

MAGNAPIN®, INC.
AFFILIATES AGREEMENT

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the MagnaPin®.com Affiliates Program (the "Program").

As used in this Agreement, "We", "Us" and "Our" means MagnaPin®.com, or MagnaPin®, Inc. (collectively, "MagnaPin®") and "You" and "Your" means the Applicant. "Website" means a World Wide Website and, depending on the context, refers either to MagnaPin's Website located at the URL www.MagnaPin.com, or to the Website that You will link to Our Website (and which You will identify in Your Program application). For purposes of this Agreement, "our Website" also includes any MagnaPin Website operated by Us other than www.MagnaPin.com.

1. Enrollment In The Program. To begin the enrollment process, You will submit a complete Program application via Our Website. We will evaluate Your application in good faith and will notify You of Your acceptance or rejection. We may reject Your application if We determine at Our sole discretion that Your Website is unsuitable for the Program. Unsuitable Websites include those that:

- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Promote illegal activities or are intended to harass or defame anyone;
- Include "MagnaPin" or variations or misspellings thereof in their domain names; or
- Otherwise violate Our intellectual property rights or the intellectual property rights of others.

If We reject Your application, You are welcome to reapply to the Program at any time. You should also note that if We accept Your application and Your Website is thereafter determined at Our sole discretion to be unsuitable for the Program, We may terminate this Agreement immediately without prior notice.

2. Links on Your Website. Once You have been notified that Your Website has been accepted into the Program, You may provide on Your Website a link to Our Website. We will provide You with guidelines and graphical artwork to use in linking to Our home page. To permit accurate tracking, reporting, and commission fee accrual, We will provide You with special "tagged" link formats to be used in all links between Your Website and Our Website. You must ensure that each of the links between your Website and Our Website properly utilizes such special link formats. Links to Our Website placed on Your Website pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will only earn commission fees with

respect to activity on Our Website occurring directly through Special Links. We will not be liable to You with respect to any failure by You to use Special Links, including to the extent that such failure may result in any reduction of amounts which would otherwise be paid to You pursuant to this Agreement.

3. Restrictions and Prohibited Activity. You may not:

- (a) Purchase or register search engine keywords, AdWords, search terms or other identifying terms or domain names that include the word "MagnaPin" or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits You from bidding on:
 - Any form of Our trademarks, "MagnaPin", "MagnaPin.com" or any keyword string that includes these terms, for example, "MagnaPin and flowers", "MagnaPin and brooches", "MagnaPin and fine fabrics", etc.;
 - Variations or misspellings of Our trademarks: for example "www.MagniPin.com", "www.MagnatPin", "MagnetPin", etc.; or
 - Any form of Our trademarks or variation or misspelling thereof in connection with foreign country or other domain extensions.
- (b) Dilute, blur or tarnish the value of Our trademarks, and/or products and services. (For example, You are not allowed to say that You offer better and/or more promotions, products and services than MagnaPin.com.);
- (c) Misrepresent MagnaPin.com's brands including Our URL, logos, trademarks and trade names;
- (d) Engage in indiscriminate or unsolicited commercial advertising emails;
- (e) Cause or enable any sales to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, Iframes, hidden frames or redirects;
- (f) Establish or cause to be established any promotion that provides any rewards, points or compensation for sales, or that allows third parties to place Links to Our Website or Our Website content, without Our prior written permission;
- (g) Use any existing or future software products or services (including without limitation any computer programming code that is an add-on or bundled with any browser or other host application) that will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the Web user's access, view or usage of, or other aspect of the Web user's experience at the Website of any affiliate of ours in a manner that causes or otherwise results in a different experience from what was otherwise intended by Our affiliate; or

- (h) Use any existing or future software products and services that will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from the Website of any affiliate of ours with the result of reducing any compensation or other payment earned by or owing to such affiliate.

In addition to the foregoing, You must also abide by all provisions set forth in this Agreement, and specifically those concerning Press Releases and Other Communications, Other Website Promotion, using Our Trademarks and Paid Search Listings.

If We determine, in Our sole discretion, that You have engaged in any of the foregoing activities or violated any of Our rules, We may, without limiting any other rights or remedies available to Us, withhold any referral fees otherwise payable to You under this Agreement and/or terminate this Agreement without notice. If We are required to enforce any of the foregoing restrictions, You will be obligated to reimburse Us for any attorneys' fees reasonably incurred in connection with such enforcement.

4. Order Processing. We will process product orders placed by customers who follow a Special Link from Your Website to Our Website. We reserve the right to reject orders that do not comply with any requirements that We periodically may establish without notice. We will be responsible for all aspects of order processing and fulfillment. Our responsibilities include, but are not limited to, preparing order forms, processing payments, cancellations, and returns; and handling customer service. We will track sales made to customers who purchase products using Special Links from Your Website to Our Website and will make available to You upon request monthly reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at Our discretion.

5. Commission Fees. We will pay You (in accordance with Sections 6 and 7 below) commission fees on certain Product sales to third parties. For a Product sale to be eligible to earn a commission fee, the customer must follow a Special Link from Your Website to Our Website, select and purchase the Product using Our automated ordering system, accept delivery of the Product at the shipping destination, and remit full payment to Us.

6. Commission Fee Schedule. You will earn commission fees based on Qualifying Revenues according to commission percentage schedules established by Us from time to time. "Qualifying Revenues" are revenues derived by Us from Our sales as a result of purchases made by visitors to Our Website that come directly through a Special Link on Your Website. "Qualifying Revenues" do not include shipping & handling, gift-wrapping, taxes or service charges.

MagnaPin.com pays commissions as set forth immediately below. At the end of each month We will add all of Your sales together for that month and arrive at Your commission percentage for the month. Each time You refer a visitor to MagnaPin.com and they complete a purchase, You earn commission fees on Qualifying Revenues related to that sale. If the visitor does not purchase immediately, but comes back within 10 days and purchases a product not in response to Our own or another's marketing activities, We will credit You with the sale.

Total Sales/Month	Commission Percentage
Any Amount	29%

7. Commission Fee Payment. We will pay You commission fees on a monthly basis. Within 30 days following the end of each calendar month, We will send You a check for the commission fees earned on Your Qualifying Revenues during that month, less any taxes that We are required by law to withhold. However, if the commission fees payable to You for any month are less than \$20.00, We will hold those commission fees until the total amount due is equal to \$20.00 or more, or if earlier, until this Agreement is terminated. If a Product that generated a commission fee is returned by the customer, We will deduct the corresponding commission fee from Your next monthly payment. If there is no subsequent payment, We will send You a bill for the commission fee.

8. Policies and Pricing. Customers who buy products through this Program will be deemed to be customers of MagnaPin.com. Accordingly, all of Our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change Our policies and operating procedures at any time. For example, We will determine the prices to be charged for products sold under this Program in accordance with Our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect products that You already have listed on Your Website, You may not include price information in Your product descriptions. We will use commercially reasonable efforts to present accurate information, but We cannot guarantee the availability or price of any particular product.

9. Identifying Yourself as an Affiliate. You may not make any press release with respect to this Agreement or Your participation in the Program without Our prior written consent, which may be given or withheld in Our sole discretion. Please review Our Rules Regarding Press Releases and Other Communications. In addition, You may not in any manner misrepresent or embellish the relationship between Yourself and MagnaPin, or express or imply any relationship or affiliation between MagnaPin, Yourself, or any other person or entity except as expressly permitted by this Agreement (including by express or impliedly stating that MagnaPin.com supports, sponsors, endorses or contributes money to any charity or other organization).

10. Limited License. We reserve all rights in the graphic image and text, any other images, Our trade names and trademarks, and all other intellectual property rights owned by MagnaPin (collectively, the “Licensed Property”). We may revoke Your license at any time by giving You written notice ten (10) days prior to such revocation. We grant to You a non-exclusive worldwide right to reproduce and use all the Licensed Property solely for the purpose of creating Links connecting Your Website to Our Website and promoting Our products for sale. These product images must be served by Our Website and cannot be used in any form other than the form provided by Us. We reserve the right to review Your use of the Licensed Property and to prohibit any use of the Licensed Property that does not comply with the terms and conditions hereof or which, in Our sole opinion, is likely to harm or prejudice the distinctiveness, reputation, or validity of the Licensed Property or MagnaPin.

11. Responsibility for Your Website. You will be solely responsible for the development, operation, and maintenance of Your Website and for all materials that appear on Your Website. For example, You will be solely responsible for:

- The technical operation of Your Website and all related equipment;
- Creating and posting Product descriptions on Your Website and linking those descriptions to Our Website;
- The accuracy and appropriateness of materials posted on Your Website (including, among other things, all Product-related materials);
- Ensuring that materials posted on Your Website do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights); and
- Ensuring that materials posted on Your Website are not libelous or otherwise illegal.

12. Representations and Warranties. You hereby represent and warrant to Us as follows:

- (a) This Agreement constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- (b) The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby shall not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to You or binding upon Your assets or properties.

- (c) You are the sole and exclusive owner of Your trademarks, names and logos and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and shall not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- (d) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.
- (e) There is no pending or, to the best of Our knowledge, threatened claim, action, or proceeding against You, or any affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, trade name, service mark, copyright, licenses, intellectual property or other proprietary right, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.

13. Term Of The Agreement. The term of this Agreement will begin upon Our acceptance of Your Program Application and will end when terminated by either party. Either You or We may terminate this Agreement at any time, with or without cause, by giving the other party a written ten (10) day notice of termination. Upon the termination of this Agreement for any reason, You will immediately cease use of, and remove from Your Website, all links to Our Website, product images from Our database, and any of Our trademarks, trade dress or logos, and all other materials provided by or on behalf of Us to You pursuant hereto or in connection with the Program. You are only eligible to earn commission fees on Qualifying Revenues occurring during the term of this Agreement, and commission fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold Your final payment for a reasonable time to ensure that the correct amount is paid.

14. Modification. We may modify any of the terms and conditions contained in this Agreement, at any time and in Our sole discretion, by posting a change notice or a new agreement on Our Website. Modifications may include, for example, changes in the scope of available commission fees, commission percentage schedules, payment procedures, and Program rules. In the event of substantive changes to the terms of this agreement, You will be contacted by email. Substantive changes include changes in the commission percentage schedule. If any modification is unacceptable to You, Your only recourse is to terminate this Agreement. Your continued participation in the program following Our posting of a change notice or new agreement on Our Website will constitute Your binding acceptance of the change.

15. Relationship of Parties. You and We are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your Website or otherwise, that reasonably would contradict anything in this Agreement.

16. Limitation of Liability. We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if We have been advised of the possibility of such damages. Further, Our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commission fees paid or payable to You under this Agreement within the last six (6) months.

You hereby agree to indemnify and hold harmless MagnaPin.com and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (a) any claim that Your use of any trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (c) any claim related to Your Website, including, without limitation, content therein not attributable to Us.

17. Disclaimers. We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, We make no representation that the operation of Our Website will be uninterrupted or error-free, and We will not be liable for the consequences of any interruptions or errors.

18. Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

19. Miscellaneous. This Agreement will be governed by the laws of the State of Texas, without reference to rules governing choice of laws. Any action relating to this

Agreement must be brought in the federal or state courts located in Colleyville, Texas, and You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such provision or any other provision of this Agreement. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, that provision shall be deemed severed and the remainder of this Agreement shall remain valid and enforceable in accordance with its terms

20. Rules. We reserve the right in Our sole discretion to modify these rules at any time. We reserve the right to take action against any use that does not conform to these rules. The following rules apply to any press release or other communication that You may issue in connection with Your participation in the Program, as well as to any other promotion of Your Website.

- (a) Any communication must accurately identify that You are participating in the "MagnaPin.com Affiliates Program."
- (b) Any communication must clearly and accurately describe the nature of Your participation in the MagnaPin.com Affiliates Program. Your communication must not create confusion or misrepresent the nature of Your or any other participant's participation in the MagnaPin.com Affiliates Program.

You may, without Our prior consent, say the following in any communication: (i) that You have become a MagnaPin.com Affiliate, and/or (ii) that You have joined or become a member of the MagnaPin.com Affiliates Program.

You must obtain Our prior written consent to use any other description of Your participation in the MagnaPin.com Affiliates Program or of the program itself, which We may give or withhold at Our sole discretion. If You seek such consent, please submit the entirety of Your proposed press release to Us by email at affiliates@MagnaPin.com for review.

21. Rules Regarding Other Website Promotion.

- (a) To protect the integrity of the reputation of Our other affiliates as well as the MagnaPin.com brand name, You may not promote Your Website via certain forms of indiscriminate advertising, commonly referred to as "spamming." Accordingly, You may not promote Your Website via postings to non-commercial newsgroups or cross-postings to multiple newsgroups at once.
- (b) Notwithstanding the foregoing, You may promote Your Website via mailings to recipients who are already customers or subscribers to Your Website's services,

provided that the recipients have the option to remove themselves from future mailings and that You otherwise comply with all applicable laws of Your jurisdiction. Further, You may promote Your Website via newsgroup postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup).

- (c) In all promotion, You must clearly represent Yourself and Your Website as entities independent from MagnaPin.com, MagnaPin.com's affiliated companies, the MagnaPin.com Website, and any of MagnaPin.com's affiliated companies' Websites.
- (d) Generally, in any forum or media, You must honor the advertising practices and restrictions that are commonly considered acceptable by its readers.

MagnaPin, reserves the right at its sole discretion to modify the foregoing rules at any time. MagnaPin, reserves the right to take action against any person or entity that does not conform to these rules.

22. Rules Regarding Use of Our Trademarks. These guidelines apply to Your use of MagnaPin® trademarks (the "Marks") in materials which have been approved in advance by MagnaPin.com.

- (a) You may use the Marks solely for the purpose authorized by MagnaPin.com, or by Our written consent.
- (b) You may not alter the Marks in any manner. For example, You may not change the proportion, color, or font of the Trademarks.
- (c) You may not display the Marks in any manner that implies sponsorship or endorsement by MagnaPin.com. outside of Your involvement in the Affiliates Program.
- (d) You agree You will not use any of the Marks on any goods or for any services other than in compliance with specifications We issue from time to time and with such other quality control measures that We may adopt to promote and defend the goodwill associated with the Marks.
- (e) You cannot use the Marks as part of the name of any business entity that You own or in which You hold an Equity Interest.
- (f) Except as permitted or authorized by this Agreement, You may not use the Marks, or any words confusingly similar to those words as a part of an Internet Resource Locator (i.e., a "domain name"), in an e-mail address as a hidden search term used by Internet search engines (e.g., as a "metatag" or a "white letter" term), as a search term or keyword in any pay-for-placement search engines, as the headline or in the description copy associated with any pay-for-placement search engines,

as page titles on any Internet Website, or in any paid search engine advertising. If We approve any such use contemplated in this section, You must comply with the Agreement in all such uses. You agree to promptly make any changes in Your use described in this section that We direct. You acknowledge that any domain name that uses the Marks and that any goodwill accruing or attributable to such domain name are the property of MagnaPin.com.

- (g) You may not use the Marks to disparage MagnaPin, its products or services, or in a manner which, in MagnaPin's reasonable judgment, may diminish or otherwise damage MagnaPin's goodwill in the Marks.
- (h) Each Mark must appear by itself, with reasonable spacing (at least the height of the Mark) between each side of the Mark and other graphic or textual elements.

23. Rules Regarding Paid Search Listings. Many of Our affiliates are now using paid search listings to generate commission. The goal of Our paid search rules is to ensure that affiliates follow the most recent search engine guidelines in a manner that does not conflict with Our paid search program.

- (a) You may not represent You or Your website as MagnaPin.com.
- (b) You may not use or display www.MagnaPin.com or variations thereof in either the copy, or advertisement, or the display URL. Variations include foreign country or other top-level domain extensions.
- (c) You must follow common search engine guidelines, such as:
 - Your display URL must match the ultimate actual destination URL;
 - You may not frame Our website as a landing page; or
 - You may not create “redirects” or “jump pages” that immediately direct to Our website.
- (d) All promotions or claims reflected in Your copy and/or advertisement must be accurate at any time that the ad is running.

24. Notices. Provision stating where to send notices for each party (if included in Agreement for providing of notices).

25. Entire Agreement. This document and those referenced herein constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements between the parties. This document may be amended solely as provided for in the provisions contained herein.

Contact Information:

MagnaPin, Inc.

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Colleyville, TX 76034

817-605-0717 - Phone

817-605-0440 - Fax