

## Affiliate Program Agreement

This agreement is a binding, legal contract between you, the Affiliate and our business, the Company. The Affiliate Program is administered through our Company pursuant to the policies at our Company Web site, as well as this agreement.

This is a closed affiliate program. The affiliate program is available by invitation only. In some cases, at company's sole discretion, company may additionally invite actual purchasers of the program or service, to participate in the affiliate program.

Normally, commissions will be paid by Company as outlined on our Company Web site. However, affiliate expressly agrees that company may withhold commissions for any extended period of time, that company deems reasonable or necessary, to protect company's interests, in certain circumstances. Said circumstances may include but are not limited to, the selling of high ticket items or services, fraud, chargebacks, bank or merchant account delays in payment of funds, freezing of funds, or for any other reason company deems necessary to protect its interests.

Affiliate must submit all U.S. State and Federal tax forms required by Company, in order for Company to comply with said tax laws, prior to the release of any commission payments.

Company reserves the right to change the price of Company's products and commission percentages for products without notice. Commissions are based on the percentage of sale in effect at the time of sale.

Affiliate is solely an Independent Contractor when acting as an Affiliate. No partnership, joint venture or other legal entity is created between Company and Affiliate.

Affiliate represents and warrants to Company, that Affiliate has read and understands the Company Policies that are set forth on our web site and agree to the terms set forth therein.

Company reserves the right to amend this agreement as needed from time to time, and Affiliate agrees that any and all such amendments will apply to Affiliate. The starting of or continuation of Affiliate status, promoting or marketing the Company, Company products or services, or Affiliate's acceptance of income, shall constitute Affiliate's acceptance of this agreement and any and all amendments. Affiliate agrees to review this agreement for any changes or additions, monthly or at the beginning of each affiliate payout cycle, whichever is sooner. The date of the last change or addition to this agreement is posted at the end of this document.

All affiliates must be 18 years of age or older. If you are under 18 years of age you are not permitted to be an affiliate.

Affiliate agrees to receive e-mail from our Company, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

Affiliate agrees to only present Company, Company products and services as set forth in the official Company Website or Company marketing materials. Affiliate will make no claims regarding potential income, earnings, products, or services beyond what is stated at the official Company Website. Affiliate also agrees not to reproduce commission checks or distribute commission checks in any form or by any means.

Affiliate agrees not to disparage Company, Company products or services other Company Affiliates in any manner. Affiliate understands that disparagement may result in the immediate suspension or termination of Affiliate account with a cancellation of any pending commissions.

#### SPAM PROHIBITED

Company has zero tolerance toward any Affiliates associated with spam. The accounts of Affiliates associated with spam are immediately terminated as soon as the violation is verified, with a cancellation of any pending monies or commissions owed.

Company will immediately terminate any Affiliate account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk e-mail. Company will report spam, along with all the spammer's identifying information, to the Federal Trade Commission and other agencies for civil and criminal prosecution.

For the purpose of this agreement SPAM is defined as e-mailing ANYONE, in bulk or by single mailing, about Company, Company products or services, who has not specifically requested the information directly from Affiliate. Mailings to names or lists that have been purchased, including but not limited to so called safe lists or co-reg lists, regardless of the opt-in procedures, are not permitted. Company considers ANY type of advertisement about Company, Company products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be spam.

Affiliate agrees to comply with all U.S. State and Federal spam laws, including but not limited to the Federal CAN-SPAM Act.

Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then you as Affiliate agree to pay Company liquidated damages of \$500 for each piece of spam or unsolicited e-mail transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

#### FEDERAL TRADE COMMISSION (FTC) COMPLIANCE

Affiliate agrees to comply with all U.S. State and Federal marketing laws, including but not limited to the FTC guidelines for using affiliate relationship disclaimers. It's recommended that the Affiliate reviews and follows the FTC Revised Endorsement Guides on the FTC Web site at

<http://www.ftc.gov/bcp/edu/pubs/business/adv/bus71.shtm>

#### OTHER PROHIBITED PRACTICES

Company reserves the right to refuse payment for any reason it deems necessary and said reason or reasons shall be in the sole discretion of Company. Other prohibited practices include, but are not limited to, Affiliate using their Affiliate link to purchase Company products or services, or any instance or attempt to steal commissions using automatic cookie setters, spyware, or other technologies affecting the integrity or fairness of the program.

#### PAYMENTS

All Affiliate payments will be made in U.S. dollars. If a sale is canceled or refunded, any paid commission will be deducted from a subsequent payment. Affiliate commissions will not be paid based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. Company reserves the right to deduct in subsequent months, any commission paid for a product or service that is subsequently returned or refunded, or for any reason where the previous monthly commission was overpaid or later subject to reduction.

Affiliate is solely responsible for ensuring that their Affiliate Link is set up properly to have sales tracked and recorded to qualify for commissions. Company is not responsible for the failure to assign any sale or commissions to Affiliate if the same results from the improper formatting of any affiliate links.

Company will only pay commissions on sales that are tracked through our tracking system and indicate Affiliate as the source of the visit to Company Web site. Affiliate has no right to commissions if a buyer later returns to the Company site through another Affiliate link or source and makes a purchase.

You have no right to commissions based upon subsequent sales, or where “cookies” are used, overwritten or deleted even where the customer first arrived at the Company site through your Affiliate link. Commissions will only be paid when the buyer makes a purchase on the same visit using your Affiliate link or with your “cookie” indicating you as the affiliate.

#### NO INCOME CLAIMS ARE MADE

Company makes no representations or warranties whatsoever, regarding potential income that may result from participation in Company’s Affiliate Program and Company specifically disclaims any and all warranties in regards to Affiliate’s earning potential.

Affiliate agrees to provide Company with a valid contact information upon registration.

Company will make every reasonable effort to accurately track and pay commissions for all sales that belong to or are credited to Affiliate. Company is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily interfere with, disrupt or diminish tracking or service.

Company shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or program, even where Company has been advised of the possibility of such damages. Company’s total liability arising from this agreement or program shall not exceed the total commissions paid or payable by Company.

Company is responsible for handling all customer inquiries, fulfilling product orders, customer billing and collection of monies.

Company pricing of products and services is totally within Company discretion and Company reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advance notice to Affiliate.

Our only responsibility to you in this regard is to track customer orders that occur through links from Affiliate and make reports of the commissions due as a result thereof. All such reports shall be un-audited.

## CUSTOMER PRIVACY

To protect customer privacy, under Company's Privacy Policy, if deemed necessary Company reserves the right to withhold identifying customer contact information from Affiliate. Company has no obligation to provide Affiliate with any specific information for any customer, regardless of whether said customer arrived at the Company Web site through an Affiliate link.

Company reserves all rights in or to its trademarks and servicemarks and copyrights, although they may be used by Affiliate in accordance with this agreement. Affiliate may in no way display a Company logo, image, or trademark which may be distasteful, defame, or misrepresent Company in any way.

## AFFILIATE PRIVACY

You, the affiliate, to join the Company affiliate program, expressly agree and authorize us, the Company, to share your, the affiliate's contact information, including mailing address and email, and other information, solely in our discretion, with select partners.

## PROHIBITED WEBSITES

Affiliate agrees not to misrepresent Company products or services. Affiliate also agrees not to advertise Company products or services on Web sites that promote sexually explicit material, violence, Warez or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities.

Company reserves the right to terminate your affiliate status for any reason in our sole and absolute discretion, including but not limited to the reasons set forth herein.

Company makes no warranties expressed or implied for the Affiliate Program except as outlined in this Agreement. Affiliate program is provided As Is.

Company and Affiliate reserve the right to terminate this agreement at any time, without notice. If terminated, outstanding commissions shall be paid in the next payment cycle, as long as the terms of this agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount of monies due are paid.

Affiliate is solely and fully responsible for any and all costs and expenses Affiliate incurs in the marketing of the Company, Company products and services, and Affiliate agrees to hold Company harmless from same.

In the event that any provision of this Agreement is held to be invalid or unenforceable, said provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

The Company location is on the Web site and as an Affiliate you agree that this offering is made from the Company's location and shall be governed by the laws of the State of Texas where the Company is located, in the U.S.A..

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas where the Company is located in, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Texas where the Company is located. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas where the Company is located, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of El Paso, Texas, U.S.A. where the company is located.

The Company obligations and Affiliate remedies are solely and exclusively as described and limited in this agreement and if applicable, on the Company's Web site affiliate information. Company liability, whether based on contract, tort, warranty, strict liability, or other legal claim, shall not exceed the price of the individual goods, products, services or commission owed, whose alleged defect or damage is the basis of the claim. In no event shall Company be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage to Affiliate.

#### Affiliate Promotional Guidelines Synopsis

In addition to the above affiliate terms our Company requires the following terms to be adhered to in order to protect the public and all our Affiliates, when promoting any Company products. This is a Company Guideline synopsis and not a complete or comprehensive list of requirements.

1. Two or more people can NOT share and promote the same Affiliate link (a.k.a. teaming up) in an attempt to win a bonus prizes UNLESS those two or more people have an existing formalized business relationship (such as co-owners of their company).

2. Do NOT build pages or websites that may easily lead visitors to believe they are "official product sites" or Company pages or websites. Clearly label your websites as yours and make it clear that our Company does NOT own them.

This includes NOT USING Company logos or products names in the header of your page, your site or as the header for your blog. Affiliates are allowed to use the official Affiliate banners and logos Company provides for advertisements but they are not intended to be used as design elements for your site or blog.

Affiliates must fully disclose your Affiliate relationship in keeping with the [FTC guidelines](#), in all Affiliate promotions.

3. When promoting Company products and services Affiliates are prohibited from telling your potential buyers that they can keep your bonus offer even if they refund our products and/or services.

4. When promoting our products and services do NOT instruct existing product owners to refund their orders so they can re-order using your link in order to get your bonus.

5. When promoting our products and services do NOT tell existing product owners to have their affiliate commission reassigned to you so they can claim your bonus offer.

6. Affiliates may NOT register or use existing domain name/ URL that contain the names and/or trademarks of any of our products or services, or any variations of thereof.

Our authorized Affiliates may use our trademarks/product names/service names in their page titles when promoting our products as an authorize Affiliate, but they may not use them in the root domain itself.

For example: “ruthlessnegotiationmybonus.com” would NOT be an acceptable domain name because it contains our trademark (product name) in it.

However, yourdomain.com/ruthlessnegotiationmybonus.html would be acceptable because it is the title of a page on your website and you are using it to promote our product and services as an authorized Affiliate.

Also, do NOT use our trademarks/product names/service names on social media pages on sites such as Youtube, Facebook, Twitter or other social media.

For example: Facebook.com/ ruthlessnegotiation would not be an acceptable page name to use since it contains “Ruthless Negotiation™”.

If you have any questions about this policy, or any others contact our Affiliate Team for clarification.

Review Company’s Spam Prohibition above under the heading “Spam Prohibited.”

Other Prohibitions:

Spam will not be tolerated. No cash rebates allowed , no cookie stuffing or automated cookie setting allowed, no direct linking with CPV/PPV offers, and you are required to use all the proper earning disclaimers, legal disclaimers, and adhere to the FTC guidelines for affiliate promotions, etc. when promoting any of our products or services.

Please refer to our Affiliate Agreement above and other Terms and Conditions listed on our TubeTrafficSecretsAffiliates.com website for complete details.

Affiliate Bonus Terms: Victor Urbina is the sole and only person who decides what affiliate gets a Bonus, if any, and what that Bonus will be. Victor Urbina reserves the right to modify any and all. Bonus offers in any way, shape or form including canceling any and all bonuses if he deems it necessary. Affiliate is responsible for any taxes due and must submit all necessary tax forms to Foot Wedge Enterprises, LLC in a timely fashion or Bonus will be forfeited. I reserve the right to award the “approximate retail value” cash equivalent (in U.S. dollars via paypal) in lieu of any of the bonus items themselves.

Company reserves all rights not expressly granted here.