



PROFITX.COM AFFILIATE AGREEMENT TERMS OF SERVICE

This Agreement is entered into by and between Fiscal Group, Inc. (hereinafter "Company"), owner of the www.profitx.com Internet website ("Company Website") and the applicant/participating member of the affiliate program described below ("Affiliate"). Affiliate access to the Company Website including, without limitation, the affiliate program described below ("Affiliate Program"), is conditioned upon acceptance, without Affiliate's modification of the following terms, conditions, and notices. Company reserves the right, in its sole discretion, to change the terms and conditions of this Agreement at any time. Any and all changes to this Agreement become effective upon posting on the Company Website. Affiliate is solely responsible for regularly reviewing these terms and conditions and any additional terms posted on the Company Website. Affiliate's continued participation in the Affiliate Program constitutes the Affiliate's agreement to all such additional and/or revised terms and conditions.

1. Term and Termination.

A. The term of this Agreement will begin upon Company's acceptance of Affiliate's request form (described in Section 2 below) and will end when terminated by either party ("Term"). Either party may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by electronic mail ("Email") to the most recent Affiliate email address listed in Company's records is considered sufficient notice for Company to terminate this Agreement. In the event that this Agreement is terminated without cause, in the sole discretion of the Company, Affiliate shall be eligible to receive payment for all commissions earned prior to the date of notice of termination. Affiliate shall not be eligible to receive any payments under this Agreement, even for commissions earned prior to the date of termination, if, in the sole discretion of the Company, such termination is the result of a violation of the terms and conditions of this Agreement and/or the result of a violation of local, state or federal law(s).

B. This Agreement may be terminated by Company if the Affiliate fails to generate traffic (as described in Section 3 below) for any consecutive sixty (60) day period. In the event of termination for such failure, Affiliate will be eligible to apply for a new account.

C. The following activities shall be grounds for immediate termination of this Agreement, in the sole discretion of the Company, as it relates to Affiliate, the Affiliate Program and the Affiliate's account and may result in permanent withholding of payment:

i) Any form of unsolicited commercial email (i.e. "spamming") generated by the Affiliate account including, but not limited to, spamming conducted by Internet Relay Chat postings, newsgroups, and/or instant messaging clients;

ii) Publishing, transferring, reassigning, disclosing, distributing, or permitting any other person to use the Affiliate account and Affiliate Program membership;

iii) Providing inaccurate or incomplete information to Company concerning Affiliate's identity, bank account, address or other required information; iv) Attempts to defraud or mislead Company in any way that may be attributed to the Affiliate account;

v) Misrepresenting to the public the terms and conditions of the Company's approved websites or of the terms and conditions of Affiliate's site(s);

vi) Promotion of Company approved websites by Affiliate on password sites, MP3 sites or pirated software (i.e. "warez") sites;

vii) Affiliate owning or operating an adult-oriented website in connection with a person who is under eighteen (18) years of age, and/or under the age of majority in states, provinces or countries where the age of majority is greater than eighteen (18) years of age;

viii) Inclusion of stolen, illegal or unauthorized content (including, but not limited to, child pornography, bestiality or other obscene matter) on Affiliate site(s); and

ix) Affiliate operating from a foreign country from which Company will not accept accounts including, but not limited to:

Afghanistan, Albania, Armenia, Azerbaijan, Belarus, Brazil, Bulgaria, China, Costa Rica, Croatia, Cuba, Czech Republic, Estonia, Georgia, Hungary, India, Indonesia, Iran, Iraq, Israel, Japan, Jordan, Kaliningrad, Kazakhstan, Korea, Kuwait, Kyrgyzstan, Latvia, Lebanon, Lithuania, Malaysia, Moldova, North Korea, Oman, Pakistan, Qatar, Philippines, Romania, Russia, Saudi Arabia, Singapore, Slovakia, Slovenia, Sudan, Syria, Taiwan, Tajikistan, Thailand, Turkey, Turkmenistan, Ukraine, United Arab Emirates, Uzbekistan, Yemen and Yugoslavia.

2. Banner Ads, Request Forms and Websites.

A. During the Term of this Agreement, Affiliate agrees to direct Internet traffic to the Company Website and/or ProfitX Websites (as defined in Section 3 below) by referring visitors to said websites via Internet banner advertisements ("Banner Ads"). The placement of Banner Ads on the Affiliate's website ("Affiliate Website") will be conditioned upon the Affiliate's submission of a properly completed and Company approved request form ("Request Form"). Request Forms can be accessed at <http://www.profitx.com/join.html>. Affiliate agrees and understands that payment for, and placement of, the Banner Ads will be subject to any additional terms and conditions contained in the Request Form, which may be altered by Company, at any time, in its sole discretion, without notice to Affiliate.

B. Each party shall be solely responsible and liable for the development, operation and maintenance of its respective websites and for all material, content, products and services appearing/offered on such websites. Affiliate agrees that the Company shall not be deemed a publisher of the various products, services, and/or content available for purchase or viewing on the Affiliate Website and/or ProfitX Websites (as defined in Section 3 below). Furthermore, Affiliate agrees that the Company shall have no responsibility or liability, whatsoever, for the quality or content of any products, services and/or content as advertised on ProfitX Websites (as defined in Section 3 below) and/or Affiliate and any third parties on the Affiliate Website.

C. Company is not responsible for, and Affiliate shall indemnify and hold Company harmless for, any and all liability associated with, the accuracy, copyright compliance, legality and/or decency of any content located on the Affiliate Website. If Company receives a complaint related to Affiliate content, the Affiliate's account and participation in the Affiliate Program may be suspended or terminated, in the sole discretion of the Company. In most cases, the Company will investigate the alleged abuse and, if a violation is deemed to have occurred, any outstanding commission payments may be permanently withheld by Company. Company reserves the right, in its sole discretion, without liability, to reject, omit or terminate any Banner Ad, for any reason, at any time, with or without notice to the Affiliate, and whether or not such Banner Ad was previously acknowledged, accepted, published and/or uploaded by Company.

3. Payment.

A. For the purposes of this Agreement, "ProfitX Website" shall mean those Internet websites that are listed in the Company's "Site Portfolio" section, accessible at <http://www.profitx.com/portfolio.html>. For the purposes of this Agreement, "Unique Click" shall mean a distinct Internet Protocol address directed to the Company Website and/or ProfitX Website by a Banner Ad placed on the Affiliate Website that has not accessed the Company Website and/or ProfitX Website for the previous twenty-four (24) hour period. For the purposes of this Agreement, "Sign-Up" shall mean registration and membership in an ProfitX Website program that directly results from Unique Clicks. For the purposes of this Agreement, "Active Webmaster" shall mean a person or entity owning or operating one or more websites which prominently feature adult-oriented content that refers at least one Sign-Up to an ProfitX Website. For the purposes of this Agreement, "Web900 Sale" shall mean a billing method whereby the Company permits third parties to pay for various services via 3250 billing (i.e. telephone-billed charges).

B. Commissions due and owing to Affiliate will be paid by Company on a bi-weekly basis. Pay periods are fourteen (14) day periods running from Sunday to Saturday ("Pay Period"). Payout is processed on each Sunday following the end of the previous Pay Period. Payment shall be remitted to Affiliate on each Monday, excluding national holidays. In the event of a national holiday falling on a Monday, payment will be remitted on the following business day. Affiliate will have the option to elect to be paid either by check or wire transfer. Payment is contingent on Affiliate submission of a properly completed and approved Request Form, which must include a verifiable street address. Company reserves the right not to send commission checks to post office boxes.

C. Once approved for participation in the Affiliate Program, the Affiliate must select one of the following four (4) commission payment options:

i) Per Unique Click: Company will pay Affiliate a commission equal to ten cents (\$.10) per Unique Click; provided however, that Affiliate must convert at a rate equal to or better than one (1) Sign-Up for every five hundred (500) Unique Clicks (1:500). Affiliate will receive an additional fee of fifteen dollars (\$15.00) on every Web900 Sale that is generated from the Affiliate Website. In the event that the Affiliate conversion rate falls below the aforementioned level, Affiliate will automatically be placed in the Per Sign-Up program as described below.

ii) Per Sign-up: Company will pay Affiliate a commission equal to twenty five dollars (\$25.00) per Sign-Up, up to a maximum of fifty (50) Sign-Ups per Pay Period. Affiliates shall receive a commission of thirty dollars (\$30.00) for each Sign-Up that exceeds fifty (50) Sign-Ups per applicable Pay Period.

iii) 60/40 Partnership: Company will pay Affiliate sixty percent (60%) of all revenue generated as a direct result of Unique Clicks to ProfitX Websites, less applicable processing fees, chargebacks, refunds and membership revocations. Affiliate will also receive a fee of fifteen dollars (\$15.00) on every Web900 Sale that is generated as a direct result of Unique Clicks.

iv) \$25.00 Webmaster: Affiliate will receive twenty-five dollars (\$25.00) for each Active Webmaster that registers for the Affiliate Program as a direct result of Unique Clicks; provided, however, that Affiliate will not be paid for referring webmaster(s) unless the applicable webmaster(s) become(s) active by referring at least one Sign-Up to an ProfitX Website.

D. Tracking of Unique Clicks, Sign-Ups, revenue generated and commissions earned by the Affiliate shall be determined in the sole discretion of the Company. No commission will be paid for Unique Clicks and/or Sign-Ups if the traffic directed to the Company Website and/or ProfitX Websites results from the fraudulent efforts of the Affiliate, the Affiliate's family or anyone within the Affiliate's organization, as determined in the sole discretion of the Company. Commission

rates are subject to change from time to time, upon thirty (30) days prior notice to Affiliate and/or notice posted on the Company Website. Commissions will only be paid for visitors that are capable of being tracked by the Company's system from the time of the visitor's click on the Banner Ad to the time of ultimate sale/membership on the Company Website and/or the Affiliate Website. No commission will be paid if the visitor's payment cannot be tracked directly to the Affiliate Website by the Company's system or if full payment for services is not tendered by the applicable visitor.

E. Affiliate understands and agrees that Company bears no responsibility for, and/or control over, the ProfitX Website(s) and that the Company shall not be held liable for any of the content and/or services offered on the ProfitX Website(s).

4. Limited Warranty.

COMPANY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO AFFILIATE, ITS CLIENTS, THIRD PARTY ADVERTISERS, PROFITX WEBSITES AND THE CONTENT CONTAINED IN THE AFFILIATE WEBSITE(S) AND/OR PROFITX WEBSITES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS AND SERVICES OFFERED AND SOLD ON THE AFFILIATE WEBSITE AND/OR PROFITX WEBSITES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE).

AFFILIATE'S PARTICIPATION IN THE AFFILIATE PROGRAM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE EXPRESSLY PROHIBITED BY LAW, COMPANY DISCLAIMS ANY AND ALL LOSS, DAMAGE OR LIABILITY ARISING OUT OF OR RELATING TO AFFILIATE'S PARTICIPATION IN THE AFFILIATE PROGRAM INCLUDING, BUT NOT LIMITED TO, ANY LOSS, DAMAGE OR LIABILITY RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) LOSS OF OR DAMAGE TO SOFTWARE OR HARDWARE; (C) ACCESS DELAYS OR ACCESS INTERRUPTIONS; (D) COMPUTER VIRUSES; (E) NON-DELIVERY OR MIS-DELIVERY OF DATA; (F) THE NEGLIGENT ACTS AND/OR OMISSIONS OF COMPANY; (G) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION, GOODS, OR SERVICES OBTAINED ON OR THROUGH THE SERVICE; AND (H) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND COMPANY'S CONTROL.

THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

5. Limitation of Liability.

A. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN NO EVENT SHALL COMPANY, ITS RESPECTIVE AGENTS, EMPLOYEES OR SHAREHOLDERS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

B. AFFILIATE WILL AT ALL TIMES DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND

ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ACCOUNTANTS, ATTORNEYS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATED TO THE DEVELOPMENT, OPERATION OR MAINTENANCE OF ANY AFFILIATE WEBSITE AND THE CONTENT, PRODUCTS AND/OR SERVICES ACCESSIBLE THROUGH THE AFFILIATE WEBSITE. AFFILIATE SHALL INFORM COMPANY PROMPTLY CONCERNING ANY MATTERS RELATED TO THE AFFILIATE WEBSITE AND/OR PRODUCTS OR SERVICES ADVERTISED THEREON WHICH COULD ARGUABLY LEAD TO A CLAIM OR OFFICIAL PROCEEDING BY ANY THIRD PARTY AGAINST AFFILIATE, COMPANY, OR ITS NETWORK SUPPLIER. AFFILIATE SHALL GIVE COMPANY PROMPT WRITTEN NOTICE OF ANY CLAIM, ACTION OR DEMAND FOR WHICH INDEMNITY MAY BE CLAIMED. COMPANY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONTROL THE DEFENSE AND/OR SETTLEMENT OF ANY CLAIM IN WHICH IT IS NAMED AS A PARTY AND WHICH ARISES AS A RESULT OF AFFILIATE'S BREACH OF ANY WARRANTY, REPRESENTATION, COVENANT OR AGREEMENT UNDER THIS AGREEMENT. COMPANY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN ANY DEFENSE OF A CLAIM AGAINST COMPANY WITH COUNSEL OF COMPANY'S CHOICE AT COMPANY'S OWN EXPENSE.

C. Neither party shall, without the prior written consent of the other party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against the indemnified party.

D. NO PARTY MAY COMMENCE AN ACTION TO THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT.

6. Confidentiality and Non-Disclosure.

A. The parties agree and acknowledge that, as a result of negotiating, entering into and performing this Agreement, each party has and will have access to certain of the other party's Confidential Information (as defined below). Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that, during the Term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and shall restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

B. As used in this Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, strategies, methods and/or practices; and (iii) other information relating to either party that is not generally known to the public, including information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt

from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

6. Force Majeure.

The parties shall not be held responsible for delays or failures in satisfying the obligations arising under this Agreement caused by fires, strikes or similar labor difficulties, embargoes, government requirements, civil or military authorities, telecommunications and/or Internet failure, Company vendor delays, acts of God or the public enemy or other similar causes beyond the control of the parties. All commission payment obligations shall be suspended during any force majeure event.

7. Independent Contractor.

In making and performing this Agreement, both Company and Affiliate shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expense for or in the name of the other party.

8. Headings.

The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

9. Governing Law, Arbitration, and Costs.

A. This Agreement shall be governed by and interpreted or construed in accordance with the laws of the State of New York. Venue and jurisdiction shall be in New York County, New York, which venue and jurisdiction the parties agree and consent to.

B. Should a dispute arise concerning the terms and conditions of this Agreement, or the breach of same by any party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York City, in accordance with their then current Commercial Arbitration Rules. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction.

C. If either party should institute any action or proceeding to enforce or interpret any term or provision hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

10. Severability.

Each Article, paragraph and provision of this Agreement is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

11. Amendments, Modifications, and Supplements.



Amendments, modifications and supplements to this Agreement are allowed and will be binding upon Company and Affiliate after the effective date of this Agreement, provided that such amendments, modifications and supplements are posted on the Company Website. Such amendments, modifications and supplements shall not be construed to adversely affect vested rights or causes of action which may have occurred prior to the effective date of such amendment, modification or supplement, unless the same shall be specifically so provided in such amendment, modification or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications and supplements made in accordance herewith.

12. Waiver.

No waiver of or failure to exercise any right by either party under the terms of this Agreement on any occasion shall be construed to be a waiver by such party of that or any other right on any other occasion.

13. Entire Agreement.

This Agreement, together with the above-referenced Request form, shall constitute the entire Agreement between Company and Affiliate with respect to the obligations arising under this Agreement. This Agreement supersedes all previous agreements between Company and Affiliate relating to such obligations.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW AFFILIATE ACKNOWLEDGES THAT S/HE HAS READ THE ABOVE AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, PROMISES, WARRANTIES, DUTIES AND OBLIGATIONS SET FORTH THEREIN.

I ACCEPT

I DECLINE