

BUYSAFE MARKETING PARTNER AGREEMENT

THIS MARKETING PARTNER AGREEMENT (the “**Agreement**”), effective as of the Effective Date (as set forth at the end of this Agreement), by and between buySAFE, Inc. (“**buySAFE**”) and _____ (“**Marketing Partner**”) will serve to govern Marketing Partner’s participation in the buySAFE Referrer Program.

1. RESPONSIBILITIES OF MARKETING PARTNER

- a) Marketing Partner will undertake certain activities for the purpose of promoting and encouraging its merchants to apply for and to use the buySAFE services, and will refer merchant leads to buySAFE.
- b) Marketing Partner agrees not to send unsolicited electronic messages to numerous unrelated recipients (“**Spamming**”) in order to promote the buySAFE services hereunder, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated by this Agreement. Marketing Partner further agrees to make no unauthorized use of the buySAFE logo, trademark or any links referring to buySAFE not expressly permitted by the grant of the license hereunder.
- c) Marketing Partner hereby grants buySAFE a no-cost, limited, non-exclusive, non-transferable, revocable right to use the Marketing Partner logo and electronic facsimiles thereof, and any associated materials, language or code for the sole purpose of generating co-branded, mutually acceptable content. Marketing Partner reserves all rights in and to such logo and related materials.

2. RESPONSIBILITIES OF BUYSAFE.

- a) buySAFE hereby grants Marketing Partner a no-cost, limited, non-exclusive, non-transferable, revocable right to use the buySAFE logo and electronic facsimiles thereof, and any associated materials, language or code for the sole purpose of promoting the Link and generating referrals for the buySAFE services hereunder. buySAFE reserves all rights in and to such logo and related materials.
- b) buySAFE will provide Marketing Partner with a unique Marketing Partner Priority Code that will be used to identify referred merchants as Marketing Partner merchants for purposes of calculating referral incentive payments. In the event of any dispute over a claim by Marketing Partner for a referral payment that is not resolved by the presence of a unique Marketing Partner Priority Code, buySAFE’s determination in the matter will be final.
- c) In return for Marketing Partner’s promotion of buySAFE and the buySAFE services, buySAFE agrees to make referral incentive payments to Marketing Partner according to the following terms:
 - (i) buySAFE will pay to Marketing Partner an amount equal to ten percent (10%) of collected revenue for the sale of bonds as part of the buySAFE services for each buySAFE customer referred by Marketing Partner.
 - (ii) Marketing Partner will be entitled to referral incentive payments only after a merchant has been accepted as a buySAFE Merchant and buySAFE certifies their implementation of buySAFE.
 - (iii) buySAFE will provide Marketing Partner with a monthly report within thirty (30) days after the end of each calendar month detailing the referral incentive payments earned by Marketing Partner in the prior month.

3. TERM. The initial term of this Agreement will be twenty-four (24) months, and will automatically be extended thereafter for successive twelve (12) month terms. Either party may terminate this Agreement for convenience on giving thirty (30) days written notice to the other party.

4. DISCLAIMER OF WARRANTY. BUYSAFE MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND BUYSAFE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE, AND/OR NON-INFRINGEMENT OF THE SUBJECT MATTER OF THIS AGREEMENT.

5. LIMITATION OF LIABILITY. NEITHER BUYSAFE NOR ANY OFFICER, EMPLOYEE, DIRECTOR, MARKETING PARTNER OR OTHER REPRESENTATIVE SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO MARKETING PARTNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT BUYSAFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL BUYSAFE BE LIABLE TO YOU FOR ANY AMOUNT.

6. MISCELLANEOUS. This Agreement represents the entire agreement between Marketing Partner and buySAFE relating to the subject matter of this Agreement. Any amendment to this Agreement must be in writing signed by both parties. This Agreement will be governed by the laws of the Commonwealth of Virginia, without giving respect to any principles of conflicts of laws. The parties agree to jurisdiction in the courts of Arlington, Virginia, for any litigation arising from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date here shown.

_____ **“Effective Date”**

_____ :

BUYSAFE, INC.:

By: _____

Name: _____

Title: _____

Address: _____

Fax: _____

Phone: _____

Email: _____

By: _____

Name: Timothy R. Woda

Title: VP, Business Development & Sales

Address: 1600 Wilson Blvd., Suite 600

Arlington, VA 22209

Fax: (703) 997-0883

Phone: (703) 778-4445

Email: twoda@buysafe.com