

Affiliate Service Agreement

This Affiliate Service Agreement (the "Agreement") is made by and between NEX Worldwide Express, Inc., D/B/A Shipnex.com, a New York, USA Corporation ("Shipnex.com"), and you, as an Affiliate user of the Shipnex.com service ("You", "Your", "Affiliate").

To be an authorized Affiliate of NEX Worldwide Express, Inc. You agree to abide by the terms and conditions contained in this Agreement. Please read this Agreement carefully before registering and using the Shipnex.com Service as an Affiliate. By signing up for Shipnex.com, you indicate Your acceptance of this Agreement and its terms and conditions. If You do not accept this Agreement, do not use the Shipnex.com Service as an Affiliate.

The following agreement is summarized as follows:

- You place our merchants banners and links anywhere on your site as you see fit, or within non-spam emails.
- We may email you concerning new merchant programs
- We might change the service here and then
- Adult, Hate, or other related sites are not allowed
- You will be paid your commissions, at such time as your account balance is \$100 or more.
- All statistics are collected and calculated by Shipnex.com, and will be the only valid stats used for determining commissions.
- As an affiliate, you can only have 1 account. You can list multiple domains in one account, but only one account is allowed. Self-referrals for affiliate or merchant accounts are strictly prohibited.
- International affiliates are paid via Direct Deposit where possible or PayPal.
- Your physical address listed for receiving checks **MUST** be your actual address. Mail forwarding services, for the purpose of avoiding network demographics, is **NOT** allowed. For example, if you choose Greece as your country, you must be in the Greece. If you choose Russia as a country, you must be in Russia.
- You won't hold us liable for anything, a link to a non-Shipnex.com Web site does not mean that Shipnex.com endorses or accepts any responsibility for the content or the use of such Web site.
- **You cannot SPAM.** We will terminate your account on the **first offense of SPAMMING.** Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we **WILL** terminate your account on the first offense.
- You may place banners or links within your newsletters, in content of your website, or within other web related content.
- Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$25. If an abandoned affiliate account has a balance between \$25 and \$100, a \$25 fee will be assessed once per calendar month, until the balance is equal to zero dollars - and is closed. At no time will an affiliate ever owe monies to

Shipnex.com, based on fees - the account will simply be closed. An abandoned affiliate account is defined as any account that has not been logged in to for a period of 6 months, nor have any transactions been posted to that account. If one or the other of those conditions are true - the account will remain in an active state.

- **NOT ALLOWED:** All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- **NOT ALLOWED:** Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- **NOT ALLOWED:** Any display of a merchant window that isn't the result of a direct click by the end-user.
- Failure to abide by these rules could mean termination from a given merchant program or from Shipnex.com completely **with a complete forfeit of commissions.**
- Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. **ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.**
- You cannot refer yourself as a Merchant with Shipnex.com and receive commission.

DEFINITIONS

"Performance Marketing" occurs when e-businesses ("Merchants") and individual web sites that generate their own traffic ("Affiliates") partner to drive traffic to the Merchant's Web site and the Merchant pays a reward or bounty when the Visitor referral results in a sale, lead, click, or other measurable action.

"Affiliate" means a site that is rewarded for a legitimate sale, lead, click, or other measurable action by a Visitor, and uses the Shipnex.com Service to facilitate applications, tracking, reporting, and receipt of commission payment.

"Merchant" means a Web site that pays a reward for a legitimate sale, lead, click, or other measurable action by a Visitor, and uses the Shipnex.com Service to facilitate sign-ups, tracking, reporting, and issuance of commission payment.

"Visitor" means any person, or user that clicks on a Link to a Merchant's Web site placed on an Affiliate's Web site.

"sale commission" means the Payout the Merchant agrees to pay for Visitors referred to the Merchant's Web site that results in a sale of a product or service. The sale could occur at the time of the visit or at a later time not to exceed 30 days. If a sale occurs after 30 days and the Visitor

has not returned through an authorized Affiliate's site, then no Payout shall occur.

"Payout" means the amount sale commission, lead commission, or click commission established and agreed upon by Shipnex.com and the Merchant. The Payout may be expressed as a set amount or as a percent of sales.

"Commission" means the amount sale commission, lead commission, or click commission established and agreed upon by Shipnex.com and the Merchant. The Commission may be expressed as a set amount or as a percent of sales.

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, serves a Merchant's Web site to the Visitor's browser. The Link may be in the form of text, a product image, a button, a banner or any other format acceptable to the Merchant, and defined only through the Merchant's program on Shipnex.com.

"VOID" means a reversal of a Payout previously earned for a sale, lead, or click that is later rescinded or corrected by the Merchant. Merchant's may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

"Your Account" means a separate, specific account within the Service that is credited with Your Commissions and other earnings.

THE SERVICE

Shipnex.com has developed and operates a service (the "Service") which allows Web sites to run and/or participate in Performance Marketing programs. You wish to become an Affiliate of Shipnex.com and utilize the Service as an Affiliate. As an Affiliate of Shipnex.com you will be establishing arrangements with third party organizations, called Merchants. All Affiliate relationships established between You, the Affiliate, and Shipnex.com Merchants, will be conducted and managed through the Service.

LINK PLACEMENT

As an Affiliate of the Service, you may place and remove Merchant Links on Your site and in Your email messages at Your discretion.

AFFILIATE PAYMENT

You will receive a Commission for sending a Merchant authorized sales, leads, and/or clicks via Your Links. In order to place Links, You must first be approved by a Merchant to become an

Affiliate of that Merchant's program. You understand that the Payout amount may be changed at any time. This information is also available to You at the Shipnex.com Member's Area. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued. You receive the Commission from Shipnex.com. Payments are made automatically on the twentieth (20th) day of each month when Your account balance reaches \$100 or more for the previous months' transactions. Money credited to Your Account does not accrue interest. In the event of a VOID by a Merchant, Shipnex.com may recover from You the corresponding Commission previously credited to Your Account. The VOID Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the VOID Commission, the VOID Commission will be deducted against Your future earnings. You will NEVER be asked to send money to Shipnex.com

SERVICE AND SUPPORT

Shipnex.com will provide support for the Service as indicated on the Shipnex.com Web site.

EMAIL CONTACT

Shipnex.com reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any Shipnex.com related products and services.

CHANGES TO THE SERVICE

Shipnex.com reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, Shipnex.com will notify You via e-mail, newsletter or the Shipnex.com Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

REGISTRATION

To sign up as an Affiliate of Shipnex.com and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age, and supply a valid ID or federal tax-id for corporations or entities.

THE FOLLOWING TYPES OF SITES ARE NOT ALLOWED TO PARTICIPATE IN Shipnex.com: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, OR HATRED. SITES THAT PROMOTE ILLEGAL ACTIVITY, including but not limited to WAREZ, CRACKING, and HACKING SITES. As part of the registration process, You will select a username and password combination that You use to

access Your Affiliate area within the Service. You shall provide Shipnex.com with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that Shipnex.com may rely on any data, notice, instruction or request furnished to Shipnex.com by You which is reasonably believed by Shipnex.com to be genuine and to have been sent or presented by a person reasonably believed by Shipnex.com to be authorized to act on Your behalf. You shall notify Shipnex.com by e-mail at info@Shipnex.com of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Shipnex.com and referral to the appropriate law enforcement agencies.

ACCEPTED USE

You represent to Shipnex.com that all content You provide to the Service is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As Shipnex.com may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate, You may not artificially inflate traffic counts to Merchant site(s) using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects. You may not click on Your own banners and/or links or submit multiple leads to Your Merchant partners.

Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales, leads, or clicks to the related Merchant for that Link.

Points or reward programs for click or lead programs are NOT allowed. Shipnex.com RESERVES THE RIGHT TO DEEM ANY SITE INAPPROPRIATE AND TERMINATE THE SITE AS A MEMBER OF SHIPNEX.COM. If You are terminated from the Service, Shipnex.com has the right to withhold money You earned within the Service or money that You owe within the Service and You will not be allowed to re-join Shipnex.com.

LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SHIPNEX.COM DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SHIPNEX.COM SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. The Merchant will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the Merchant liable for any of the consequences of such interruptions. MERCHANT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEB SITE OF AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. MERCHANT SHALL HAVE NO LIABILITY WITH RESPECT TO MERCHANT OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF MERCHANT HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF MERCHANT HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY MERCHANT AS A DIRECT RESULT OF THIS AGREEMENT.

LIMITATION OF LIABILITY

SHIPNEX.COM OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SHIPNEX.COM SERVICE OR ANY INFORMATION PROVIDED ON THE SHIPNEX.COM WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF

PROGRAMS OR OTHER DATA, EVEN IF SHIPNEX.COM OR A SHIPNEX.COM AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, SHIPNEX.COM'S LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that Shipnexus.com, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the Merchant, jointly and severally agree to indemnify, defend, and hold harmless Shipnexus.com and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Shipnexus.com agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Shipnexus.com 's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

NON-DISCLOSURE

Shipnexus.com acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your Company. Shipnexus.com agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Shipnexus.com that becomes available to Shipnexus.com from third parties without knowledge by Shipnexus.com of any breach of fiduciary duty, or that Shipnexus.com had in its possession prior to the date of this Agreement. Shipnexus.com **does not collect information** about a Merchant's customer transactions, other than what is passed to us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. Shipnexus.com reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Shipnexus.com deems appropriate.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Merchant provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Merchant, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain the Merchant's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

A Merchant may immediately terminate Your license to use the marks if the Merchant reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Merchant above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge the Merchant's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Merchant.

REPRESENTATIONS

Shipnex.com makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-Shipnex.com Web site does not mean that Shipnex.com endorses or accepts any responsibility for the content or the use of such Web site.

NONASSIGNABILITY

Affiliate or Shipnex.com may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

This Agreement shall be governed by New York, USA law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Delaware, USA and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. **THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN YOUR PURCHASE ORDER.** If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

COMMISSION PERCENTAGES:

We calculate the amount of fees paid by each referred merchant shipping charges. Merchants sometimes pay NEX special service fees for warehouse remote hands and other non-standard needs; those fees do not count toward Referred Revenue as they are not standard NEX Shipping Charges.

Commission Payouts

Package Services (Domestic - Next Day, Second Day, Third Day and Ground Services. International - Priority and Economy Services)	
Total Monthly Affiliate Referred Revenue	Commission Payout Details
\$0-2500	2% on Shipping by your referred Merchants.*
\$2501-5000	3% on Shipping by your referred Merchants.*
\$5001-25,000	4% on Shipping by your referred Merchants.*
\$25,000+	6% on Shipping by your referred Merchants.*

Freight Services (Domestic - All US Freight Services. International - Air, Ocean and Ground

transportation Services)
Commission Payout Details
15% of the Net profit made by your referred Merchants shipment.

*Freight services revenue, refunds, credits and unpaid shipping charges by Referred Merchants do not count towards Package Services Total Referred Revenue.

By signing below, you agree to the terms outlined in this agreement.

Name:

Title:

Company:

Signature:

Date: