and services or any charge back of commissions, bonuses or other compensation that I have received from the Company may be deducted from my future compensation.

21. On a periodic basis, the Company may supply confidential information in the form of data, networks, reports and other material, which will provide information to the Affiliates concerning products. The

Affiliate agrees upon receipt of said information that such information is propriety and confidential to the Company and is transmitted to the Affiliate in strictest confidence. The Affiliate agrees that he or she will keep the information confidential and not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company, directly or indirectly.

22. This agreement constitutes the entire agreement between the Affiliate and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

23. This agreement shall be governed by the laws of the state of Texas, and all claims, disputes and other matters between the parties of this agreement shall be brought in Waco City court, in Waco, Texas, or in the U.S. District Court, in Waco, Texas.

24. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.

25. This agreement is not in force until accepted by the Company.