



Custom Direct Web Affiliate Agreement

THIS AGREEMENT ("Agreement") has been entered into on _____, 20____, by and between Custom Direct LLC, 1802 Fashion Court, Joppa, Maryland 21085 (hereinafter referred to as the "Custom Direct" or "we" or "us") and _____, located at _____ (hereinafter referred to as "Affiliate" or "you").

The Affiliate desires to enter into a relationship whereby Affiliate will promote Custom Direct products on a non-exclusive basis on the Affiliate's web site(s). Such promotion by Affiliate will contain a link from a Referring Web Site controlled by the Affiliate to our web site and earn referral fees. Affiliate may remove said link from a Referring Web Site and re-link to our web site at any time without prior approval. Affiliate may not display our name or link in any way that may defame us or mislead the customer, or in any way that we, in our sole discretion, deem harmful or detrimental to us.

1. RIGHTS OF USE; OWNERSHIP.

1.1 Once Affiliate is approved for this relationship and subject to the terms of this Agreement, Custom Direct hereby grants Affiliate a revocable, nontransferable, nonsublicensable, royalty-free, nonexclusive license to display on Affiliate's web site banners, logos and specific links to Custom Direct products ("Content") that Affiliate receives directly from Custom Direct. Affiliate's permitted web site(s) are: *LIST HERE* ("Affiliate's Site").

1.2 The Content is protected by the copyright and trademark laws of the United States and international copyright treaties. As between the Parties, title, ownership rights, and intellectual property rights in and to the Content, and any copies or portions thereof, shall remain in Custom Direct. Custom Direct shall retain all rights to the Content not expressly granted to Affiliate under this Agreement. Affiliate further agrees and acknowledges that its use of the Content shall inure exclusively to Custom Direct's benefit. Affiliate agrees not to do anything to contest or impair the rights of Custom Direct in and to any of the Content. Affiliate further agrees to place the following notice on the web page on which Content appears or on the web page containing Affiliate's web site Terms of Use: "The trademarks above are trademarks or registered trademarks of Custom Direct LLC."

1.3 Usage Restrictions. Affiliate shall not link to our web site from a Referring Web Site which engages in or promotes SPAM, pornographic material, violence, discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age. The Affiliate must ensure that materials posted on its site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. If the Affiliate specifies a price point for our products in its marketing and advertising, it shall ensure that it is updated regularly to reflect all price changes. We shall have the right, but not the obligation, to monitor the Affiliate's Referring Web Site at any time and from time to time determine if it is in compliance with the terms and conditions of this Agreement. The Affiliate shall indemnify and hold us harmless from all claims, damages

and expenses relating to the development, operation, maintenance and contents of the Affiliate's Site.

1.4 Pricing. Prices of our products may be changed at any time, solely at our discretion, by posting the revised prices on our web site. The Affiliate acknowledges that changes in the prices of our products will change the referral fees earned by the Affiliate (price changes however, will not change the commission rate).

2. DISTRIBUTION AND MARKETING.

2.1 Promotion of 4checks Affiliate Program. We will make available to you a variety of graphic and textual links, which you may display as often and in as many areas on your site as you wish (subject to the terms and conditions herein). You agree to display on your site, only graphical links that have been provided by us. All banners must feature the 4checks brand name. You will substitute such links provided by us from time to time throughout the term of this Agreement. You will display links prominently in relevant sections of your site. You can display textual links provided by us or created by you in the manner outlined herein. Sample copies of text links are available by e-mailing affiliatemanager@4checks-affiliates.com. The Affiliate shall not author or issue any announcements or press releases to the media without sending a copy to affiliatemanager@4checks-affiliates.com for review. You may only use such material after you receive our written consent. You hereby agree that your site will not contain any content of our site or any materials that are proprietary to 4checks.com, except materials which are obtained by you via the 4checks Affiliate Site in accordance with the provisions hereof or the policies or instructions thereon, or unless you obtain our prior written permission. You agree that your domain name does not and will not contain any of the following words: "4CHECKS", "ARTISTIC CHECKS", "CHECK GALLERY", "CHECK CRAFTERS", "CLASSIC CHECKS", "IDENTITY CHECKS", "IMAGE CHECKS", "LIFE CHECKS", "MESSAGE PRODUCTS", "STYLES CHECKS" and "UNIQUE CHECKS".

2.2 No SPAM. Promoting our services via unsolicited e-mail is strictly prohibited, and the Affiliate must agree to not reference us in any way, shape or form, in any e-mail that the Affiliate sends in which the recipient has not specifically asked to receive it. Affiliates in violation of this policy will forfeit their commissions and be removed from the 4checks Affiliate Program.

2.3 Pay Per Click Advertising Guidelines. We support affiliate partners willing to promote their web site and our products via ethical pay per click advertising in any search engine. We are happy to provide a list of top performing keywords upon request. We require that you do not bid on our competitor's brand names. These include: 123 Checks Online, Anthony Grandio Company, Checks for Less, Checks In The Mail, Checks Unlimited, Checks Your Way, CheckWorks, Clarke American, Colorful Images, Compuchecks, Deluxe, Designer Checks, Express Checks, Liberty Check Printers, Multicultural Checks, PCC Checks, Pride Checks, Promise Checks, Real Life Checks, Rosencrantz & Guildenstern and Bradford Exchange Checks. As members of the Check Payment Systems Association (www.cpsa-checks.org), we do not use competitors' names in the search return or header, content or description of our advertisements as we find the practice to be unethical. If you are not found in compliance with our request, a warning will be issued. If you do not comply within 10 business days or are found to be a repeat offender, you will be removed from our program immediately.

3. REFERRAL FEES/COMMISSIONS

3.1 Qualifying Services. All products sold by us to customers originating from the Affiliate's Referring Web Site or Referral URL qualify to earn the Affiliate referral fees. The Affiliate will

not receive referral fees if the Affiliate places an order on behalf of a Customer. In order to receive referral fees, the Customer must place the order him/herself.

3.2 Referral Fees Structure. Custom Direct shall pay Affiliate a Commission on net sales of Custom Direct products that result from customer traffic generated by the Affiliate Links under the terms of this Agreement. Affiliate will receive a Commission from a sale directly resulting from a customer clicking through from a Link on the Affiliate's Site tracked through first party cookies with My Affiliate Program software ("Affiliate Link").

The commissions structure is tiered based on the amount of monthly sales the Affiliate generates:

<u>Commission</u>	<u>Sales (\$) Generated by Affiliate/Month</u>
15% of sale (minus tax & shipping)	\$25 - \$250 in sales
20% of sale (minus tax & shipping)	\$251 – \$1000 in sales
25% of sale (minus tax & shipping)	More than \$1000 in sales

3.3 Web Affiliate Referral Program. Custom Direct shall pay Affiliates an additional 5% Commission on any sales generated by other affiliates who join our program as a result of a referral from your website. These are 2nd Tier Affiliates and need to be approved in writing by our Web Affiliates Coordinator before the additional 5% referral Commission will be triggered.

3.4 Referral Fee Payment Terms. Affiliates will only be credited for purchases made by first-time customers via the Internet, and NOT purchases made by re-order customers. Affiliates will be issued one commission payment check for each month that they are due payment. If this commission check is not cashed or claimed within 90 days of being issued, the check is deemed void and no replacement check will be provided. Affiliates who do not claim their commission check, as outlined above, will have forfeited their commission for that month. We will mail a referral fee payment in US dollars for the applicable referral fees on or before the last day of each calendar month for the previous month's referral fees, as long as the amount due to the Affiliate is more than or equal to US \$25. If the amount due to an Affiliate is less than US \$25, the amount will be carried forward to the next month. Referral fee overpayments may be deducted from future payments or shall be reimbursed by the Affiliate. An online statement of customer purchase activity is available to the Affiliate at all times.

3.5 Returns and Cancellations. If purchased products are cancelled by the Affiliate's customer, or if we have to issue a refund to the Affiliate's customer for any reason, the corresponding referral fee(s) will be deducted from the Affiliate's current or next monthly referral fee payment. If the aforementioned referral fee(s) is more than the amount due to the Affiliate, the Affiliate will be billed for the balance amount and will submit that balance to Custom Direct within fifteen (15) days of receipt of an invoice.

3.7 Tax Reporting. The Affiliate shall be responsible for all taxes and other similar levies applicable to the referral fees pursuant to any law or regulation. The Affiliate shall report the referral fees to taxation authorities as required by law.

4. SECURITY

4.1 Spyware and other Parasites. Affiliate shall not engage in any relationship, formal or informal, with any provider of spyware or parasitic software (as judged by any interference with the operation by design of Referring Web Site and/or its partner sites). Custom Direct reserves the right to suspend or terminate Affiliate's participation in our Web Affiliate program, withhold payments to Affiliate, and/or notify the public in the event that Custom Direct suspects that any such relationship exists.

5. CONFIDENTIALITY

Affiliate shall treat this Agreement as confidential and shall not disclose any of its terms to any third parties without the prior written permission of Custom Direct.

6. TERM AND TERMINATION.

6.1 Term and Termination. We have the right to terminate the Agreement at any time and for any reason, by notifying the Affiliate through e-mail to *[insert email address]* or other e-mail address that Affiliate provides to Custom Direct. The Affiliate may terminate the Agreement at any time by notifying us through e-mail to *affiliatemanager@4checks-affiliates.com* or other e-mail address that Custom Direct provides to Affiliate. If the Agreement has not been terminated due to breach of its terms, the final referral fee payment to the Affiliate will be made to the Affiliate in accordance with the terms of this Agreement. If the Agreement has been terminated because of Affiliate's breach, the Affiliate will automatically forfeit any outstanding referral fees that have not been paid.

6.2 Modification. We may modify any of the terms and conditions contained in this Affiliate Agreement at any time at our sole discretion. You will be notified by e-mail and requested to sign an addendum. Modifications may include, but are not limited to, changes in the scope of available commissions, commission schedules, payment procedures and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement.

7. MISCELLANEOUS

7.1 Authority Limitations. Every customer who purchases a Qualifying Product is deemed to be our customer. We will be in direct contact with the customer for the purpose of fulfilling the customer's order. The Affiliate shall refer all questions, requests and queries regarding our services to us. You and Custom Direct 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 site or otherwise, that reasonably would contradict anything in these terms and conditions.

7.2 References/Testimonials. The Affiliate agrees to cooperate with us in the development of testimonials and other such marketing material. The Affiliate grants us unlimited rights to reference the Affiliate in any and all marketing materials, without further compensation.

7.3 Service Interruption and Tracking. We will make every effort to ensure that our web site is operational and to track the Affiliate's referred customers. However, certain unavoidable technical difficulties may occasionally cause temporary service and tracking interruptions. The Affiliate agrees that we are not liable in any way for such interruptions.

7.4 Governing Law/Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, excluding its conflicts of laws principles. The parties hereto consent to jurisdiction in the state and federal courts located in Maryland for any disputes arising out of this Agreement. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected. Such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

7.4 Counterparts. This Agreement may be executed in counterparts, both of which taken together shall constitute a single binding agreement between the parties. This Agreement may

executed via facsimile, and a facsimile copy of a party's signature shall be deemed and be enforceable as an original.

7.5 Notices. All notices or other communication required or permitted to be given to either party shall be in writing and shall be sent by registered mail, return receipt requested, to the address set forth on page one hereof, or to such other addresses as the parties may designate by notice hereunder.

7.6 Non-Assignment; Binding Effect; No Third Party Beneficiaries. Affiliate shall not assign or sublicense the Content, this Agreement or any of its rights and obligations hereunder, without the express written consent of Custom Direct, which consent shall be in its sole and absolute discretion, and any attempted assignment without such requisite consent shall be null, void and without any effect whatsoever ab initio. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the parties, their respective successors and permitted assigns. There are no third party beneficiaries to this Agreement.

7.7 Entire Agreement. The terms and provisions of this Agreement, including the introductory paragraph, constitute the entire agreement between the parties with respect to the matters described in this Agreement and supersede all prior agreements, negotiations, representations or proposals, whether written or oral, relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

[AFFILIATE]

Dated: _____

By: _____
(Signature of Affiliate)

(Printed Name of Affiliate)

Dated: _____

By: _____
Custom Direct LLC