

RELICRECORD, LLC AFFILIATE AGREEMENT

This AFFILIATE AGREEMENT contains the terms and conditions that govern your participation in the Relic Record, LLC Affiliate Program. (“Program”).

Relic Record, LLC is located at 126 Martin Circle, Royal Palm Beach, FL 33411. “You” or “Your” means the applicant to the Program, whether a natural person or a business entity. “Your site” means any site(s) and software application(s) owned or operated by the applicant to the Program and linked to the Relic Record, LLC website located at www.relicrecord.com. All applicants to the Program must be approved by Relic Record, LLC before any links are placed on applicant’s site(s). Upon approval by Relic Record, LLC, applicant will be referred to as an “Affiliate.”

BY CHECKING THE BOX OR CLICKING THE "ACCEPT" BUTTON, AS APPLICABLE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED AFFILIATE AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE AFFILIATE.RELICRECORD.COM SITE, YOU (A) AGREE TO BE BOUND BY THIS AFFILIATE AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AFFILIATE AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS AFFILIATE AGREEMENT. IN ADDITION, IF THIS AFFILIATE AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS AFFILIATE AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS AFFILIATE AGREEMENT.

This Agreement contains the complete terms and conditions that apply to you upon becoming an Affiliate.

1. ENROLLMENT

- a. **Application.** To enroll an Applicant must complete an application, which will be evaluated by RELIC RECORD, LLC, and enrollment into the Program is at the sole and exclusive discretion of RELIC RECORD, LLC. We do not accept companies that promote or contain links to illegal activities; sites that promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or sites that contain sexually explicit material. Any Applicant whose domain name includes "Relic Record" or variations or misspellings thereof will be deemed, at the sole and exclusive discretion of RELIC RECORD, LLC, to be unsuitable. Any Applicant found to be in an affiliate relationship with a company whose domain name includes "Relic Record" or variations or misspellings thereof, or whose business, or potential business and services, are deemed to be similar to that of RELIC RECORD, LLC, will be deemed to be unsuitable. Any Applicant found to be in violation of intellectual property rights or any local, state, federal or other laws or regulation will be deemed unsuitable.

Further, any Applicant who is known to be an employee or sales agent of a company with which RELIC RECORD, LLC has a distribution agreement will be deemed unsuitable.

- b. **Rejection of Application.** RELIC RECORD, LLC has the option of rejecting your application if we determine, at the sole and exclusive discretion of RELIC RECORD, LLC, that your site is unsuitable for any other reason. If your Application is rejected, you may reapply at any time. If your Application is accepted, but later deemed to be unsuitable, we may at any time, and without notice, terminate this Agreement. All commissions due will be forwarded to you within 45 (forty-five) days of receipt of undisputed funds from the customer.

2. LINKS ON APPLICANT'S SITE

You are responsible for the placement of the links to relicrecord.com on your site. You must only use links and coupon codes (provided by RELIC RECORD, LLC) that link to relicrecord.com. You may not alter banners, buttons, graphics or text links. If you wish to use links that are not created by RELIC RECORD, LLC, you must obtain prior written permission from RELIC RECORD, LLC. You may add or delete approved graphics and related links from your site at any time without our approval. RELIC RECORD, LLC will use a program to track all orders placed on RELIC RECORD, LLC'S site. RELIC RECORD, LLC will keep an account of the orders subject to this Agreement and shall render an electronic monthly statement containing the number of sales generated and the total sales price to your account minus any returns/refunds credited to customers originated from your Affiliate account ("Qualifying Revenues"). The form, content and frequency of such reports will vary at RELIC RECORD, LLC'S sole discretion. You will only earn fees with respect to activity on our site occurring directly through those links and coupon codes to our site placed on your site pursuant to this Agreement. Applicant may not affiliate itself with third parties who are not parties to this Agreement if the third party's site has a domain name or corporate name similar to that of RELIC RECORD, LLC, or whose business, or potential business, is similar to that of RELIC RECORD, LLC, or any affiliates of RELIC RECORD, LLC.

3. PROCESSING ORDERS

RELIC RECORD, LLC will process all orders placed by customers who use an Affiliate code that has been assigned to you by RELIC RECORD, LLC. RELIC RECORD, LLC will be responsible for all aspects of order processing and fulfillment, customer service and returns as it relates to orders placed on our site. We reserve the right to reject any and all orders that do not meet the requirements of RELIC RECORD, LLC, at our sole discretion.

4. COMMISSIONS

- a. **Qualifying Revenue.** You will earn commission based upon Qualifying Revenue according to the commission schedule established below. Subject to Sections 4(E) and 4(F), below, Qualifying Revenue includes that revenue that is derived by us from the sale of our products or services, excluding those Expenses set forth in Section 4(C), below.
- b. **Fee Schedule.** The current fee schedule is as follows:

- i. \$4 for each Basic package sold at www.relicrecord.com generated through Affiliate's link or affiliate code less Defined Expenses.
- ii. \$8 for each Pro package sold at www.relicrecord.com generated through Affiliate's link or affiliate code less Defined Expenses.
- iii. \$12 for each Deluxe package sold at www.relicrecord.com generated through Affiliate's link or code less Defined Expenses.

The fee schedule set forth above is subject to change at any time and without notice to you. It is your responsibility to ensure that you are aware of any changes to the fee schedule.

c. **Expenses.** Expenses are currently defined as:

- i. Refunds, credits, merchant service chargebacks, and returns;
- ii. Any applicable State, Federal, or other filing fees;
- iii. Shipping and handling (including Federal Express or other courier charges);
- iv. Service Charges; and
- v. Bad Debt.

d. **Services Upon Which Commissions May Be Earned.** Sales commissions shall be paid on the following service offerings of RELIC RECORD, LLC: Services offered at www.relicrecord.com: Basic monthly service at \$4.95 per month, Pro monthly service at \$8.95 per month, and Deluxe monthly service at \$12.95 per month.

e. **Payable Commissions.** 30-day Hold. "Completed" orders are those orders that have been ordered, paid for, processed and shipped. Commissions may be subject to cancellation or withdrawal in the event an order is cancelled, credited, or otherwise refunded. If the commissions payable to you for any one (1) calendar month are less than \$25.00, we will hold the commissions earned until the total amount due is at least \$25.00, or until the Agreement is terminated (whichever is earlier).

f. **Cancellations, Credits, Returns and/or Refunds.** If a customer cancels, seeks a credit, return or refund from a purchase that generated a commission, the commission must be repaid to RELIC RECORD, LLC. RELIC RECORD, LLC will either subtract the amount from Affiliates subsequent commission payment or request a refund from Affiliate, at the sole discretion of RELIC RECORD, LLC. If RELIC RECORD, LLC requests a refund from you due to a cancellation, credit, return, or refund, all monies due shall be forwarded to RELIC RECORD, LLC within ten (10) days of demand for payment by RELIC RECORD, LLC.

5. KEYWORD BUYS & COMMISSIONS

For purposes of this Agreement, a keyword buy is an advertisement that appears when certain words are purchased, which matches a given keyword search query (hereinafter "Keyword Buy"). Further, a search engine is defined as software that acts as a service by searching an index or database and which returns relevant matches based on information typed into a query (hereinafter "Search Engine").

Within the limitations set forth herein, Affiliates are permitted to participate in Keyword Buys through Search Engines to promote the goods and/or services offered via the Affiliate's website. However, Affiliates are not permitted to purchase, and will not earn a commission from, Keyword Buys purchased from Search Engines utilizing Keywords that are identical or confusingly to any of the following terms:

- Relic Record
- RelicRecord

6. POLICIES

A customer ordering a product that has reached our site via a link placed on your site pursuant to this Agreement is a customer of RELIC RECORD, LLC. Accordingly, the rules, policies and operating procedures of RELIC RECORD, LLC are applicable to such customers. RELIC RECORD, LLC reserves the rights to alter, update, or in any way change the rules, policies and operating procedures at any time.

7. LIMITED LICENSE AND INTELLECTUAL PROPERTY

RELIC RECORD, LLC hereby grants Affiliate during the term of this Agreement a non-exclusive, non-transferable, non-sub licensable, revocable right to use RELIC RECORD, LLC's trade names, trademarks, service names and similar proprietary marks as is reasonably necessary to perform its obligations under this Agreement; provided, however, that any promotional materials containing RELIC RECORD, LLC proprietary marks will be subject to RELIC RECORD, LLC's prior written approval. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and any intellectual property rights. We shall retain all right, title and interest, including ownership of copyright, for all programs, documentation, drawings and reports developed under this Agreement. We may revoke your license at any time by providing you with notice in writing via the U.S. postal service, electronic mail, or facsimile. Neither party to this Agreement shall in any manner disparage the other party or its products or services, or portray the other party or its products or services in a false, competitively adverse or poor light. Each party will comply with the other party's requests as to the use of the other party's proprietary marks and will avoid any action that diminishes the value of such marks. Either party's unauthorized use of the other party's proprietary marks is strictly prohibited. You may not make any press release addressing this Agreement or your affiliation with RELIC RECORD, LLC without prior written consent from RELIC RECORD, LLC, which may be given or withheld at our sole discretion. Further, you may not misrepresent or embellish the affiliate relationship between RELIC RECORD, LLC and yourself. You may not represent, expressly or impliedly, that RELIC RECORD, LLC supports, sponsors, endorses or contributes to your company.

8. RESPONSIBILITIES OF RELIC RECORD, LLC

RELIC RECORD, LLC represents and warrants that it has the full right, title and authority to grant the rights and licenses granted herein. We warrant that we will remain free of any obligations and restrictions that would interfere or be inconsistent with, or present a conflict of interest concerning the services this Agreement. RELIC RECORD, LLC represents and warrants that it will undertake its best efforts to comply with all applicable governmental regulations, rules and guidelines.

9. RESPONSIBILITIES OF AFFILIATE

Affiliate is solely responsible for developing, operating and maintaining its own site. Affiliate assumes responsibility for the technical operation and related equipment of its own site. Affiliate is solely responsible for any and all materials (including their appropriateness and accuracy), sales, customer service and returns for its own site. Affiliate is solely responsible for ensuring that the materials posted on its site do not violate or infringe any third party's rights, including, but not limited to a third party's copyrights, trademarks, privacy or other personal or proprietary rights. Affiliate is solely responsible for ensuring that materials posted on its site are not libelous or otherwise illegal. Affiliate represents and warrants that it has the full right, title and authority to grant the rights and licenses granted herein. We warrant that we will remain free of any obligations and restrictions that would interfere or be inconsistent with, or present a conflict of interest concerning the services referred to herein this Agreement. Affiliate represents and warrants that it will undertake its best efforts to comply with all applicable governmental regulations, rules and guidelines.

10. INDEMNIFICATION

RELIC RECORD, LLC disclaims liability for all matters enumerated under the "Responsibilities of Affiliate" portion of this Agreement. Affiliate assumes all responsibility for content and subject matter of Affiliate's site and related material (including text and illustrations), and shall indemnify, defend and hold RELIC RECORD, LLC harmless against any claim, action, liability, losses and expenses (including reasonable attorneys' fees) resulting from or arising out of Affiliate's use of RELIC RECORD, LLC material or relating to the development, operation, maintenance and content of its site.

11. LIMITATION OF LIABILITY

RELIC RECORD, LLC will have no liability for any reason for the failure and/or unavailability of its Site or for the adequacy of performance of the Site. We will not be liable for any indirect, special or consequential damages, including, but not limited to loss of revenue, profits or data, arising out of the affiliate relationship developed from this Agreement. The aggregate liability of RELIC RECORD, LLC with respect to this Agreement will not in any way exceed the total fees paid or payable to you under this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RELIC RECORD, LLC HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTIES REGARDING THE RELICRECORD.COM SITE, RELIC RECORD, LLC'S SERVICES OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELIC RECORD, LLC SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF REVENUE AFFILIATE MAY RECEIVE DURING THE TERM AND ANY ECONOMIC OR OTHER BENEFIT THAT AFFILIATE MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT. Some jurisdictions do not allow the exclusions of implied warranties, so the above exclusion may not apply to you.

12. TERM & TERMINATION

The period during which this Agreement will be in effect begins upon our acceptance of you as an Affiliate and will end when terminated by either party. Either party may terminate the Agreement at any time, with or without cause, by giving the other party 30 (thirty) days written notice of termination. Either party may terminate the Agreement immediately, without notice, if the other party breaches any material term of the Agreement and the breach is not cured within 10 (ten) days of written notification. Upon the termination of this Agreement, you must immediately cease use of all links to our site and any

other materials provided to you in connection with this Agreement, including any RELIC RECORD, LLC trademarks, trade dress and logos. You are only entitled to fees earned during the term of the Agreement. We may withhold your final payment for a reasonable time to ensure that the all links and references to our site are removed from your site.

13. General Terms

- a. **Modification.** RELIC RECORD, LLC retains the right to modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion by posting notice of change or a new agreement on our site. IF AT ANY TIME YOU DEEM THE MODIFICATION TO BE UNACCEPTABLE TO YOU, TERMINATION OF THIS AGREEMENT IS YOUR ONLY RECOURSE. YOUR CONTINUING AFFILIATION WITH THIS SITE FOLLOWING A MODIFICATION OF THE AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION. YOU FURTHER AGREE THAT WE MAY, AT ANY TIME, SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT AND FROM CUSTOMERS THAT OFFER SIMILAR SERVICES OR COMPETE WITH YOUR WEBSITE.
- b. **Governing Law.** This final Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Florida. Any action relating to this Agreement must be brought in the courts located in the county of Palm Beach, Florida or the U.S. District Court for the Southern District of Florida. You irrevocably consent to the jurisdiction of these courts. The construction and interpretation of this Agreement shall not be strictly construed against the drafter.
- c. **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without the prior written consent of RELIC RECORD, LLC. Nothing in this Agreement is intended to confer any rights or remedies on any entity that is not a party to this Agreement.
- d. **Waiver.** No failure to enforce any provision, assert any right or insist on performance of any provision under this Agreement in any instance shall be deemed a waiver of the ability to enforce such provision, assert such right, or insist on the performance of such obligations in the future. Our failure to enforce your strict performance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.
- e. **Relationship of the Parties.** The parties of this Agreement are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Neither party has the authority to bind the other or incur any obligation on behalf of the other. You will not make any statements, whether on your site or otherwise, that runs contrary to this relationship.
- f. **Independent Investigation.** BY APPLYING FOR AFFILIATION WITH RELIC RECORD, LLC YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY EACH OF ITS TERMS AND CONDITIONS. YOU THEREBY CERTIFY THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF BECOMING AN AFFILIATE AND ARE NOT

RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN THAT WHICH IS SET FORTH IN THIS AGREEMENT.

- g. **Confidentiality.** The information and service provided by RELIC RECORD, LLC to its customers is proprietary in nature. Affiliate hereby acknowledges that it is not a competitor of RELIC RECORD, LLC and agrees not to share any proprietary information with any competitors of RELIC RECORD, LLC. With respect to information received by either party as a result of this Agreement, the parties will agree that the terms and conditions of this Agreement are confidential.
- h. **Force Majeure.** Neither party hereto shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder for any event, circumstance, or cause beyond its control such as, but not limited to, acts of God, strikes, lock-outs, general revolution, riots, epidemics, power shortages, fire, earthquake or flood. The party affected by any such event shall notify the other party within a maximum period of fifteen (15) days from its occurrence. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under the Agreement.
- i. **Severability.** The provisions of this Agreement are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

Thank you for your interest in becoming an Affiliate of RELIC RECORD, LLC. Please feel free to contact us with any questions or concerns you may have.

Relic Record, LLC

126 Martin Circle

Royal Palm Beach, FL 33411

Email: will@relicrecord.com

Phone: (678) 852-6526

URL: <http://affiliates.relicrecord.com>