

MP TYLER & ASSOCIATES, Inc.

Terms and Conditions

In consideration of MP Tyler & Associates, Inc., you agree to comply with these Supplemental Terms and Conditions ("Terms and Conditions").

(1) MP Tyler & Associates, Inc., Trademarks/Seal. You will not use in your domain name or URL nor purchase or register in any search, referral, or advertising service any item of MP Tyler & Associates, Inc., brand, or variation in bad taste or in a misleading manner.

* Please note: this is not an exhaustive list of prohibited words, phrases, or combinations thereof.

(2) Unacceptable terms. You shall not purchase or register search engine keywords, AdWords, search terms or other identifying terms that MP Tyler & Associates, Inc., considers in its sole discretion to fall into any of the following categories:

- Promote violence

- Promote fake or counterfeit items

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

- Infringe upon others' intellectual property rights

(3) Tracking Tags. As part of the Program, MP Tyler & Associates, Inc., may provide you with tools, products, and creative assets (collectively, "Assets") that include information that helps track transactions generated by You and attribute them to Your Account. You will use each of these Assets only in their intended manner as instructed by MP Tyler & Associates, Inc. and will not corrupt, modify, or disable them. You will not deliver any MP Tyler & Associates, Inc., related cookies, or other tracking tags to the computers of users that are merely viewing your advertisements or while Your applications are merely active or open.

(4) Compensation & Payment.

a. Commissions. No commission will be received as a compensation from MP Tyler & Associates, Inc. for sale of a Qualifying service as set forth on its detail page in accordance with MP Tyler & Associates, Inc., policies and procedures. "Qualifying services" shall mean services (subject to the below restrictions) that are found in MP Tyler & Associates, Inc., portfolio. Any reference to "Qualifying service" shall include any one of the Qualifying services offered when applicable.

b. Payment. MP Tyler & Associates, Inc. reserves the right to delay, cancel or deny any payment (i) if there is a suspicion of bad faith associated with any transaction driven by you, (ii) if You are suspected of causing users non-compliance with MP Tyler & Associates, Inc. Term of Service, and/or (iii) if You are suspected of falsely acquiring sales/services or in a misleading manor. Medicare services are paid through third party insurance brokerage.

(5) Prohibited Affiliate Links. You may not include affiliate links or banners on any location visible or targeted to individuals under eighteen (18) years of age or the legal age for that will tarnish the image of MP Tyler & Associates, Inc.

(6) Terms Governing Downloadable Software. You will not be paid for Commission-Earning Activity derived from downloadable software (DLS) only if the DLS complies with all the below terms and MP Tyler & Associates, Inc.

a. Legal Compliance. The operation of the DLS complies with all applicable laws in all relevant jurisdictions and does not deceive clients about its nature, purpose, or operation.

b. Informed Consent. The DLS is not installed or executed on the computer of any user until that user has given explicit consent to its installation or execution. "Explicit consent" means:

i. The user has received a clear, brief, and conspicuous notice, in plain language and outside of any user agreement or terms, that the DLS will collect information about web usage (and, if applicable, personally identifiable information), and will use that information to display advertising on the user's computer (including, if possible, a description of the frequency of such advertising);

ii. The user has been provided with, or has been provided an opportunity to access, a more detailed description of the type(s) of information collected and the purpose(s) for which it will be used;

iii. If the DLS is bundled with other software, the user has been provided with specific identification of the advertising-serving program(s) ("Adware") in the bundle; and

iv. After receiving the notice specified in section 6(b)(i) above and after being provided, or provided an opportunity to access, the information specified in 6(b)(ii) and 6(b)(iii) above, the user affirmatively chooses to have the DLS installed or executed on his/her computer.

c. Easy Removal. A user must be able to completely uninstall the DLS through a means that the user can readily identify and perform without undue effort or specialized knowledge (preferred alternatives include providing easy access to an uninstall process from the content or framing of the DLS or a readily recognizable icon or listing the DLS in the add/remove feature in the Windows operating system). Uninstall processes must not be deceptive, complicated or confusing (such as listing DLS under multiple, confusing or deceptive names, requiring users to reboot unnecessarily, using confusing language in pop-up challenges, or requiring more clicks than necessary to complete the uninstall process). Each DLS-affiliated feature must contain the name of the DLS in the uninstall user interface.

d. Full Disclosure. All ads generated on the user's screen by the DLS identify the DLS as the source of the ad, using the same name as provided most prominently at the time the DLS was downloaded.

e. No Persistent Ads. Users must be able to close (without ending their browser sessions) any DLS-generated pop-ups, pop-unders, or other advertisements that cover otherwise viewable content.

f. Value to User. Either the DLS or an application bundled with the DLS must have meaningful value to the user that outweighs any burden imposed. For example, DLS that is combined with a comparison-shopping engine would meet this requirement.

g. Limited Number of Ads. The DLS will not serve an unreasonable number of pop-up or pop-under advertisements per day or per web browsing session.

h. Not Aimed at Children. The DLS is not specifically or primarily marketed to children under the age of 18 or downloadable from websites or services primarily oriented toward children.

- i. Prohibited Operations. Neither the DLS, nor any other software bundled with or distributed with the DLS, performs any of the following functions unless explicitly instructed to do so by the user
- i. sending unsolicited information or material to another computer;
 - ii. diverting the user to another site not requested by the user;
 - iii. initiating or terminating a user's connection to the Internet;
 - iv. modifying the user's settings with respect to browser home page, Internet connections (including default access provider), bookmarks, or security levels;
 - v. keystroke logging.
 - vi. automatic re-installing or re-activating itself or another application after being uninstalled or removed by the user; or
 - vii. removing or disabling security, pop-up-blocking, anti-virus, anti-Adware, or anti-spyware programs on the user's computer. For these purposes, spyware is defined as software that surreptitiously gathers a user's personally identifiable information.
- j. Other Terms. The DLS will not display an ad (including any pop-ups, pop-unders or toolbars) that contains MP Tyler & Associates, Inc. affiliate links while a MP Tyler & Associates, Inc. page is open on a user's computer.

(7) Your Responsibility for Your Agents. You will not make any commitments or representations on behalf of MP Tyler & Associates, Inc., about any relationship You enter into with Your Sub-Members, Distribution Partners, or any other third parties (collectively, "Agents") in connection with your promotion of an MP Tyler & Associates, Inc., site. You will ensure that Your Agents agree to terms and conditions that are at least as restrictive as the PSA and these Terms and Conditions, subject to applicable law, and shall include a provision in such terms and conditions that MP Tyler & Associates, Inc. is a third-party beneficiary. Any violation by Your Agents of these Terms and Conditions shall constitute a violation by You and MP Tyler & Associates, Inc., shall have full recourse against You with respect to such a violation, including without limitation, suspension or termination from its Programs. MP Tyler & Associates, Inc., reserves the right to terminate any affiliate engaging in "Sub-Member" or "distribution partner" agent relationships at any time, at MP Tyler & Associates, Inc., discretion, based on a breach of these Terms and Conditions by Your Agent

(8) Disclaimer of Warranties. MP TYLER & ASSOCIATES, INC. DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MP TYLER & ASSOCIATES, INC. EXPRESSLY DISCLAIMS ALL LIABILITY RELATING TO THESE TERMS AND CONDITIONS OR THE PROGRAM.

(9) Member's Indemnification Obligations. You will defend, indemnify, and hold MP Tyler & Associates, Inc. harmless against all claims, liabilities, and expenses claimed or incurred by third parties directly or indirectly as a result of any breach of these Terms and Conditions, and/or distribution or use of applications or content by You, Your Agents, or anyone else that you are affiliated with.

(10) Remedy for Breach. If You breach any of these Terms and Conditions, in addition to any other available remedies, MP Tyler & Associates, Inc. may remove You from its Program immediately, withhold or recover any

compensation for transactions not in compliance with these Terms and Conditions, and seek removal of any search terms registered or purchased in violation of these Terms and Conditions.

(11) Amendment. - MP Tyler & Associates, Inc., reserves the right to add, delete and/or modify any of the Terms and Conditions contained herein, at any time and in its sole discretion, by posting a change notice or new terms and conditions. In the event of a change to these Terms and Conditions, MP Tyler & Associates, Inc., shall provide Member with seven (7) days prior notice of any changes by posting a change notice. In the event of substantive changes to these Terms and Conditions, you may be notified by email. If any modification is unacceptable to you, your only recourse is to terminate your participation in our Program. Your continued participation in the Program following posting of a change notice or new terms and conditions will constitute binding acceptance of the changes.

(12) Acceptance. By clicking on the "ACCEPT" link below, you are agreeing to be bound by these Terms and Conditions. If You do not understand or agree to all these Terms and Conditions, click the "CLOSE" button.

MP Tyler & Associates, Inc. Member Service Agreement

This Member Service Agreement ("Agreement") is made by and agreed to between MP Tyler & Associates, Inc. and its clients, (Known as "Client"). As a "SERVICE", MP Tyler & Associates, Inc., facilitates "Performance Marketing Programs" by providing services ("Network Service") via the Internet. A "Performance Marketing Program" ("Program") is where a person, entity, affiliate or its agent, operating "Web site(s)" (internet domain, or a portion of a domain) and/or other promotional methods to drive traffic to another's Website or Website content ("Member") may earn financial compensation ("Payout/Commissions") for "Transactions" (actions by Visitors as defined by the Affiliate) referred by such Member via an action made by a "Visitor" (any person or entity that is not the Member or the Member's agent) through an Internet connection ("Link") to a Web site or Web site content operated by another person or entity ("Affiliate") from an Affiliate authorized promotional method used by such Member.

1. Participation in Programs.

(a) Acceptance by MP Tyler & Associates, Inc. - During this Agreement You may apply for services to MP Tyler & Associates, Inc., Program for the opportunity to receive assistance in accordance with MP Tyler & Associates, Inc. Service Program terms and complying with this Agreement. Upon approval by MP Tyler & Associates, Inc. for acceptance into its Program, you may display (and remove) Links to MP Tyler & Associates, Inc., Website or Website content in accordance with MP Tyler & Associates, Inc. Service Program terms and this Agreement. An acceptance of You extends only to the entity, or individual, that enters into this Agreement with MP Tyler & Associates, Inc.

(b) Program Terms. The details of MP Tyler & Associates, Inc. Service Program shall be available through its Network Service. Transactions qualified by MP Tyler & Associates; Inc. Affiliates may change without notice through the Network Service.

(c) Additional Terms. Members and Affiliates may enter into direct contractual relationships through the apply to join process in the form of a click-through agreement hosted by MP Tyler & Associates, Inc., when applicable, ("Click-through Agreement") or in the form of an offer made to You by Affiliate via the members' area on the Network Service ("Offer"). It is Your obligation to review and accept or decline an Agreement or Offer when such is presented to You. If accepted by You, compliance with the Agreement or Offer is solely Your responsibility. The

terms and conditions of the Agreement or Offer may supersede or conflict with this Agreement and shall apply only with respect to Your relationship with that Affiliate.

(d) Prohibited Uses of Links.

(i) Locations. You may not place Links to an Affiliate's Website or Website content in third party newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chat rooms, or guest-books in bad taste or containing illegal content. Members using IRC channels, instant messages or similar Internet resources must designate their program as special requiring manual review and acceptance by the Affiliate.

(ii) Non-Bona Fide Transactions. You the client must promote MP Tyler & Associates, Inc. such that You do not mislead Visitors, and such that the Links deliver bona fide Transactions to the Visitor. You shall not cause any Transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. You may or may not be compensated for Transactions where You or Your agent are the Visitor. Multiple Leads from the same individual, entity or IP address may be considered non-bona fide Transactions.

(iii) Infringement. None of Your promotional activities may infringe an Affiliate's proprietary rights (including but not limited to trademark rights), MP Tyler & Associates, Inc., proprietary rights, or a third party's proprietary right.

(e) Updating Links - If Links to Affiliate are not dynamically updated through the Network Service, upon notification You are obligated to update an Affiliate's Links.

2. Member Obligations to MP Tyler & Associates, Inc.

(a) Accurate, Up-to-Date Information. You agree to provide MP Tyler & Associates, Inc., and Affiliate with accurate information about You and Your promotional methods, and to maintain up to date "Account" information (such as contact information, Websites used, etc.). In Your Account, You must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. Some promotional methods will be designated by the system as "special". Special programs are linked to promotional methods and practices considered unique and require manual approval and acceptance by the Affiliate. MP Tyler & Associates, Inc. reserves the right to define any program as special.

(b) Use of Links. You represent and warrant that all promotional means used by You will not contain objectionable content (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and that You will not mislead others. You agree to: (i) use ethical and legal business practices, (ii) comply with the Affiliates' Program terms and this Agreement, (iii) maintain a privacy policy on Your Web site and for any non-Web site based promotional method made available to Visitors, and (iv) designate Your Member Account as "special" if You promote an Affiliate(s) by any means other than displaying a Link to the Affiliate on Your Web site. MP Tyler & Associates, Inc., must approve all of Your promotional activities and may deem Your promotional activities inappropriate and a material breach of this Agreement in MP Tyler & Associates, Inc. 's sole discretion. Our "Compliance and Ethic Department" reviews Member conduct and any suspected fraudulent, abusive or otherwise illegal content or activity by You through Your promotional methods, or that is perpetrated through use of MP Tyler & Associates, Inc., Network Service, is grounds for immediate termination of this Agreement or deactivation of Your Account.

(c) Promotional Methods. You represent and warrant that You will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/ or regulations that govern email

marketing and/or communications. You represent and warrant that You will not engage in pop-up or pop-under advertising using any means involving third party properties and/or services (software). Pop up/unders are acceptable on a first party basis only when triggered by Your site content /site visit or by downloadable software applications for which You are the owner/operator. Pop up/unders delivered through downloadable software cannot engage in means that force clicks or perform redirects, or pop over a pay-per-click listing or natural search results. Pop up/under must honor MP Tyler & Associates, Inc. Member Code of Conduct requirements (as such requirements may be modified from time to time), including but not limited to: (i) installation requirements, (ii) end user agreement requirements, (iii) afsrc=1 requirements, (affiliate code of conduct where no affiliate will step on another affiliate via clicks) (iv) requirements prohibiting usurpation (wrongful seizure) of a Transaction that might otherwise result in a Payout/Commission to another Member (e.g. by purposefully detecting and forcing a subsequent click-through on a link of the same Affiliate) and (v) non-interference with competing Affiliate/ Member referrals.

(d) Personally Identifiable Information of Visitors. You represent and warrant that You will not enable the Tracking Code to collect personally identifiable information of Visitors that would allow MP Tyler & Associates, Inc., to personally identify Visitors.

(e) Privacy. You must conspicuously post Your privacy policy on Your Web site and otherwise make it available to all Visitors. Your privacy policy must comply with all laws and regulations regarding the privacy of Visitor information, be commercially reasonable, and fully and accurately disclose Your collection and use of Visitor information. You must fully and accurately disclose Your use of third-party technology, including MP Tyler & Associates, Inc. 's tracking technology, use of cookies and options for discontinuing use of such cookies.

(f) Applicable Codes and Code Maintenance. In order for MP Tyler & Associates, Inc., to record the tracking of Visitors' Transactions resulting from clicks on Links to Affiliates promoted by You, You must include and maintain a MP Tyler & Associates, Inc., "Tracking Code" within the Affiliate's Links. All Affiliate Links and all advertisements ("Ad Content") must be in a Network Service compatible format.

(g) Usage and Security of Account. You shall be responsible for all usage and activity on Your account and for loss, theft or unauthorized disclosure of Your password (other than through MP Tyler & Associates, Inc.'s negligent or willful conduct or omission). You shall provide MP Tyler & Associates, Inc., with prompt written notification of any known or suspected unauthorized use of Your Account or breach of the security of Your Account.

3. MP Tyler & Associates, Inc.'s Services.

(a) Tracking Transactions and Payout/Commissions. MP Tyler & Associates, Inc. shall determine (where possible) actual Payout/Commissions that should be credited to Your Account. MP Tyler & Associates, Inc., may, in MP Tyler & Associates, Inc.'s sole discretion, apply an estimated amount of Payout/Commissions, if: (i) You are referring Visitors to Affiliate as verified by clicks through Links to Affiliate with MP Tyler & Associates, Inc., Tracking Code, (ii) where there is an error in Affiliate's transmission of Tracking Code data to MP Tyler & Associates, Inc., and (iii) where MP Tyler & Associates, Inc. is able to utilize a historical analysis of Your promotion of Affiliate to determine an equitable amount of estimated Payout/Commissions.

(b) Access to Tracking and Reporting Tools. MP Tyler & Associates, Inc. shall provide You with access to tracking and reporting tools, and to support services. From time to time MP Tyler & Associates, Inc. may offer optional services for a fee. Fees for such optional services are at MP Tyler & Associates, Inc. 's then-current published rates or as may be quoted by MP Tyler & Associates, Inc., and are payable in advance or may be off-set against Your positive Account balance (at MP Tyler & Associates, Inc. 's discretion). Tracking detail regarding Visitor Transactions is not available on a real-time basis for all Affiliates and there may be reporting delays regarding

Transactions for some Affiliates. MP Tyler & Associates, Inc. may make available, for fees that MP Tyler & Associates, Inc., shall publish from time-to-time, enhanced reporting capabilities and other services that are not included in the standard Network Service.

(c) Support. Support for your program is available on-line through the "Contact Us" area on the "MP Tyler & Associates, Inc." and "Affiliate" webpage and a live chat area, which allows You to categorize and describe Your issue. Online help also allows You to check the status of all issues through the "Check Status" feature. Phone support may also be available during operating hours, except holidays.

4. Proprietary Rights.

(a) Linking to Affiliates. For MP Tyler & Associates, Inc., Program that You have been accepted to, the Affiliate is granting to You the right to display and Link to the Affiliate's Website or Website content in accordance with the Affiliate's Program terms for the limited purposes of Promoting the Affiliate's Program, subject to the terms and conditions of this Agreement. Your use of the Link signifies Your agreement to refrain from copying or modifying any icons, buttons, banners, graphics files or content contained in the Link, including but not limited to refraining from removing or altering any copyright or trademark notices. As between MP Tyler & Associates, Inc., and Member, MP Tyler & Associates, Inc., owns all rights in and to all information regarding the Visitors that You refer to Affiliates through MP Tyler & Associates, Inc.

(b) MP Tyler & Associates, Inc. 's Use of Your Marks. You authorize MP Tyler & Associates, Inc., to utilize Your trademarks, service marks, trade names, and/or copyrighted material that You provide to MP Tyler & Associates, Inc., through Your Account to promote Your participation in the Network Services.

(c) Your Use of MP Tyler & Associates, Inc. 's Proprietary Rights. You agree that Your use of any MP Tyler & Associates, Inc., Web site and Your use of any MP Tyler & Associates, Inc., trademarks, service marks, trade names, and/or URLs is subject to the license and terms of use that are available from such Web site ("Terms of Use"). You explicitly agree not to adopt or use in any manner any trademarks, service marks, trade names, and/or URLs that are the same or confusingly like, or are combined with, those of MP Tyler & Associates, Inc.

(d) Retention of Rights. All proprietary rights of Affiliates, You, and MP Tyler & Associates, Inc. and all goodwill arising as a result of such rights, inure to the benefit of such owner.

(e) No Challenge to MP Tyler & Associates, Inc. 's/Affiliate's Proprietary Rights. You acknowledge that You obtain no proprietary rights in MP Tyler & Associates, Inc. 's trademarks, service marks, trade names, URLs, copyrighted material, patents, and patent applications, and agree not to challenge MP Tyler & Associates, Inc. 's proprietary rights. You acknowledge that You obtain no proprietary rights in Your Affiliates' proprietary rights and agree not to challenge such Affiliate's proprietary rights.

(f) Data Ownership. You understand that all personally identifiable information, if any, provided by Visitors through the Tracking Code or in response to an advertisement or request for information and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by MP Tyler & Associates, Inc. from such data is the sole and exclusive property of Affiliate and MP Tyler & Associates, Inc. and is considered MP Tyler & Associates, Inc. 's Confidential Information pursuant to this Agreement. MP Tyler & Associates, Inc. and/or its Affiliates, in their sole discretion, shall have the right to use, market and re-market any Visitors and/or data without further obligation to You. You shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such data or Visitors, or any portion thereof, to any third-party.

5. Confidentiality.

(a) Obligations. You or MP Tyler & Associates, Inc. may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third party without

restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, You must destroy or return to MP Tyler & Associates, Inc. any Confidential Information provided by MP Tyler & Associates, Inc. to You under this Agreement.

(b) Provision of Info to Affiliates/Third Parties. You agree that MP Tyler & Associates, Inc. may, but is not obligated to, provide Your email address(es) and basic Member Account detail (including but not limited to Your address, phone and fax number, Web site name, the date the website or subscription email first entered operation, and visitor demographics) to Affiliates. MP Tyler & Associates, Inc. may provide all Visitor, Transaction and/or Tracking Code data to the Affiliate to which You referred such Visitor, and to any third party in MP Tyler & Associates, Inc. 's sole discretion, including but not limited to all regulatory, legislative and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement.

6. Term, Termination, Deactivation and Notices.

(a) Term. This Agreement shall commence upon Your indication that You have accepted this Agreement by providing the required information and/or 'clicking through' the acceptance button on MP Tyler & Associates, Inc. Web site and shall continue until terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party without notice. This Agreement may be terminated immediately upon notice for Your breach of this Agreement. Your Account may be deactivated during investigation of breach of this Agreement. If this Agreement is terminated based upon Your breach, You shall not be eligible to enter into a new click-through Member Service Agreement with MP Tyler & Associates, Inc., and any attempt to do so shall be null and void.

(b) Termination by Affiliate. An Affiliate may terminate You, one of Your Websites, or Your ability to use a promotional method, from the Affiliate's Program for any or no reason, without written notice. Additionally, Affiliate may terminate You from the Affiliate's Program for breach of a third party's proprietary rights, and/or diluting, tarnishing or blurring an Affiliate's trademarks, trade names, and/or service marks, or for Your material breach of the Affiliate's Program terms or of this Agreement.

(c) Termination or Deactivation by MP Tyler & Associates, Inc. MP Tyler & Associates, Inc. may terminate You, one of Your Web sites, or Your use of a promotional method, from an Affiliate's Program, at any time in MP Tyler & Associates, Inc. 's sole discretion. Breach of any Section of this Agreement is cause for immediate termination from an Affiliate's Program and/or termination of this Agreement, and may result in Charge MP Tyler & Associates, Inc. of one or more Payout/Commissions. MP Tyler & Associates, Inc. may temporarily deactivate or terminate Your Account if: (i) You or Your agent are responsible for the improper functioning of Ad Content, or if You otherwise interfere with and/or fail to maintain the Tracking Code; (ii) Your Account has not been logged into and/or there have been no Transactions credited to Your Account for any 30 day period; (iii) You maintain a negative balance in Your Account; (iv) MP Tyler & Associates, Inc. determines You are diluting, tarnishing or blurring MP Tyler & Associates, Inc. 's proprietary rights; (v) You begin proceedings to challenge MP Tyler & Associates, Inc. 's proprietary rights; or (vi) a third party (including a MP Tyler & Associates, Inc. Affiliate) disputes Your right to use any Link, domain name, trademark, service mark, trade dress, or right to offer any service or good offered on Your Web site, or through any of Your promotional means. Upon termination of this Agreement, or in case of deactivation of Your Account, You shall no longer accrue Payout/Commissions in Your Account, including but not limited to subsequent sales and/or Leads for click-through that occurred prior to termination.

(d) Termination of Programs and Offers. Programs and Offers may be discontinued at any time.

(e) Notices. Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to: (i) for MP Tyler & Associates, Inc. , via registered mail, return receipt requested or via an internationally recognized

express mail carrier to MP Tyler & Associates, Inc. , Attn: Marsha A Tyler, Chief Executive Officer of Compliance & Ethics, P.O. Box 791 Lansing, IL 60438, USA (effective upon actual receipt); and, (ii) for You, at the email or physical address listed on Your Account (effective upon sending as long as MP Tyler & Associates, Inc. does not receive an error message regarding delivery of the email) or five (5) days after mailing). All sales for membership to the Alliance or Coalition is final. No refunds are allowed for consultation services and business development services, especially after the initial period as related to MP Tyler & Associates, Inc. three (3) day rescission period per each agreement for services.

(f) Post-termination. Upon termination of this Agreement, any outstanding payments shall be paid by MP Tyler & Associates, Inc. to You within 90 days of the termination date, and any outstanding debit balance shall be paid by You to MP Tyler & Associates, Inc. within 30 days of termination of this Agreement. All payments are subject to recovery for Charge-backs. Upon termination of this Agreement, any permissions granted under this Agreement will terminate, and You must immediately remove all Links to Affiliate(s). Provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement shall survive the termination of this Agreement to the extent that and as long as is necessary to preserve a party's rights under this Agreement that accrued prior to termination.

7. Representations, Warranties, Disclaimers and Limitations.

(a) Business Operations. Each party will make reasonable commercial efforts to keep its Web site operational during normal business hours. However, the parties agree that it is normal to have a certain amount of system downtime and agree not to hold each other or Your Affiliates liable for any of the consequences of such interruptions. MP Tyler & Associates, Inc. may modify the Network Service, or discontinue providing the Network Service, or any portion thereof, at any time.

(b) Authority. Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf. IF YOU ARE AN INDIVIDUAL, YOU REPRESENTS AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.

(c) Non-infringement Warranties. You represent and warrant that: (i) You have all appropriate authority to operate, and to any and all content on, Your Web site(s); (ii) You have all appropriate authority in any promotional method you may choose to use; (iii) Your Web site(s) and Your promotional methods do not and will not infringe on a third party, a MP Tyler & Associates, Inc. Affiliate's, or MP Tyler & Associates, Inc. 's, proprietary rights; and (iv) You shall remain solely responsible for any and all Web sites owned and/or operated by You and all of Your promotional methods. MP Tyler & Associates, Inc. may or may not review all content on YourWeb site or used by You in Your promotional methods.

(d) Compliance with Laws. You are responsible for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of statutorily recognized regulatory authorities) in force or applicable in the United States or in any other applicable territory, and warrant that no promotion method used by You or the content of Your Web site(s) will render MP Tyler & Associates, Inc. liable to any proceedings whatsoever.

(e) Limitation of Liabilities. ANY OBLIGATION OR LIABILITY OF MP TYLER & ASSOCIATES, INC. UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF YOUR PAYOUT/COMMISSIONS PAID TO YOU BY MP TYLER & ASSOCIATES, INC. UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE CLAIM. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST THE OTHER PARTY TO THIS AGREEMENT MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT. YOU AGREE THAT MP TYLER & ASSOCIATES, INC. SHALL NOT BE LIABLE TO YOU,

OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO A CLAIM BY ANOTHER MEMBER OR AN AFFILIATE OF THE NETWORK SERVICE), FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

(f) Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MP TYLER & ASSOCIATES, INC. DISCLAIMS ALL WARRANTIES IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (C) THAT MP TYLER & ASSOCIATES, INC. 'S SECURITY METHODS WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (D) AGAINST INTERFERENCE WITH ENJOYMENT OF THE MEMBER'S INFORMATION OR WEB SITE. ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED TO YOU IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. MP TYLER & ASSOCIATES, INC. IS, UNDER NO CIRCUMSTANCES, RESPONSIBLE FOR THE PRACTICES, ACTS OR OMISSIONS OF ANY AFFILIATE OR MEMBER, OR SUCH AFFILIATE OR MEMBER'S WEB SITE(S), AND/OR THE CONTENT OF AN AFFILIATE'S WEB SITE OR THAT AN AFFILIATE MAKES AVAILABLE THROUGH THE NETWORK SERVICE.

(g) Remedies. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(h) Benefit of the Bargain. THE PROVISIONS OF THIS SECTION 7 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

8. Member's Indemnification Obligations. Member shall defend, indemnify and hold MP Tyler & Associates, Inc. and Affiliates harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) incurred, claimed or sustained by third parties, including but not limited to Affiliates, directly or indirectly as a result of (a) Member's breach of or non-compliance with this Agreement, (b) Member's violation of any law, or an alleged violation of law by MP Tyler & Associates, Inc. , that is a direct or indirect result of Member's use of the Network Service, (c) Member's use of the Network Service, (d) Member's participation in any Program, (e) any content, goods or services offered, sold or otherwise made available by Member to any person, (f) Member's acts or omissions in using, displaying or distributing any internet links obtained from the Network Service or elsewhere, including but not limited to Member's use of internet links via email distribution, (g) any claim that MP Tyler & Associates, Inc. is obligated to pay tax obligations in connection with payment made to Member pursuant to this Agreement and/or any Affiliate's Program, and (h) any violation or alleged violation by Member of any rights of another, including breach of a person's or entity's intellectual property rights (each (a)-(h) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this Section 8, MP Tyler & Associates, Inc. shall promptly notify Member, and MP Tyler & Associates, Inc. shall be entitled, at its own expense, and upon reasonable notice to Member, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of Member's obligations to indemnify or hold MP Tyler & Associates, Inc. harmless. Member shall not settle any Claim without MP Tyler & Associates, Inc. prior written consent. Member also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating or enforcing this Section 8. In the context of this Section 8 only, the term "MP Tyler & Associates, Inc." shall include officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors and membership home-based business owners.

9. Miscellaneous.

(a) Headings and References. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph.

(b) Third Party Disputes. In the event of a third party claim against either: (a) MP Tyler & Associates, Inc. intellectual property; or (b) against MP Tyler & Associates, Inc. right to offer any service or good on MP Tyler & Associates, Inc. Website(s) or if, in MP Tyler & Associates, Inc. opinion, such a claim is likely, MP Tyler & Associates, Inc. shall have the right, at its sole option and in its sole discretion, to (i) secure the right at MP Tyler & Associates, Inc. expense to continue using the intellectual property or good or service; or (ii) at MP Tyler & Associates, Inc. expense replace or modify the same to make it non-infringing or without misappropriation.

(c) Relationships of Parties/Third Party Rights. The relationships of the parties to this Agreement shall be solely that of independent contractors/home-based business owners, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of an independent contractor. You agree that Your consent is not necessary to modify any Affiliate Service Agreement.

(d) Choice of Law/Attorneys' Fees. This Agreement is governed by the laws of the State of Illinois (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts, and, to the extent that federal courts have exclusive jurisdiction, in Illinois. The parties consent to such venue and jurisdiction and waive any right to a trial by jury. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys fees and costs. MP Tyler & Associates, Inc. controls and operates its similar), fires, flood, earthquakes, explosions, and other acts of God.

(f) Severability/Waiver. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

(g) Assignment and Acknowledgement. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, your consent shall not be required for assignment or transfer made by MP Tyler & Associates, Inc. (1) due to operation of law, or (2) to an entity that acquires substantially all MP Tyler & Associates, Inc. stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent). Your use of the Network Service is irrefutable acknowledgement by You that You have read, understood and agreed to each term and provision of this Agreement. MP Tyler & Associates, Inc. may establish from time to time rules and regulations regarding use of the Network Service as published on the Network Service and incorporated herein.

(h) Marketing. Member agree that MP Tyler & Associates, Inc. may identify it as a MP Tyler & Associates, Inc. Member in client lists and may use Member's name and/or logo solely for such purpose in its marketing materials. Any other uses of Member's name and/or logo not otherwise described or contemplated herein shall require Member's prior written consent.

(i) Tax Status and Obligations. MP Tyler & Associates, Inc. is not obligated to and shall not provide You with tax and/or legal advice. MP Tyler & Associates, Inc. undertakes no duty to investigate or research Your tax status and/or obligations, and such research and investigation is solely Your responsibility. You are obligated to independently assess and comply with all relevant tax and legal requirements, and Affiliate is responsible for its own sales tax collection and reporting obligations arising from sales made to Visitors. If MP Tyler & Associates, Inc. provides You with information regarding an Affiliate or Member, the information shall not be deemed tax or legal advice, and MP Tyler & Associates, Inc. shall not be responsible for the accuracy of such information. Any Member or Affiliate addresses provided to You are addresses provided by the relevant Affiliate or Member, and such addresses may not necessarily indicate the location or presence of the Member or Affiliate in such location or elsewhere.

(j) Entire Agreement, Assignment and Amendment. This Agreement, including the Introduction, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assent to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initiated by both parties. Notwithstanding the foregoing, MP Tyler & Associates, Inc. shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement without notice. Your continued use of the Network Service after the effective date of such Change shall be deemed Your acceptance of the revised Agreement.

IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.