

Clubshop Affinity Group Terms of Agreement

ACCEPTANCE OF APPLICATION - This application is effective, if properly completed and submitted by the applicant(s), on the date and time received and approved by ProProfit Worldwide Ltd. (hereafter listed in these terms of agreement as "The Clubshop") in their home office. There is no Application Fee. The Affinity Group Application **MUST** be accompanied by: a copy of the Charter, Bylaws or Articles of Incorporation of the Non-Profit Organization or Business.

AFFINITY GROUP MEMBERSHIP POLICY - As an Affinity Group Member, there is no cost to get started and there is no application fee. Upon acceptance of their application, an Affinity Group will be assigned an ID number that will be used when referring their participants to order subscriptions or purchase products or services offered by the Clubshop. As participants make purchases, they will be given a membership ID number and the membership type of "Shopper". Purchases of products and services offered by The Clubshop, which are made by these Shoppers, will earn the shopper rebates, the Affinity Group will earn commissions which will be attributed to the Affinity Group.

Affinity Groups are not allowed to become a PARTNER. If a participant in an Affinity Group chooses to upgrade to become a PARTNER, then the Affinity Group will lose their ability to earn commissions from the upgraded participant.

COMPENSATION - Upon approval of this Application, I understand that my organization/company will become a Affinity Group Member with the Clubshop and will be eligible to participate in the selling of the ClubDepot.com subscriptions and Clubshop products and services and receive compensation as follows:

ClubShop Mall, Outlet Center and Local Clubshop Reward Purchases	1/4 of the Member Rebate
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Note: Commissions will be paid based on monthly fees being collected for Clubdepot.com ISP.

Affinity Group Responsibilities: I agree that we will not make any statements, disclosures or representations in selling The Clubshop's subscriptions and products, other than those contained in approved company web pages, literature and sales aids. Any activities, whether lawful or unlawful, which are harmful to the Clubshop's operations, reputation, or other clients, especially activities which may restrict or inhibit others from using and enjoying the services which we provide, are prohibited. I understand that I cannot, under any circumstances, incur any debt, expense or obligation on behalf of, or for, The Clubshop. I understand that I will not for any reason, act as a spokesperson for The Clubshop in any manner to any media or publication without prior written authorization from Clubshop HQ.

BULK EMAIL - I agree to not utilize unsolicited bulk email (SPAM) or unsolicited bulk email services in promoting Clubshop products and services. Doing so will result in the immediate suspension or termination of my account with a cancellation of any pending commissions. I understand that by utilizing bulk email I may be subject to legal action and be held liable for any financial loss incurred by the Clubshop. Any service interruptions to the Clubshop as a result of Members utilizing bulk email will billed to the offending Member(s) at 250 U.S. dollars per hour until service is restored.

INDEPENDENT CONTRACTOR - I understand and agree that we are an independent contractor, responsible for my own business activities and that there is nothing in this agreement which construes, implies or creates an employee, consignee, trustee, partnership, joint venture or similar enterprise. We are not an agent, employee, or franchisee of The Clubshop, nor will we represent ourselves as such. We understand that there are no exclusive territories granted to anyone, no franchise fees have been paid, nor are we acquiring any interest in a security by the acceptance of this application and agreement. We further understand and agree that we will not be treated as an employee with respect to withholding services for federal, state or local tax or license purposes of any kind. Nor will we be treated as an employee for purposes of the Federal Unemployment Tax Act, the

Federal Insurance Contribution Act, the Social Security Act, any State Unemployment Act, or State Employment Security Act. We agree to pay all applicable federal and state self-employment taxes, sales taxes, local taxes and/or license fees that may become due as a result of my activities under this agreement.

USAGE OF MATERIALS - I understand and agree that any web pages, ads, e-mail solicitations, marketing and/or sales aids, letters, or materials that include or reference The Clubshop or any The Clubshop trade names, email addresses, web pages or trademarks must be approved by The Clubshop prior to their use. Only web pages, ads, literature and sales aids expressly authorized for duplication may be duplicated for use by the Members. The unauthorized use or duplication of trade marks or copyrighted material is a violation of federal law.

INDEMNITY - We hereby agree to indemnify and hold harmless The Clubshop, its officers, affiliates or representatives of and from any claim, demand, liability or expense including reasonable attorney's fees incurred thereby as a result of or in connection with the acts or omissions of other Members.

LAWS - We are a legal, registered organization or corporation in the Country of the address provided on the application. We understand that no attorney general or other regulatory authority reviews, endorses, or approves any product, membership, compensation program, or company and we will make no claims otherwise. In the event a question shall arise concerning compliance by The Clubshop, such questions shall be submitted to The Clubshop in writing. Should any provision of this Agreement violate any applicable Countrylaw or should any required provision be omitted here from, such provision shall be automatically amended or added to conform to the requirements of the law of the state of the Affinity Group.

SEVERALIBILTY - Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. Furthermore, in lieu of such invalid or unenforceable provision there shall be added in its place a provision as similar in its terms to the invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

CLAIMS AND DISPUTES - This agreement is governed by the laws of the UK and all claims and disputes relating to this Agreement, the right and obligation of the parties or any other claims or causes of actions relating to the performance of either party under this Agreement and/or purchases of subscriptions, products and services shall be settled totally and finally by arbitration in the UK. This agreement shall be binding upon the successors and assigns of both parties.

CHANGE IN POLICIES - In order to maintain a viable marketing program to comply with federal, state or local laws or economic conditions, The Clubshop may provide changes in policies, procedures, rules, regulations, company literature, sales aids, compensation program and/or subscription and information product prices. Such changes shall upon notice to the member or appearing at the Clubshop Web Site, become a binding part of this agreement.

TERMINATION - The Clubshop may suspend or terminate your membership in the event any term of this agreement is breached. Such termination will cause you to immediately forfeit the resulting or potential income derived or to be derived.

It is expressly agreed by the parties that there are no verbal or written representations or agreements relating to becoming a Member other than those contained in this agreement and that this Application and Agreement, including The Clubshop's Policies and Procedures, both incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this agreement and I acknowledge keeping a copy of all documents referred to and agree to abide by and be bound by the terms contained therein.