

Sure Fit Inc. Affiliate Service Agreement

This Sure Fit Inc. Affiliate Service Agreement (hereinafter the "Agreement") is made by and agreed to between Sure Fit Inc. ("SFI"), and _____, ("Affiliate", , or "You" or "Your"), (for the program www._____.com). SFI facilitates this "Affiliate Marketing Program" via the Internet. This "Advertiser Affiliate Marketing Program" (or "Program") is where an affiliate or person, entity, publisher or its agent operating one or more "Web site(s)" (domain or portion of a domain within the Internet) ("Publisher") may earn financial compensation ("Payouts") for "Transactions" ("Sale(s)" made from such Publisher's Web site by a "Visitor" (generally any person or entity that is not the Publisher or the Publisher's agent) on an Internet connection ("Link") to a Web site or Web site content operated by that person or entity ("Affiliate"). SFI compensates the Affiliate and/or Publisher, in accordance with this Agreement and the Program specifications.

1. Relationship. You agree not to: (a) mislead others; (b) operate or utilize a Web site or link to Web sites that contain or promote, any of these types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or warez, or offer any illegal good or service, or Link to a Web site(s) that does so; (c) engage in spamming, indiscriminate advertising or unsolicited commercial e-mail or otherwise failing to comply with the CAN-SPAM Act of 2003 (Public Law 108-187) or other applicable laws regulating commercial e-mail; (d) violate any applicable privacy laws; and/or (e) engage in any illegal activity of any type.

SFI will review all content on Your Web site and you remain solely responsible for Your Web site content. SFI will have the right to immediately disconnect any links established between your Web site and SFI if any unauthorized content and/or inappropriate material is discovered. You may appeal any such disconnection, but the Affiliate site in question will remain disconnected until a resolution has been reached. If it is determined that you, the Affiliate had unauthorized content and/or inappropriate material on your Web site and SFI chooses to terminate the relationship with the Affiliate, all monies owed to you at the time of the disconnection will be paid within the normal timeframe for all commissions. No compensation will be paid that is owed to the offending Web site during the appeal process.

2. Program Details. The details of Your Program and any Campaigns must be included your application form and submitted to SFI for review. When Affiliate application form has been approved by SFI, you will be notified and must sign and return an original copy of the Sure Fit Inc. Affiliate Service Agreement. At that time, SFI will issue to Affiliate a Publisher Identification number (PID) with a copy of the signed agreement. To revise Your Detail Page, including your domain name, You must submit the content to SFI for review and approval with a minimum of 7 days written notice. Once this agreement is signed and Affiliate is activated within the SFI Affiliate Program, any changes to Affiliate web site without the review and approval of SFI will make this agreement null and void.

SFI will only accept orders for delivery into North America, which includes both the United States of America and Canada as well as Hawaii, Puerto Rico and the U.S. Virgin Islands. SFI will not accept and/or deliver to any other location. SFI will also not accept orders from affiliates located outside the boundaries of the United States of America.

3. Terminating Publishers from the SFI Affiliate Program. After SFI has approved a Publisher's application to SFI's Affiliate Program, SFI may terminate that Affiliate from the Program upon 7 days written notice with effect from the 8th day from such notice. SFI may terminate a Publisher with less than 7 days written notice if SFI is terminating the Publisher upon notification for breach of the material provisions of the SFI Affiliate Service Agreement.

If Affiliate wishes to be terminated from the SFI Affiliate Program, Affiliate must submit such request in writing. SFI shall process termination requests received during normal business hours within 24 hours and those received out of normal business operating hours shall be processed within 24 hours of the next business day (excluding holidays).

4. General and Initial Services - In addition to tracking sales, SFI shall provide to You the following SFI support services: (a) assignment to an account manager; (b) U.S. tax form processing and mailing to You (including Form 1099); (c) access for You to on-line reports, (d) phone support which is provided Monday through Friday from 10 a.m. to 4 p.m. eastern standard time except on national and SFI recognized holidays; and (e) up to 1 hour of initial technical integration and set-up telephone support (one time only, not on a per month basis). Any technical support provided after the initial one hour integration service will be billed to Affiliate at \$100 per hour to be paid upon receipt.

5. Tracking Code Maintenance. You agree to comply with SFI's tracking code integration and maintenance requirements as notified to You by SFI. Your Links and all advertisements contained in Your Links ("Ad Content") must be in a format that has been established and approved by SFI. Once this agreement is signed and Affiliate is activated within the SFI Affiliate Program, any changes to Affiliate web site without the review and approval of SFI will make this agreement null and void.

6. Payouts/Payout Rates.

PAYOUT STRUCTURE	
Commission amounts to be Earned	Affiliate will be paid a 10% commission on all Net Sales transactions for merchandise amounts sold via the Affiliate and delivered by SFI, less amounts for sales tax, shipping and handling fees and any returns.
Determination of Earned Commissions	Commission amounts will be determined 45 days after the end of each calendar month for shipments made during that month. A report listing all such sales, returns and net sales for the Affiliate's account will be posted on a secure site at that time. Commission payments will be made within 5 business days from when commission reports are posted. Commission checks of \$25 or greater will be processed for affiliates within the normal processing schedule. Any commissions earned less than \$25 will roll over to the next commission period until \$25 has been reached, and will be processed within that commission period.
Minimum Sales Requirement	An Affiliate MUST maintain a minimum amount of Gross Sales or orders received by SFI to remain in this affiliate program. Over the course of any 3 month period, the affiliate must maintain an average of \$250.00 per month of Gross Sales. In the event an Affiliate does not maintain a \$250.00 per month average over the course of a three month period, SFI will work with Affiliate to offer suggestions to promote their link to SFI. If, after an additional three month period the Affiliate has not maintained an average of \$250.00 per month, SFI may, at its discretion, terminate this agreement and the Affiliate will be disconnected from the SFI site. Any monies owed to Affiliate for net sales will be paid within the normal payment schedule.

All Sales made for your account shall establish a Payout rate for a qualifying Transaction for each of our Campaigns. Your Account will be credited with each Payout in accordance with SFI's Campaign Payout

Structure for the relevant Campaign for each such Visitor action directly resulting from each of Your Publisher's Web sites.

SFI may discontinue Campaigns or Programs, or decrease any Payout rate upon 7 days written notice via the automated function through SFI's secured web site, with effect from the 8th day from such notice. SFI will send Affiliate a notice regarding each change in Affiliate's Payout rate(s), or Campaign or Program discontinuation. If You have established custom Payout rates or other such arrangements with sub-web site that you own, You are responsible for notifying Your Publishers of such changes.

7. Chargebacks. A "Chargeback" means that the Transaction is not eligible for a Payout, only in the following circumstances: (a) product return; duplicate entry or other clear error; (b) Publisher's failure to comply with SFI Affiliate Service Agreement terms or breach of the Publisher Service Agreement with respect to such Publisher's participation in SFI's Program; or, (c) with respect to a Sale, non-receipt of payment from, or refund of payment to, the Visitor by SFI. New, Extended and Corrected Transactions must be processed by SFI, either through the SFI's secured affiliate web site user interface or through a scheduled data transfer (in accordance with SFI's processes and procedures) by the 15th of the month for Transactions that occurred the prior month. Failure to process a Transaction's status by the 15th of the month results in a Locked Transaction status. Payment of the Payout associated with that Transaction must then be authorized by SFI. "Corrected" means that SFI has reviewed the Transaction and that SFI represent and warrant that the Transaction qualifies as a "Chargeback". New Transaction statuses may be changed to Extended status by SFI only in circumstances where: (a) SFI has a product return policy or offer that allows the Visitor to return the product during the "Chargeback Period" (but not beyond). "Chargeback Period" means the period of time between the date that a Sale occurred (for Sale actions) and the 45th day of the following month. If the Transaction is Extended, the Chargeback Period is extended through the 15th day of the second month after the date of the Transaction.

8. Proprietary Rights and Licenses. SFI grants to Affiliate a revocable, non-transferable, royalty free, license to display on and distribute from your 's Web site Links to SFI Web site for Your use of Program(s), and all trademarks, service marks, trade names, and/or copyrighted material ("Content") that SFI provides to Affiliate through SFI's secured web site for the limited purposes of promoting SFI products subject to the terms and conditions of the Sure Fit Inc. Affiliate Service Agreement. The rights to display and Link to Your Web site are sub-licensable by SFI to Affiliate.

SFI shall not otherwise copy or modify any icons, buttons, banners, graphics files, or Content that Affiliates have made available through SFI's secured web site pursuant to the foregoing license, except as necessary to conform SFI Links to an SFI compatible format.

You agree that Your use of the SFI Web site (such as www.surefit.com), and Your use of any SFI logos, trademarks or Links is subject to the license and terms of use that are available from such Web site ("Terms of Use").

Each party represents and warrants that it has all appropriate authority and rights to use all trademarks, logos, service marks, trade names, and/or content displayed on its Web site or otherwise utilized hereunder.

9. Terminating Licenses. When SFI terminates any Publisher's participation in this Affiliate Program, the Affiliates and or Publisher's sublicense to SFI Content terminates immediately. SFI may terminate an Affiliate's participation in this Affiliate Program immediately if SFI has reasonable concerns that the sub-licensee/licensee is diluting, tarnishing or blurring the value of SFI trademarks, service marks, and/or trade names, and/or breach of SFI other intellectual property rights. This Agreement may be terminated in whole or part by either party if such party has reasonable concerns that the other party is diluting, tarnishing or blurring the value of such party's trademarks, service marks, and/or trade names, and/or for breach of such party's other intellectual property rights.

10. Confidentiality. SFI may provide to an Affiliate with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case 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 that is or becomes part of the public domain through no act or omission of the receiving party, or 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 that the receiving party had in its possession prior to the date of this Agreement.

You shall be responsible for all usage and activity on Your account and for loss, theft or unauthorized disclosure of Your password. You shall provide SFI with prompt notification to SFI client services technical support, and through written notification to SFI as provided in Section 12 below, of any known or suspected unauthorized use of Your Account or breach of the security of Your Account.

11. Term and Notices. This Agreement shall commence upon the date of the last party to execute this Agreement, and shall be in effect on a per Program basis through twelve (12) months following the date (known as the "Live Activation Date") for such Program in which (i) You have properly installed the SFI tracking code within Your Links, (ii) such Links to Your Web site or Web site content are accessible to Your Publishers through the SFI's secure web site, and Except as provided elsewhere herein, both parties must send all notices relating to this Agreement in writing via overnight mail or facsimile: (a) to Sure Fit Inc. 6575 Snowdrift Road, Allentown PA 18106, Attn: Manager, E-commerce and/or via facsimile to (610) 336-8996 , and, (b) for You, at the address or facsimile number listed on Your Account. Notices shall be effective the earlier of the notified party's actual receipt (or refusal to accept to receipt, if applicable), or five (5) days after the date of mailing.

12. Termination.

Termination for Convenience. After the initial Term, either party may terminate this Agreement for any reason upon ninety (90) days prior written notice to the other party. Further, this agreement may be terminated by SFI if not more than \$200.00 worth of customer orders are not received in any consecutive 3 month period after 6 months of entering this Affiliate Program.

Termination for Cause. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within 30 days of receipt of written notice from the non-breaching party of the existence and nature of the breach. Notwithstanding the preceding, SFI may terminate this Agreement immediately upon notice should You engage in illegal activity of any type.

Notwithstanding the foregoing, SFI may: (i) immediately deactivate Your Account(s) without notice if You breach Sections 1, 3, and 4 or engage in illegal activity of any type, (ii) deactivate Your Account(s) upon 7 days notice if You breach Section 3 (Ad Serving; Tracking Code Maintenance), and (iii) deactivate Your Account(s) for any other breach of this Agreement upon Your failure to cure such breach within 7 days of receipt of written notice from SFI of the existence and nature of the breach. If this Agreement is terminated for Your breach, You shall not be eligible to enter into a new Affiliate Service Agreement with SFI, and any attempt to do so shall be null and void.

13. Renewal Terms. After the initial Term, this Agreement shall automatically renew for additional one year Terms although either party may terminate this Agreement without cause (a) during a renewal Term, upon 90 days prior written notice to the other party, or (b) upon notice of non-renewal 60 days prior to the end of a Term.

14. Effect of Termination. Upon termination of this Agreement, SFI shall pay to You any outstanding balance owed to you on the next scheduled payment date for any monies outstanding on your account at that time. Upon reconciliation of Your Account, SFI shall pay You any outstanding credit balance after the conclusion of the last Chargeback Period.

Upon termination of this Agreement, any license or sub-license granted to You or by You under this Agreement will terminate, and the licensee/sub-licensee shall immediately destroy or delete all physical and electronic copies of the Confidential Information, and cause all Links to SFI to be removed. SFI shall (a) inform You that Your Program(s) has ended (if terminated) or has been temporarily discontinued (in the case of temporary deactivation), (b) stop distributing Links to Your Web site, and (c) request (or suggest, in circumstances of deactivation) that all Links placed by You or your Publishers to Your Web site be removed from such Publishers' Web sites.

15. Survival. The provisions of this Section and Sections 1 (last 2 sentences of second paragraph), 6, 7 (to the extent that Chargebacks that occur post-termination are subject to the same terms and conditions as those that occur during the term of this Agreement), 5, 11, 12., 16, 18, 20, and 23 shall survive the termination of this Agreement, subject to the restrictions outlined in Section 16.

16. Limitation of Liabilities. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS, ANY LIABILITY OF A PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF ALL FEES PAID AND PAYABLE BY SFI TO YOU, 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. WITH THE EXCEPTION OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO A CLAIM BY A PUBLISHER OR ADVERTISER OF THE AFFILIATE PROGRAM), 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.

17. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOTH PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (C) THAT A PARTY'S SECURITY METHODS WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (E) AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION" (WEB SITE). ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED 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 THE USER.

18. Indemnification. Each party ("Indemnitor") shall defend, indemnify and hold the other party ("Indemnitee") harmless against all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") attributable to or related to the Indemnitor's breach of this Agreement ("Claim"). Should any Claim give rise to a duty of indemnification under the provisions of this Agreement, then the Indemnitee shall promptly notify the Indemnitor; provided that failure to give such prompt notice will not relieve the Indemnifying Party of its obligations under this Section 19, except to the extent of losses that would have been avoided had such notice been given. Indemnitee, at its own expense, may assist in the defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any Claim and further provided that any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's express consent, which shall not be unreasonably withheld or delayed. The Indemnitee will fully cooperate with Indemnifying Party to enable the Indemnifying Party to fulfill its obligations hereunder with respect to any Claim. Participation in the defense shall not waive or reduce any obligations of the Indemnitor to indemnify or hold Indemnitee harmless.

19. Relationships of Parties/Third Party Rights. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint venturers 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 independent contractor.

20. Choice of Law/Attorneys Fees. This Agreement is governed by the laws of the State of **New York**. The exclusive forum for any actions related to this Agreement shall be in the state courts. Affiliate consents to such venue and jurisdiction. 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. SFI controls and operates its Web site from its offices in the U.S.A. and access or use where illegal is prohibited.

21. Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

22. 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

Parties' stated intentions. The waiver of any breach of any provision 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.

23. Entire Agreement, Assignment and Amendment. This Agreement contains the entire understanding and agreement of the parties. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, consent of the other party shall not be required for assignment or transfer made (a) by operation of law, (b) to an entity that acquires substantially all of the party's stock, assets or business, or (c) to a related entity (e.g., parent or subsidiary of parent). This Agreement may only be altered, amended or modified with the prior express written permission of the other party.

24. Third Party Disputes. In the event of a third party claim against either: (a) SFI's intellectual property; or (b) against SFI's right to offer any service or good on SFI's Web site(s) or if, in SFI's opinion, such a claim is likely, SFI shall have the right, at its sole option and in its sole discretion, to (i) secure the right at SFI's expense to continue using the intellectual property or good or service; or (ii) at SFI's expense replace or modify the same to make it non-infringing or without misappropriation, provided that any such replacement or modification will have similar operating capabilities and functionalities of the allegedly infringing services and deliverables provided hereunder.

IN WITNESS WHEREOF, each party has authorized the following individual (respectively) to execute this Agreement as of the date written below.

Sure Fit Inc.
6575 Snowdrift Road
Allentown PA, 18106

"You": _____
Address: _____

Tax ID: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____