



Inside Marketing Associate Agreement

By signing this form, you acknowledge that you have read and agree to the following Terms and Conditions:
TERMS AND CONDITIONS:

1. I am of legal age (hereafter referred to as an "Affiliate) in the state in which I enter this agreement with GW Products LLC (DBA House Packet (hereafter referred to as HousePacket.com, HP or House Packet)
2. As an Affiliate, I will: Represent HP in a sincere and honest manner.
3. I understand that Affiliates are not authorized to, and I will not for any reason, incur any debt, expense or obligation on behalf of, or for HousePacket.com.
4. HP shall not be required to reimburse me for any business expenses including, but not limited to, any attempt to secure a business contract (e.g., marketing).
5. I am entitled to cancel this Agreement at any time for any reason upon notice to HousePacket.com in writing.
6. This Agreement shall continue so long as I continue to accept commissions and bonuses or other payments from HousePacket.com or until this agreement is canceled in writing. HousePacket.com reserves the right to cancel this Agreement at anytime and remove you from Affiliate Program at anytime for any reason.
7. I understand that as a HousePacket.com Affiliate, I am an independent contractor, and not an agent, employee or franchisee of HousePacket.com further understand and agree that I will not be treated as an employee, for federal or state tax purposes, not for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts or State Workers Compensation Acts. I understand and agree to pay all applicable federal and state self-employment taxes, sales taxes, and/or local license fees that may become due as a result of my activities under this Agreement. This Agreement may be modified at anytime by HP with prior notice to you.
8. I understand that HousePacket.com makes no claims or warranties of any kind including, but not limited to, any claims for earnings.
9. I agree to indemnify HousePacket.com from and against any liabilities, costs, attorney's fees, taxes, penalties, witness fees, awards, damages, or any other losses caused by either HousePacket.com errors and/or omissions, etc. Again, you understand that HousePacket.com does not guarantee or predict any type of profit or response from said services. Affiliate agrees to hold HousePacket.com harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which HP and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.
10. This Agreement constitutes the entire agreement between the parties and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
11. If any provision herein is held to be invalid, all other promises shall remain valid and enforceable.
12. The term of this Agreement is one year. This Agreement will be automatically renewed on each anniversary date of the acceptance of this Agreement, unless otherwise canceled by YOU or HousePacket.com.

13. Affiliate may not assign or subcontract any rights or delegate any of its duties under this Agreement without HP prior written approval.

Revocation of Affiliate Status

Your affiliate status may be suspended or terminated for any of the following reasons:

You violate any terms of this agreement.

You fail to produce sales or fail to meet internal House Packet consumer and paid business subscription goals established for affiliates.

You are suspected of using fraudulent or measures to generate sales.

Confidentiality

Affiliate acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to HP in order for Affiliate to perform duties under this Agreement. HP acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm HP. Accordingly, Affiliate will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of HP without HP prior written permission except to the extent necessary to perform services on HP's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by HP for Affiliate to use.
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that HP makes reasonable efforts to maintain the secrecy of HP.
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- information belonging to customers and suppliers of Client about whom HP gained knowledge as a result of Affiliate's services to HP.
- Phone numbers, addresses, email addresses and identifiable information for businesses and consumers.

Upon termination of Affiliate's services to HP, or at HP's request, Affiliate shall deliver to HP all materials in Affiliate's possession relating to HP's business.

Affiliate acknowledges that any breach or threatened breach of Confidentiality Clause of this Agreement will result in irreparable harm to HP for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Confidentiality of this Agreement. Such equitable relief shall be in addition to HP rights and remedies otherwise available at law.

No Partnership

This Agreement does not create a partnership relationship. Affiliate does not have authority to enter into contracts on HP's behalf.

AFFILIATE CODES

HousePacket.com will make available to you affiliate code that will uniquely identify you with respect to individuals and businesses you enroll as HousePacket.com subscribers.

HousePacket.com will not be responsible for loss of commissions due to failures caused by any modifications to the affiliate code made by you, or due to customer failure to enter affiliate code at checkout. HP must have on file a valid W-9 form for each affiliate who has accumulated over \$600 in earnings as well as a valid mailing address.

ANTI-SPAM POLICY

You agree that you will not send unsolicited e-mail to others in order to promote HousePacket.com advertising opportunities.

LICENSING

HP hereby grants you a non-exclusive, non-transferable, revocable and limited license to reproduce and display the HousePacket.com trademarks and logos provided to you by HousePacket.com in connection with the display of banners and links.

AFFILIATE PAYMENT

You will earn fixed payment amount for fulfilling all task specified under project details. The fixed payment amount varies and is specified under project details.

Outbound Calling

Affiliate must call each prospect on call list provided before project due date specified under project details. Affiliate must provide proof of calling prospects within specified time frame to be eligible for payment. Acceptable proof is screenshot of completed outbound calls log. HP reserves right to verify calling activities and withhold payment if actual call volume specified under project details were not meet.

You will receive bonus commission specified in project offer details for sending HousePacket.com authorized local and national business advertising orders. All commissions subject to referred client paying all obligations and invoices due to HousePacket.com. All commissioned sales are subject to approval. You understand that the Payout amount or commission may be changed at any time. You receive the commission from HousePacket.com (Affiliate Program manager) via payment method specified on affiliate registration form within 14-20 days after payment is received from business client referred by affiliate. HP is not responsible for payments sent to wrong bank account due to incorrect bank account credentials provided by affiliate. We reserve the right to delay payment while sales are being validated. We reserve the right to void any pending commissions if you are removed from affiliate program. Money credited to your Account does not accrue interest. In the event of a VOID or canceled business advertising sale by a client within 7 days after order or subscription HousePacket.com may recover the corresponding commission previously credited to your account. The voided commission will be immediately deducted from your affiliate account balance. In the event that your account balance is less than the voided commission, the voided commission will be deducted against your future earnings.

Affiliate Signature: _____

Printed Name: _____



House Packet Signature: _____

Printed Name: _____ (Title) _____