

KIDS AGAINST DRUGS NETWORK, LLC

Affiliate Agreement

The following are the terms and conditions of participation in the KIDS AGAINST DRUGS NETWORK, LLC Affiliate Program. "Affiliate" refers to you, the Affiliate Applicant. The "KIDS AGAINST DRUGS NETWORK, LLC" (hereinafter KADN) administrative offices are located at 9445 E McLellan Road, Mesa, AZ 85207.

Payments and Commissions: KADN will pay the Affiliate an override commission for each KADN product sale that is sold through the "Kids Against Drugs" Internet promotion anywhere in the world. The Affiliate override commission paid is 20% on the first tier and 10% on the second tier on the sale of all KADN products through this Internet promotion unless this agreement is amended and agreed to by both parties.

Affiliate override commissions shall be paid by check or direct deposit on the 15th day of the month following the prior monthly sales period. KADN reserves the right to modify the payment schedule as long as notice is mailed to the last known address of the Affiliate. Although the Affiliate program is not limited to the U.S., all payments will be made in U.S. dollars. If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment.

Affiliates are Independent Contractors and NOT employees of KADN and are responsible for their own local, state, or country taxes. All Affiliate Applications are subject to the discretion and approval of KADN. Both KADN and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for the current monthly sales period at the time of cancellation shall be paid at the next commission disbursement date, so long as the terms of this agreement are not voided by the Affiliate.

Affiliate Link: Affiliates are issued a unique "Affiliate Link" which allows KADN to identify visitors, correspondence or advertising originating from Affiliate's site. These visitors and subsequent sales are tracked and recorded only through the Affiliate Link. To receive commissions, sales must come through the provided Affiliate Link. The Affiliate Link may appear in various forms (banner, image, coupons, or text link) on Affiliate's site. To receive Affiliate commissions, any correspondence from any Affiliate contact which results in a sale or purchase must contain the Affiliate's unique Affiliate Link URL.

KADN reserves all rights in or to its trademarks and service marks. These may be used by the Affiliate in accordance with this agreement. Affiliate may in no way display a KADN logo, image, or trademark, in a manner which may defame or be distasteful or misrepresent. Affiliate shall not misrepresent KADN's mission, products or services.

Affiliate is solely responsible for insuring that their Affiliate Link is set up properly to qualify for commissions.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of KADN's products or services. This action will result in immediate termination of Affiliate's account and cancellation of any pending commissions. Affiliate will also be in violation of the KADN Affiliate Agreement and subject to legal action.

Prohibited Sites: Businesses, individuals and those sites that promote illegal drugs and/or illegal drug-use, sexually explicit material or violence do not qualify to become an Affiliate. Those that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Those that promote illegal activities shall not be accepted. By applying, Affiliate affirms that Affiliate does not directly or indirectly promote or endorse these activities.

Term of agreement: This agreement remains in effect until cancelled with cause and or by default by either party. Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled by the Affiliate's contacts. Payment of the final commission to the Affiliate may be withheld for a reasonable time in order to ensure that the Affiliate contact transactions are successfully completed.

Disclaimer: KADN will make every reasonable effort to track and pay commissions for all transactions that apply to Affiliate. However, KADN is not responsible for technical problems, acts by third parties, or other events outside KADN's reasonable control, which may temporarily disrupt or diminish this service.

Privacy: To protect KADN's customer privacy, KADN cannot provide identifying customer names and contact information to Affiliate. However, KADN will provide an online report detailing price, service, date of sale, and other relevant data for Affiliate records.

Independent Contractor: The relationship between KADN and Affiliate established by this Agreement is that of independent contractor. KADN and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. The term "Affiliate" shall not be interpreted as a legal partner or legal affiliate as defined by law. Affiliate is recognized only as an independent contractor for KADN under this agreement.

Limitation of Damages: KADN 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 if KADN has been advised of the possibility of such damages. KADN's aggregate liability arising under or with

respect to this agreement or the program shall in no event exceed the total commissions paid or payable by KADN under this agreement.

The Affiliate understands that, due to the nature of technology, Affiliate tracking is not always 100% accurate and KADN is not responsible for inaccuracies that might occur beyond its control. Tracking of Affiliate sales depends on several factors which are out of the control of KADN. It is the goal of KADN to make Affiliate tracking as accurate as possible.

Warranty Disclaimer: KADN makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

Governing Law: The laws of the State of Arizona and the United States shall govern this agreement.

As Agreed to this _____ day of _____ 20____

Affiliate Signature

Affiliate Printed Name