

## AFFILIATE AGREEMENT

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This Affiliate Sales Program Agreement contains the complete terms and conditions that apply to your participation as a website Affiliate of TheAtlasStore.com, and the establishment of links from your web site to our web site.

By submitting an application to join TheAtlasStore.com Affiliate Network, you are confirming that you have read this Affiliate Sales Program Agreement and agree to be bound by its terms and conditions.

### Affiliate Sales Program Agreement Definitions:

"TheAtlasStore.com" - TheAtlasStore online store.

"Affiliate"- the business, individual or entity that displays TheAtlasStore products, services and/or promotions on its internet site in exchange for receiving remuneration from THEATLASSTORE for sales resulting from such display.

### 1. TheAtlasStore.com Website Affiliate Sales Program

Affiliate agrees to display TheAtlasStore products ("Products"), services and/or promotions on its internet site with links to the THEATLASSTORE site as mutually agreed to by the parties, pursuant to the terms of this Agreement and Affiliate will receive compensation for such display as set forth herein.

### 2. Representations and Warranties

Affiliate represent and warrants that:  
a. Affiliate conducts business via the internet.

### 3. Links

#### a. TheAtlasStore.com Obligations

THEATLASSTORE will forward links to yahoo store system at such frequencies as determined by THEATLASSTORE in its sole discretion. The links may take the form of banner advertisements, buttons and/or text. THEATLASSTORE shall provide all information necessary to allow Affiliate to link to THEATLASSTORE's internet site.

#### b. Affiliate's Obligations

Affiliate will only use the links on its internet site identified above. Affiliates will only use the links in the manner prescribed by THEATLASSTORE. Affiliates will not provide the links to third parties or place the links on other internet sites. Affiliate will cooperate fully with THEATLASSTORE in order to establish or maintain such links. Links shall be prominently displayed at such locations on Affiliates internet site as agreed to by the parties. Affiliate shall not modify or alter the links without THEATLASSTORE's prior written consent. Links shall not alter the look, feel or functionality of THEATLASSTORE's internet site.

c. Rights to Reproduce Affiliate's Page Views containing TheAtlasStore.com Links THEATLASSTORE shall have the right to reproduce page views from Affiliate's internet site which contain THEATLASSTORE links for THEATLASSTORE internal and external use, including, but not limited to, use in traffic reporting to third parties, and in public presentations.

### 4. Affiliate Commission

#### a. Commission Structure

TheAtlasStore.com shall compensate Affiliate for Qualified Sales based upon the Net Invoice Price of Products. The commission shall be 15% on all products sold on TheAtlasStore.com site up to 10 days from the date the click-through is initiated.

#### b. Net Invoice Price

For purpose of this Agreement "Net Invoice Price" shall be the total billing to the user less sales tax, duties, shipping, handling, insurance, gift wrapping and similar charges. THEATLASSTORE shall charge back Affiliate's commission account for returned Product, credit card fraud and amounts remaining unpaid by user. Such chargeback's shall be deducted from future commission payments.

#### c. Qualified Sales

For purposes of this Agreement "Qualified Sales" shall mean sales of Product via the THEATLASSTORE internet site to users of Affiliate's internet site who purchase Product by utilizing the link between the Affiliate internet site and the THEATLASSTORE internet site. Qualified Sales are limited to sales tracked by yahoo store system from the time the link is initiated through the time of sale and excludes: (1) sales which cannot be tracked by yahoo store system, (2) sales where the user links through Affiliate's internet site but then utilizes another Affiliate's link to THEATLASSTORE's internet site prior to sale and (3) sales which are not consummated by 11:59 pm, Eastern Standard Time.

#### d. Commission Payments

Commissions shall accrue upon THEATLASSTORE receipt of payment from Product sales. Commissions shall be paid based on monthly sales within 45 days following the end of each month. However, if Commissions for any month are less than \$50.00, payment will not be issued until the earlier to occur of: 1) the end off the month in which Commissions total at least \$50.00, or 2) the termination of this Agreement.

#### e. Modification of Commission Structure

THEATLASSTORE reserves the right to modify the Commission structure at any time upon notice to Affiliate. Commissions earned prior to such notice shall not be affected by such modification. f. Commission Reports

THEATLASSTORE shall track the Qualifying Sales and will make commission reports available to Affiliate yahoo store's website. THEATLASSTORE may vary the form and content of the reports from time to time. The reports will be updated on a regular basis, which in no event shall be less than quarterly.

#### **5. Order Processing and Fulfillment**

TheAtlasStore.com shall process orders for Products by reserves the right to reject orders that do not meet THEATLASSTORE requirements. Affiliate shall not accept orders for Products. THEATLASSTORE is solely responsible for Product order processing and fulfillment. Order information, including customer information, is considered confidential and will not be provided to Affiliate.

#### **6. Trademarks**

Other than the right to display the links containing THEATLASSTORE trademarks, names and logos ("THEATLASSTORE Trademarks") on Affiliate's internet site in the manner prescribed by THEATLASSTORE, Affiliate shall have no right to otherwise utilize or display THEATLASSTORE Trademarks without THEATLASSTORE's prior written approval. Other than the right to display the page views referenced in Section 3c. above containing Affiliate trademarks, names and logos ("Affiliate Trademarks"), THEATLASSTORE shall have no right to otherwise utilize or display Affiliate Trademarks without Affiliate's prior written approval.

#### **7. Indemnification**

Each party is solely responsible for the development, operation, maintenance and content of their internet site and each party hereby agrees to indemnify and hold harmless the other party from all liability, claims, suits, damages and expenses, including without limitation, attorney's fees, arising from the development, operation, maintenance and content of each party's internet site.

#### **8. Assignment**

The rights and obligations set forth in this Agreement may not be assigned by either party and any attempted assignment shall be void.

#### **9. Limitation of Liability**

Neither party shall be liable to the other for special, consequential, indirect or incidental damages, including loss of profits or loss of business in connection with any claims, breach or violation of this Agreement or violation of any duty owed to the other arising from this Agreement. Neither party shall be liable to the other by reason of the termination, expiration or nonrenewal of this Agreement for indemnities, reimbursement or damages on account of unjust enrichment, loss of clientele or business, or loss of prospective profits or compensation on anticipated sales.

#### **10. Non waiver**

The failure on the part of either party to exercise any right hereunder shall not constitute a waiver of any such right.

#### **11. Previous Agreements Superseded**

This Agreement expresses the entire understanding between the parties and cancels and supersedes any previous contracts, arrangements or understanding between the parties relative to the subject matter hereof.

#### **12. Amendments, Revisions, Extensions**

No agreement or understanding amending, revising or otherwise changing the terms and conditions hereof, or extending the term hereof, shall be binding unless in writing and signed for each party by a duly-authorized representative. Any such written amendment, revision, extension or other change in this Agreement shall be binding on the parties notwithstanding any lack of a separate legal consideration therefore.

#### **13. Separability Provision**

Should any provision of this Agreement in any way violate or contravene any law or regulation of any jurisdiction, such provision shall be deemed not to be a part of this Agreement in regard to activities conducted hereunder within such jurisdiction, but the remainder of the Agreement shall remain in full force and effect.

#### **14. Notices**

Any notice under this Agreement shall be deemed to have been sufficiently given when, if given to THEATLASSTORE, it is emailed to: info@shopideas.com

15. Governing Law/Venue This Agreement is executed and delivered within the state of Florida, and its construction, interpretation and performance shall be governed by the laws of the state of Florida. Each party to this Agreement consents to exclusive venue for any dispute arising under this Agreement to be a court located in Florida. Each party to this Agreement acknowledges personal jurisdiction over such entity by any court located in Massachusetts.

#### **16. Confidentiality**

Affiliate and TheAtlasStore.com shall keep confidential all information disclosed by the other concerning this Agreement and shall not divulge such information to any third parties. These obligations will survive termination of this Agreement. Upon termination of this Agreement each party shall, upon the other's written request, return to the requested party any such information, deemed by the requesting party to be confidential or proprietary.

#### **17. Terms**

This Agreement shall remain in effect until terminated by either party, with or without cause, upon 30 days prior written notice to the other party. TheAtlasStore.com shall have the right to immediately terminate this Agreement if THEATLASSTORE determines, in its sole

discretion, that Affiliate's internet site is inconsistent with THEATLASSTORE electronic commerce strategy for any reason, including, but not limited to use of images or content that is unlawful, harmful, threatening, defamatory, obscene, discriminatory, or otherwise objectionable. Upon termination of the Agreement, Affiliate shall cease use of the link to the THEATLASSTORE internet site and shall return to THEATLASSTORE all THEATLASSTORE materials in Affiliate's possession.