

Speed Equity® System

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AFFILIATE PROGRAM AGREEMENT

SPEED EQUITY® AFFILIATE AGREEMENT

This **Affiliate Agreement** (this "AGREEMENT") between **Speed Equity, LLC**, a Washington State Limited Liability Company (hereinafter referred to as the "COMPANY"), and you, a prospective **Speed Equity® Affiliate** (hereinafter referred to as the "AFFILIATE") in utilizing the Speed Equity® AFFILIATE Program (hereinafter referred to as the "AFFILIATE Program") is made effective following your execution and submission of this AGREEMENT by clicking the "I ACCEPT" box on the COMPANY website. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTENT OF INTELLECTUAL PROPERTY MATERIALS: The materials that are the subject of this AGREEMENT consist of proprietary Intellectual Property relating to a distinctive style of equity acceleration and mortgage/debt reduction strategy to help individuals realize certain monetary savings associated with their institutional and non-institutional debts such as mortgages, debts, loans and or other financial obligations and similar programs, thereby reducing the terms of their debts, saving them interest and increasing cash flow, assisting in debt and financial management and helping initiate a plan of systematically becoming mortgage and debt free known as the Speed Equity® System (hereinafter referred to as the "SYSTEM"). The SYSTEM includes but is not limited to idea(s), concepts, methodologies, procedures, processes, contacts, associations, organizational and planning techniques, customer service, software program(s), trade secret information, services, documents, infrastructure, trade names, trademarks, service marks, logos, symbols, publications and electronic information published and other indicia of origin made available by COMPANY (hereinafter referred to as the "IP Materials"). The AFFILIATE and ALL Authorized Users acknowledge that the copyright and title to the IP Materials and any trademarks or service marks relating thereto remain with COMPANY and/or its suppliers. Neither the AFFILIATE nor Authorized Users shall have right, title or interest in the IP Materials except as expressly set forth in this AGREEMENT. Upon execution of this AGREEMENT, COMPANY will grant to AFFILIATE a non-exclusive, non-transferable permit to use the IP Materials in the State specified hereafter in accordance with the Terms & Conditions of this AGREEMENT for a period specified in Section 11 ("Term").

2. CONFIDENTIAL INFORMATION: AFFILIATE will be provided access to and will become familiar with the idea(s) and developed documents, methodologies, procedures, contacts, associations and processes for utilizing the SYSTEM & IP Materials to create a Unique Selling Position (hereinafter referred to as a "USP") to market their professional service(s). AFFILIATE acknowledges that such confidential information and trade secrets shall be owned solely by COMPANY and/or its suppliers. AFFILIATE agrees not to use, communicate, reveal or otherwise make available the workings of such information, or the fact that AFFILIATE has such information, for any purpose whatsoever, or to divulge such information to any person, partnership, corporation or entity, including AFFILIATE's employer, employees, colleagues, its affiliates, invitees, customers or others in ways other than as specified in the AGREEMENT.

3. AFFILIATE OBLIGATIONS: Reselling & Marketing: The IP Materials are provided to the AFFILIATE primarily for the AFFILIATE to create a USP and may NOT be resold for profit in ways other than as stated in this AGREEMENT. AFFILIATE will be allocated a unique tracking code to market an unlimited number of discounted 12 month subscriptions to the online Speed Equity® Software Program (hereinafter referred to as the "Software Program"). Remuneration: AFFILIATE will be remunerated for marketing the IP Materials as specified in Appendix A ("Introductory Offer, Fees & Remuneration"). AFFILIATE will be self-responsible for marketing their USP using the IP Materials. **ABSOLUTELY NO SPAMMING OR PREDATORY LENDING PRACTICES WILL BE ALLOWED. AFFILIATE MAY NOT promote themselves as a Speed Equity® Coach or charge a fee for this service unless AFFILIATE is approved and certified as such.** Membership Application, Fees, and Pricing of IP Materials: To be accepted as an AFFILIATE, AFFILIATE must pay a monthly Membership Fee of \$99 unless otherwise specified by COMPANY. Separate membership fee structure applies for AFFILIATES purchasing Statewide Exclusivity. Once COMPANY accepts AFFILIATE's application, AFFILIATE shall also be permitted to purchase the book "How to Own Your Home Years Sooner" at discounted prices as specified in the AFFILIATE Admin Console unless otherwise specified by COMPANY. Professional Standards: AFFILIATE shall act at all times to promote COMPANY's best interests when representing the IP Materials. AFFILIATE acknowledges that it is essential to the preservation of the integrity of the IP Materials, indicia and goodwill of COMPANY that AFFILIATE maintains and adheres to the highest professional standards of SYSTEM, personal integrity, quality, appearance, operation, rules, regulations, policies, and standards which are by their terms mandatory whenever representing COMPANY and the IP Materials and as may be altered or recommended by COMPANY from time to time at COMPANY's sole discretion. Furthermore AFFILIATE agrees to use only advertising and promotional materials, procedures, and programs to promote and market the SYSTEM that are formally approved and/or provided by COMPANY. Should AFFILIATE wish to utilize alternate means to promote and market the SYSTEM then prior written permission must be obtained from COMPANY. Provision of Notice of License Terms to Authorized Users: AFFILIATE shall make reasonable efforts to provide Authorized Users with appropriate notice of the Terms & Conditions under which access to the IP Materials is granted under this AGREEMENT including, in particular, any limitations on access or use of the IP Materials as set forth in this AGREEMENT. Maintaining Confidentiality of Access Passwords: Where access to the IP Materials is to be controlled by use of passwords, AFFILIATE shall issue log-on identification and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their log-on identification and passwords to any third party. AFFILIATE shall also maintain the confidentiality of any institutional passwords provided by COMPANY. Violation of this Section will result in IMMEDIATE TERMINATION of AFFILIATE's Membership & will be subject to Liquidated Damages as specified in Section 20 "Dispute Resolutions & Liquidated Damages".

4. COMPANY OBLIGATIONS: Availability of IP Materials: Within the period of this AGREEMENT, COMPANY shall make the IP Materials available to AFFILIATE and Authorized Users. Documentation: COMPANY will provide and maintain help files and other appropriate user documentation. Quality of Service: For portions of IP Materials that are stored in electronic format, COMPANY shall use reasonable efforts to ensure that COMPANY's server or servers have sufficient capacity and rate of connectivity to provide the AFFILIATE and Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the AFFILIATE's locale. COMPANY shall use reasonable efforts to provide continuous service with an average of 98% up time per month. The 2% downtime includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, and the loading of additional IP Materials as they become available. Scheduled downtime will be performed at a time to minimize inconvenience to the AFFILIATE and Authorized Users. Downtime SHALL NOT include any failure of equipment or services outside the control of COMPANY, including but not limited to public or private telecommunications services or internet nodes or facilities. If the IP Materials fail to operate in conformance with the terms of this Section of the AGREEMENT, AFFILIATE shall immediately notify COMPANY, and COMPANY shall promptly use reasonable efforts to restore access to the IP Materials as soon as possible. Notification of Modifications of IP Materials: AFFILIATE understands that from time to time the IP Materials may be added to, modified, or deleted from by COMPANY and/or that portions of the IP Materials may migrate to other formats. COMPANY shall give notice of any such changes to AFFILIATE. If any modifications render the IP Materials less useful to the AFFILIATE or its Authorized Users, AFFILIATE may terminate this AGREEMENT. Completeness of Content: Where applicable, COMPANY will inform AFFILIATE of instances where online content differs from the print versions of the IP Materials. Where applicable, COMPANY shall use reasonable efforts to ensure that the online content is at least as complete as print versions of the IP Materials, represents complete, accurate and timely replications of the corresponding content contained within the print versions of such materials, and will cooperate with AFFILIATE to identify and correct errors or omissions. Continued Updates: COMPANY will provide regular system and project updates to AFFILIATE as they become available. Notice of "Click-Through" License Terms or Other Means of Passive Assent: COMPANY requires Authorized Users to agree to terms relating to the use of the IP

Materials before permitting Authorized Users to gain access to the IP Materials (commonly referred to as "click-through" licenses), or otherwise may attempt to impose such terms on Authorized Users through mere use or viewing of the IP Materials. In no event shall such terms materially differ from the provisions of this AGREEMENT and the AFFILIATE shall have an opportunity to comment on such terms in the event of any conflict between such terms and this AGREEMENT. Withdrawal of IP Materials: COMPANY reserves the right to withdraw from the IP Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable or becomes functionally obsolete.

5. MUTUAL PERFORMANCE OBLIGATIONS: Confidentiality of User Data: COMPANY and AFFILIATE agree to maintain the confidentiality of any data relating to the usage of the IP Materials by AFFILIATE and Authorized Users. Such data may be used solely for purposes directly related to the IP Materials and may only be provided to third parties in aggregate form by COMPANY. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party other than under the following circumstance(s): COMPANY will only disclose Confidential Information to those essential personnel who have a need to know such information in order to carry out their duties in providing the AFFILIATE Service. Confidential Information shall not include information that (i) is in the possession of COMPANY prior to its receipt of such information from the AFFILIATE and Authorized Users, (ii) is or becomes publicly available other than as a result of a breach of this AGREEMENT by COMPANY, or (iii) is or can be independently acquired or developed by COMPANY without violating any of its obligations under this AGREEMENT. The AFFILIATE and Authorized Users recognize and confirm that COMPANY (a) will use and rely primarily on the Confidential Information provided by the AFFILIATE and Authorized Users and on information available from public sources in providing the IP Materials contemplated by this AGREEMENT without having independently verified the same, and (b) does not assume responsibility for the accuracy or completeness of the Confidential Information provided by the AFFILIATE and Authorized Users or such other publicly available information. In the event that COMPANY receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency, or by a legislative body or committee, such disclosure by COMPANY shall not constitute a violation of this AGREEMENT provided that COMPANY (aa) promptly notifies the AFFILIATE and Authorized Users of the existence, terms, and circumstances surrounding such request, (ab) informs the AFFILIATE and Authorized Users to consult with an attorney to resist or narrow such a request, and (ac) if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which the AFFILIATE and Authorized Users designates. Implementation of Developing Security Protocols: AFFILIATE and COMPANY shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this AGREEMENT.

6. DELIVERY/ACCESS OF IP MATERIALS TO AFFILIATE: COMPANY will provide the IP Materials for use by the AFFILIATE in accordance with the Terms & Conditions of this AGREEMENT in the following manner: Network Access: The IP Materials will be stored at one or more COMPANY locations in digital form accessible by telecommunication links between such locations and authorized networks of the AFFILIATE. Physical Media: Certain content(s) of the IP Materials will be provided to the AFFILIATE on physical media (e.g., books, reports, manuals, pamphlets, handouts, CD-ROM, DVD, digital tape, or other tangible form). File Transfer: Copies of the IP Materials may also be provided to the AFFILIATE through electronic transfer by means of File Transfer Protocol (FTP) or otherwise.

7. AUTHORIZED USERS, ASSIGNMENT & TRANSFER: Authorized Users of IP Materials is strictly limited to the AFFILIATE nominated in this AGREEMENT and DIRECT commercial clients of the AFFILIATE. AFFILIATE understands and acknowledges that the rights and duties created by this AGREEMENT are personal to the AFFILIATE, and that COMPANY has granted the right to use the IP Materials in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of the AFFILIATE. Accordingly, neither the AFFILIATE nor any person owning any direct or indirect equity interest therein, shall, without COMPANY's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this AGREEMENT or any portion or aspect thereof. Any such purported assignment occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without COMPANY's prior written consent shall be a material breach of this AGREEMENT and subject to Liquidated Damages as specified in Section 20 ("Dispute Resolutions & Liquidated Damages"). COMPANY shall have the right to transfer all or any part of its rights or obligations herein to any person or legal entity that agrees to assume the obligations stated in this AGREEMENT.

8. AUTHORIZED USES OF IP MATERIALS: The AFFILIATE may make use of the IP Materials for purposes of commercial use as follows: Display: AFFILIATE shall have the right to display the IP Materials both physically and in electronic form. Databases: Portions of the IP Materials are on a database. The AFFILIATE shall NOT extract or use any information contained in the database for any purpose whatsoever other than to manipulate and extract information for the purpose of creating a Plan for clients and using the information to analyze, illustrate, explain, comment, and teach the client about the SYSTEM and the financial forecasts in the client's Plan.

9. ACCESS BY AND AUTHENTICATION OF AUTHORIZED USERS: AFFILIATE and its Authorized Users shall be granted access to the internet portion of IP Materials pursuant to the following: IP Addresses: Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses. Passwords: Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by COMPANY - who will also be responsible for verifying the status of Authorized Users. COMPANY shall be responsible for activating and deactivating subscriptions to the online Speed Equity® System Software Program (hereafter known as the "Software Program"). Developing Protocols: Authorized Users shall also be identified and authenticated by such means and protocols as may be developed during the term of this AGREEMENT.

10. SPECIFIC RESTRICTIONS ON USE OF IP MATERIALS: Unauthorized Use: Except as specifically provided elsewhere in this AGREEMENT, the AFFILIATE shall not knowingly permit anyone other than the AFFILIATE and Authorized Users to use the IP Materials. Modification of IP Materials: the AFFILIATE DOES NOT have the authority to waive, change, or modify the IP Materials in any way or create a derivative work of the IP Materials without the written consent of COMPANY. Removal of Copyright Notice: AFFILIATE MAY NOT remove, obscure, or modify any copyright or other notices included in the IP Materials. Reproduction: AFFILIATE may NOT reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code of the Software Program including without limitation in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software Program, or (c) copy any ideas, features, functions or graphics of the Software Program and IP Materials; reprint or reproduce any of the IP Materials without express written approval from COMPANY. Sharing: AFFILIATE may NOT transmit to a third party in hard copy or electronically, minimal, or insubstantial amounts of the IP Materials for any purpose whatsoever other than as specified in this AGREEMENT. Commercial Purposes: AFFILIATE may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software Program and IP Materials in any way or use it in a service bureau or any other manner to provide services to a third party in any form other than as specifically permitted in this AGREEMENT.

11. TERM: AFFILIATE shall have the right to use the IP Materials in accordance with this AGREEMENT immediately after the AFFILIATE has paid the Monthly Membership fee. If AFFILIATE chooses not to renew their monthly Membership, all Software Program subscriptions assigned under the AFFILIATE may be reassigned to another AFFILIATE at the COMPANY's sole discretion.

12. RENEWAL: This AGREEMENT shall be renewable at the end of the current term for a successive term specified in Section 11 ("Term") unless it is terminated early with or without cause, or either party gives written notice of its intention not to renew at least twenty (10) days before expiration of the current term. Upon renewal, AFFILIATE shall have access to such IP Materials in a manner and form substantially equivalent to the means by which access is provided under this AGREEMENT unless this AGREEMENT is amended in accordance with the provisions set forth in Section 13 ("Amendment"). Furthermore, such use shall be in accordance with the provisions of this AGREEMENT, which provisions shall survive any termination of this AGREEMENT for a period of thirty-six (36) months.

13. AMENDMENT: No modification or claimed waiver of any provision of this AGREEMENT shall be valid except by written amendment signed by the AFFILIATE and authorized representative(s) of COMPANY. COMPANY reserves the right to alter, change, modify, amend, add, or subtract from any provision of this AGREEMENT by giving AFFILIATE notice of such amendments thirty (10) days prior to the implementation of any amendments.

14. WARRANTIES: Subject to the Limitations set forth elsewhere in this AGREEMENT: COMPANY warrants that it has the right to provide the rights granted under this AGREEMENT to use IP Materials, that it has obtained any and all necessary permissions from third parties to license the IP Materials, and that use of the IP Materials by Authorized Users in accordance with the terms of this AGREEMENT shall not infringe the copyright of any third party. COMPANY shall indemnify and hold AFFILIATE and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the IP Materials by the AFFILIATE or any Authorized User in accordance with the terms of this AGREEMENT. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

15. LIMITATIONS ON WARRANTIES: Notwithstanding anything else in this AGREEMENT: Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the IP Materials. COMPANY makes no representation or warranty, and expressly disclaims any liability with respect to the content of any IP Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the IP Materials are provided on an "as is" basis, and COMPANY disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the IP Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. COMPANY makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. COMPANY further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

16. INDEMNITIES: Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this AGREEMENT, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. COMPANY and the AFFILIATE are independently responsible for maintaining any license and insurance requirements as stipulated by State and Federal regulations and by laws when carrying out the AFFILIATE Service obligations set forth in this AGREEMENT.

17. ENTIRE AGREEMENT: This AGREEMENT constitutes the complete and exclusive understanding and AGREEMENT between COMPANY and AFFILIATE relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, AGREEMENTS, and communications (including advertisements), whether oral or written, between the parties.

18. EARLY TERMINATION: In the event that either party believes that the other materially has breached any obligations under this AGREEMENT, or if COMPANY believes that AFFILIATE has exceeded the scope of this AGREEMENT, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the AGREEMENT without further notice. Upon early Termination of this AGREEMENT for cause by COMPANY, access to use the IP Materials by AFFILIATE shall be terminated and ALL IP Materials MUST BE RETURNED TO COMPANY. With the approval of COMPANY certain authorized copies of IP Materials may be retained by AFFILIATE and Authorized Users and used subject to the terms of this AGREEMENT. In the event of early termination of this AGREEMENT due to breach by AFFILIATE, the AFFILIATE shall forfeit all right to a refund of any fees paid by the AFFILIATE for any remaining period of the AGREEMENT including remuneration and bonuses from the date of termination AND may be liable for Liquidated Damages as stipulated in Section 20 ("Dispute Resolution & Liquidated Damages").

19. REMEDIES: AFFILIATE acknowledges that: (i) compliance with this AGREEMENT is necessary to protect COMPANY's trade secrets and business and goodwill; (ii) a breach of any of the terms of this AGREEMENT, separately and individually, will irreparably and continually damage COMPANY; and (iii) an award of money damages will not be adequate to remedy such harm. (A) Consequently, AFFILIATE agrees that, in the event AFFILIATE breaches or threatens to breach any of these covenants, COMPANY shall be entitled to both: (1) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (2) money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorneys' fees incurred by COMPANY in enforcing the provisions of this AGREEMENT. Nothing in this AGREEMENT, however, shall prohibit COMPANY from also pursuing any other remedy including the pursuit of Liquidated Damages as set forth in Section 20 ("Dispute Resolution & Liquidated Damages"). (B) If AFFILIATE's employer, employees, colleagues, or others with whom AFFILIATE conducts business shall use any of the IP Materials in ways other than as stipulated in this AGREEMENT, this fact shall be presumptive evidence that AFFILIATE has breached the terms of this AGREEMENT, and the burden of proving otherwise shall rest entirely upon AFFILIATE. (C) As money damages for the period of time during which AFFILIATE violates these covenants, COMPANY shall be entitled to recover the full amount of any fees, compensation, profits or other remuneration earned or realized by AFFILIATE as a result of any such breach.

20. DISPUTE RESOLUTION & LIQUIDATED DAMAGES: In the event any dispute or controversy arising out of or relating to this AGREEMENT, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this AGREEMENT that are not affected by the dispute. Mediation: In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this AGREEMENT that are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall act in good faith to resolve the dispute within thirty (30) days after such notice. If the dispute is not resolved within thirty (30) days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this AGREEMENT. Arbitration: Any controversies or disputes arising out of or relating to this AGREEMENT shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this AGREEMENT. The arbitration shall take place at a mutually agreed upon location in Thurston County in Washington State. All

documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served. The arbitrator(s) shall not have the authority, power, or right to alter, change, modify, amend, add, or subtract from any provision of this AGREEMENT or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The AGREEMENT to arbitration shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in a court of competent jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this AGREEMENT. In the event that either party finds it necessary to force the terms of this AGREEMENT, then the prevailing party shall have its costs associated with the action, including its reasonable attorney's fees, paid for by the other party. If any provision of this AGREEMENT is held unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this AGREEMENT will continue in full force and effect. Liquidated Damages: In the event that a court determines that the AFFILIATE has breached any part of this AGREEMENT, then liquidated damages will be set at the amount of US\$20,000 per breach of this AGREEMENT.

21. NATURE OF RELATIONSHIP: COMPANY and AFFILIATE are independent contractors and the nature of the relationship between the parties is solely for AFFILIATE to procure the IP Materials as set forth in this AGREEMENT to create a USP when promoting their professional service(s). Furthermore, nothing in this AGREEMENT is intended to or shall be deemed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship (for federal tax purposes or any other purposes), between COMPANY and AFFILIATE. AFFILIATE DOES NOT have authority to make or accept any offers on behalf of COMPANY except as stipulated in this AGREEMENT. Except as provided in this AGREEMENT, neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other party.

22. FORCE MAJEURE: Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions including the denial or cancellation of any export or other necessary license, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

23. SEVERABILITY: If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. WAIVER OF CONTRACTUAL RIGHT: Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this AGREEMENT be construed as a continuing waiver of other breaches of the same or other provisions of this AGREEMENT. Furthermore if, in one or more instances, COMPANY fails to insist that AFFILIATE perform any of the terms of this AGREEMENT, such failure shall not be construed as a waiver by such party of any past, present, or future rights granted under this AGREEMENT, and the obligations of both parties under this AGREEMENT shall continue in full force and effect.

25. NOTICES: All notices given pursuant to this AGREEMENT shall be in writing and uploaded to the COMPANY website and shall be deemed received within three (3) days after email notifications are sent to AFFILIATE.

26. GENERAL PROVISIONS: AFFILIATE further agrees that AFFILIATE's obligation(s) hereunder shall be binding upon AFFILIATE and shall survive the termination of this AGREEMENT whether such termination is by COMPANY or by AFFILIATE irrespective of the reason(s) for the termination. AFFILIATE represents and warrants to COMPANY that AFFILIATE is not now under any obligation(s) to any person, firm or corporation, and has no other interest which is inconsistent or in conflict with this AGREEMENT, or which would prevent, limit or impair, in any way, the performance by AFFILIATE of any of the covenants or AFFILIATE Service obligations stated in this AGREEMENT.

***** **END OF AGREEMENT** *****

APPENDIX A

INTRODUCTORY OFFER, FEES & REMUNERATION

INTRODUCTORY OFFER: Applicant will pay a Discounted Membership Fee of \$99 per month to be an AFFILIATE. Payment will be made by Credit Card through the Speed Equity® website (a nominal Credit Card processing & book shipping fee may apply). Upon payment of the monthly Membership Fee & being accepted as a Speed Equity® AFFILIATE, COMPANY agrees to supply the IP Materials to AFFILIATE each month as follows:

- 4 copies of "How to Own Your Home Years Sooner" (\$99.80 Retail Value)

REMUNERATION: AFFILIATE shall be remunerated for marketing the IP Materials as follows:

OPTION	CLIENT PAYS	AFFILIATE Remuneration
DISCOUNT Subscriptions	\$99 for 12m Software Subscription & FREE Book	\$1000 for every 20 Sales

EXAMPLE: AFFILIATE will receive a check for \$1000 for every 20 Sales.

TRACKING OF SALES & REPORTING: AFFILIATE shall be solely responsible for monitoring the Software Access Codes via the Affiliate Admin Console and reporting to COMPANY via eMail when the requisite numbers of activations/sales to receive remuneration & bonuses have been achieved. Emails to COMPANY are to be sent to CashBack@SpeedEquity.com

PAYMENT TO AFFILIATE: Upon verification by COMPANY payment will be made to AFFILIATE by check (less refunds & chargebacks) at the beginning of each calendar month unless specified otherwise. All sales not reaching the required payout volume will be forfeited unless AFFILIATE elects to Renew their monthly Membership in accordance with Section 12 ("Renewal"), in which case sales required for remuneration and bonuses shall continue to accumulate until the necessary volume required for a remuneration and/or bonus is achieved.

IRS & TAXES: Before the first payment is sent to AFFILIATE, AFFILIATE will be required to submit to COMPANY a W-9 Form to ensure proper reporting to IRS by COMPANY. AFFILIATE will be responsible for proper personal financial record keeping and the payment of all personal taxes as required by law.

ONGOING PURCHASES OF IP MATERIALS: AFFILIATE will be able to purchase the publication "How to Own Your Home Years Sooner" by H. Gill from COMPANY at discounted prices as follows: Books @ \$10 each (60% discount off the retail price of \$24.95). These must be purchased in units of ten (10) books at a time and may be resold by AFFILIATE at the full retail price of \$24.95.

ID NUMBER: COMPANY will assign AFFILIATE a personal ID number that will enable AFFILIATE to input their contact/ company Profile into the Speed Equity® website AFFILIATE Admin Console. This Profile will then be made visible on ALL input screens in the Member's Only Area of the website for every Software Program subscription activated by AFFILIATE's clients using the Software Access Code(s) assigned by COMPANY to AFFILIATE.

NEW PRODUCTS AND/OR SERVICES: If a new product or service becomes available the AFFILIATE will be notified by email prior to initial offering to clients.

CHANGE OF FEES: AFFILIATE acknowledges and agrees that COMPANY reserves the right to change the AFFILIATE Program fees at our sole discretion.