

Friends Worldwide, Inc. Partner Agreement

This Agreement describes the entire terms and conditions for participation in the Friends Worldwide, Inc. Partner Program through its web based platform www.WhiteBoxDating.com. The Friends Worldwide, Inc. Partner Program is herein referred to as “Program”. In this Agreement, the terms "Partner" "you" or "your", refer to the users who intend to join the Program as Partners; "we" or "our" refers to Friends Worldwide, Inc.

REGISTRATION OF DOMAIN

In order to be a Partner, you must register a domain name with a globally recognized and authorized registrar. You must then set the domain name's DNS server settings to Friends Worldwide Inc.'s DNS servers. Once accomplished, the domain name and its functionality, encompassing the Friends Worldwide site pages and functionality solely designed by Friends Worldwide will be referred to as "Friends Worldwide, Inc. Partner Pages".

QUALIFICATIONS FOR ACCEPTANCE AS PARTNER

In order to be accepted into the Partner Program and to remain a Partner, you must meet ALL of the following requirements:

1. You must have a business website as a base for registration of domain name to host your dating site, which would be linked to the Friends Worldwide, Inc. Partner Pages and hosted by Friends Worldwide Inc.
2. Any Partner who owns or operates a site which displays any of the following content is ineligible to join the network and shall be immediately removed from the Friends Worldwide, Inc. Partner Program, at Friends Worldwide, Inc.'s sole and absolute discretion:
 - Sites which promote sexually explicit material.
 - Sites which promote violence.
 - Sites which impersonate others.
 - Sites which promote discrimination based on race, sex, religion, national origin, physical or mental disability, sexual orientation or age.

- Sites which promote illegal activities, including hacking, wares (warez), or instructions regarding anything illegal, unethical, etc.
 - Sites which contain obscene, defamatory, libelous, harmful material or otherwise infringe upon the rights including proprietary or intellectual property rights of any third parties.
 - Sites which are inconsistent with Friends Worldwide, Inc.'s policies and/or practices.
 - Sites which produce pop-up or pop-under advertisements or any other unethical or disrupting functionalities.
 - Sites which operate or which have content in violation of any local, state, federal or international laws and the same have been detected by Friends Worldwide, Inc.
3. You must be at least 18 years old (or older if required in your local jurisdiction).
 4. You must have a mailing address (no P.O. Boxes).
 5. You must, if doing business or residing in the U.S., provide a valid U.S. Tax Identification number, as required by federal, state, and local laws.
 6. You must not be a relative, spouse, or associate of another individual, within the same household or same company address, which is already enrolled as a Partner.
 7. You agree to promote the Program in an ethical way and in full compliance with the terms and conditions contained in this Agreement

ENROLLMENT IN THE PROGRAM

To begin the enrollment process, you must first read and acknowledge your acceptance of this Agreement, then submit a completed enrollment form via our site. If we refuse your enrollment into our program, during or after your enrollment submission, we may or may not inform you of the reason for refusal. Any refusal of a partner enrollment is at the sole and absolute discretion of Friends Worldwide, Inc.

Friends Worldwide, Inc. reserves the right to decide on the criteria for selecting the Partners and also on accepting the enrollment forms.

MULTIPLE ENROLLMENTS

It is not permissible to enroll in our Partner Program multiple times. Only one individual or company residing or doing business at one physical address is permitted to enroll in our Partner Program. Payments will be made only to individual or company which is enrolled as a partner or affiliate at this or any site represented, engineered, or hosted by Friends Worldwide, Inc. and not to any other person or company referred to by the Partner. Any Partner found attempting to circumvent our processes or attempting to engineer methods, with or without the participation of third-parties, which would enable the Partner to obtain a higher or different commission percentage, reward, or benefit, than that being offered by our Program, will be deleted, met with strict legal action, and this Agreement will be cancelled.

CONTACTING FRIENDS WORLDWIDE, INC.

Friends Worldwide, Inc. is located at the following address: 1521 Alton Road, Suite #672, Miami, Beach FL. 33139. Our e-mail address for Partner support is: Partners@WhiteBoxDating.com. We make every effort to answer Partner requests in a timely fashion and with accurate detail, yet, from time to time, information provided by our customer service representatives may be unintentionally inaccurate. You agree to release us from any liability arising from any such unintentional inaccurate information provided by our customer service representatives via emails while answering the Partner requests. Any correspondence from the Partner to any staff member at Friends Worldwide, Inc., which is considered rude, defamatory, vulgar, or unprofessional, may be grounds for cancellation of this Agreement. To ensure Partner privacy, only e-mail correspondence received from the e-mail address, which you provide during your Partner enrollment, will be answered with any information relating to your Partner records, unless you have provided a written communication regarding change in your email address. Upon receipt of the written communication, the new email address will be taken on record and we will send all correspondence to the new email address.

PRIVACY POLICY

We respect the privacy of our visitors, subscribers, customers, and Partners. Friends Worldwide, Inc. does not share, sell, or distribute any identifiable Partner information to any companies,

individuals, or entities outside of our corporate facilities, unless this information is used to verify and complete an optional purchase on our site. Likewise, Friends Worldwide, Inc. does not share, sell, or distribute any identifiable member information to its Partners, unless used to verify and complete an optional purchase on our site. We will not disclose the identifiable Partner information to anybody unless it a legal obligation on our part to disclose such information in response to a notice received from any court of law or any regulatory authority.

By accepting this Agreement you hereby grant us the right to send you e-mail messages for the purpose of informing you of changes to the Program, features concerning the Partner Program's functionality, or for any other Program related purposes. Your continued participation in the Program will constitute your acceptance of any such e-mail messages. Failure to provide Friends Worldwide, Inc. with an updated and valid e-mail address at any time during the Program, may result in your termination from the Program.

As part of the Program you will create a password which will be necessary to access reporting, site setup features, and to change your contact information. It is your sole responsibility to securely maintain this password so that unauthorized individuals / entities will not gain access to, or change, your personal information. Friends Worldwide, Inc. shall not be held responsible for, and shall not be liable for any loss of information or incorrect sending of payments due to your failure to securely maintain the password.

SPAM POLICY

Spam, for the purposes of this Agreement, shall be defined as unsolicited commercial e-mail messages sent to third parties with whom you have no existing relationship or permission to send e-mail messages for the purpose of promoting or generating business or traffic or promoting any idea including the same being distributed via bulk e-mail. This includes posting in newsgroups, forums, chat rooms, etc., where they do not specifically allow commercial posts.

We have a zero tolerance for spam. If you are not sure if something constitutes spam, do not do it. Any Partner caught using spam to promote their Web site hosted or operated by Friends Worldwide, Inc., or participation therein, may be terminated for cause. We will not use spam in the promotion of our business.

PREDATORY ADVERTISING

Predatory advertising is defined as any method invented to generate traffic from a web site without that web site owner's expressed permission. Friends Worldwide, Inc. has not used, is not using and will NEVER use any such advertising method. In addition, Partners are forbidden to use such methods. Any use whatsoever will result in your partnership being terminated for cause.

PROPER USE OF SITE, GOODS, AND SERVICES

You agree to use your Friends Worldwide, Inc. Partner site for the purposes stated in this Agreement in the manner detailed in Friends Worldwide, Inc. website, www.WhiteBoxDating.com.

You shall not use your Friends Worldwide, Inc. site for the purpose of commissioning your own membership site and no premium membership benefits or goods shall be included in this Partner Program.

You shall not use your Friends Worldwide, Inc. site for the purpose of selling, distributing, or conveying goods or services not directly inventoried, distributed by, sold, or directly offered by Friends Worldwide, Inc. without Friends Worldwide, Inc.'s express written approval. You shall not use Friends Worldwide, Inc. as a source for stocking your own inventory of goods or services for any point of sale not created by Friends Worldwide, Inc. and for the purpose of selling directly to the end-consumer.

SITE DESIGN AND FUNCTIONALITY

Friends Worldwide, Inc. is solely responsible for any and all content contained within its Web pages, including the Friends Worldwide, Inc. Partner Pages. You do not have the authority or the right to alter or copy any portion of the Friends Worldwide, Inc. site or the Friends Worldwide, Inc. Partner Pages, for commercial, personal, or any other purpose. You may suggest to Friends Worldwide professionally written text copy for the purpose of addition to the home page of a Partner Page site. In order for the suggested content to be applied to a Partner Page, it must be first formally submitted to Friends Worldwide, Inc. Addition of suggested content to the page,

will be under the sole discretion of the Friends Worldwide, Inc. staff. You do not have the right to embed, control, or electronically post to any content or pages on the Friends Worldwide, Inc. site or Friends Worldwide, Inc. Partner Pages.

The Friends Worldwide, Inc. Partner Pages are programmed and developed exclusively by Friends Worldwide, Inc., its agents, vendors, and staff. This Agreement does not entitle you to alter the site's program code, content, or technology platform, other than content and images uploaded via functionality created for specific purposes (i.e.; site logos, etc.) with the permission of Friends Worldwide, Inc.

SALES, COMMISSIONS, AND PERCENTAGES

Partner site must generate revenue at least once in every ninety (90) day period, otherwise may be subject to removal from the Program at the sole discretion of Friends Worldwide, Inc. Referred members are defined as members who first became a member by registering at a Friends Worldwide, Inc. Partner site setup by you. Due to the nature and vastness of the Friends Worldwide, Inc. network of sites, members purchasing any goods or services, regardless of the Friends Worldwide, Inc. site they are currently using, will produce applicable sales commissions for the Partner who created the Friends Worldwide, Inc. site at which the member registered, as long as the member does not transfer their membership, by their request and option, to a site created by any other partner.

You will earn commissions on the gross receipts as a referral fee on all new and renewal premium membership products, for the life of the member, as long as this Agreement is in force. The commission amount is based on the prior thirty (30) days of Premium Member sales on all sites associated with your partnership, according to the following scale:

Gross Revenue (USD per month)	Commission % (Initial and Recurring)
0 - 999	50
1,000 – 1,999	52
2,000 – 7,999	54
8,000 – 12,999	56
13,000+	58

In addition, products, other than premium memberships, may earn a sales commission at a percentage of the product pricing and set solely by Friends Worldwide, Inc., individually for each product. Not all products sold via a Partner site, other than premium memberships, will earn the same sales commission percentage, if any. While the Partner may set the sales price for individual products, other than premium memberships, and if allowed by Friends Worldwide, Inc., maximum and minimum allowed product pricing will be set solely by Friends Worldwide, Inc. All commissions payable on sales including the rate or percentage of commissions are subject to commissions payable to existing Partners for referring new Partners.

COMMISSIONS ON REFERRING PARTNERS

We allow existing Partners to refer others to join as Partners to the Program and we provide commissions on making such references. If any existing Partner (referring partner) refers another to join as a Partner to the Program (referred partner), then the referring partner will be entitled to 10% of the referred partner's commissionable earnings until the referred partner remains a Partner in the Program. This Partner Agreement shall apply to the referred partners and the referred partners shall agree to abide by the terms of this Agreement upon becoming a Partner.

Friends Worldwide, Inc. shall have the sole right to decide on accepting the partner references made by the referring partner. Further, Friends Worldwide Inc. reserves a right to change the rate or percentage of commission payable to existing Partners for referring new partners at any time at our sole discretion. Partner must use the designated referral link issued by Friends Worldwide

in order to receive credit for said referrals.

REFUNDS, CHARGEBACKS, AND FRAUDULENT SALES

If payments received for any goods or services sold are later refunded to the customer, charged back by the customer, or a customer's check is returned for any reason, or if a payment is found or suspected to be fraudulent, any commissions paid to any Partner concerning the sale will be deducted from the partner's due commissions and may be deducted from the Partner's next payment. Friends Worldwide, Inc. reserves the right to terminate any Partner whose site(s) generates an unacceptable number of refunds, chargebacks, returned checks, or fraudulent sales, at its discretion.

PARTNER COMMISSION PAYMENTS

Friends Worldwide, Inc. will send you Pay Pal payment to the PayPal email address you have provided on your Partner Enrollment page, or before, the last business day of each month for commissions earned in the prior month. THERE IS A \$100 MINIMUM PAYMENT REQUIREMENT, so you will receive payment via PayPal in which you have earned at least \$100 in commissions the prior month. Any refunds, returns, etc. occurring after the payment will most likely be deducted from the amount of any commission owed following such adjustment. In the event you do not have referral fees sufficient to cover said adjustments you agree to refund to us any overages within thirty (30) days of our written request to do so.

All commissions will be paid in U.S. dollars. There is no fee for the issuance of PayPal payments.

TIME LIMITATION FOR COMMISSION PAYMENTS

If any Pay Pal commission payments are issued to a non-valid PayPal email address in which the payment fails and cannot be made successfully, then the Partner will be asked to update their PayPal email address. If within three (3) months from the attempted payment for that commission period a valid PayPal email is not present on the Partner enrollment page, the funds will be reclaimed, and the payable commissions respective to the payment will no longer be payable to the Partner.

PRODUCT PRICING

The product pricing for any goods or services sold under this Program and by Friends Worldwide, Inc. will solely be determined by Friends Worldwide, Inc. according to its own pricing policies. Prices may vary from time to time, with or without notice to anyone, as determined by Friends Worldwide, Inc.'s sole discretion.

Partners may have the ability to set pricing for some products, as allowed by Friends Worldwide, Inc. However, Friends Worldwide, Inc. may set maximum and minimum product pricing constraints, in order to protect profitability, manufacturer limitations, and the original cost of goods sold.

Friends Worldwide, Inc. may, from time to time, block the Partner from adjusting product pricing on some or all items, at its sole discretion, usually in cases where Friends Worldwide, Inc. may feel the adjustments are too frequent and/or consumer confusion may apply.

PARTNER OFFERINGS TO MEMBERS

At no time shall the Partner offer or advertise, to the public, any member, or other affiliation, discounted, free, adjusted product pricing, or any so called "bonuses, incentives, or points" in conjunction with any product or service sold by or via Friends Worldwide, Inc., unless the Partner has been given permission in writing by us to adjust pricing on the specifically advertised product or service and the product or service pricing is set and advertised within the maximum and minimum pricing constraints set solely by Friends Worldwide, Inc.

Friends Worldwide, Inc. reserves its right from time-to-time to distribute free or discounted products or services to anyone of its choice for any reason it deems necessary in the normal course of business.

SALES PAYMENT PROCESSING

Friends Worldwide, Inc. will be solely responsible for processing every order placed for goods or services by anyone on the Friends Worldwide, Inc. site or Friends Worldwide, Inc. Partner Pages. All orders will be accepted via the Friends Worldwide, Inc. online ordering process.

Payment and refund processing, and related customer services are the responsibility of Friends Worldwide, Inc. and an attempt by the Partner to perform these tasks must not occur.

Friends Worldwide, Inc. reserves the right to reject any membership, order, partner reference or payment which does not comply with our rules, operating procedures, policies, or the rules and policies of our preferred banking institutions.

TRACKING AND REPORTING

Friends Worldwide, Inc. will be solely responsible for tracking all memberships, partnerships, and sales. Reports concerning new membership, referred partners and sales activity will be provided to the Partner.

To protect Friends Worldwide, Inc. user privacy, the names or other personal information about members, partners, and customers will not be provided to the Partner but shall be retained exclusively by Friends Worldwide, Inc. In addition, all personal information about members, partners, and customers collected by Friends Worldwide, Inc. and the Friends Worldwide, Inc. Partner Pages shall be owned solely and exclusively by Friends Worldwide, Inc.

MEMBER TRANSFERS TO OTHER PARTNER SITES

Any member has the option, upon their request and at Friends Worldwide, Inc.'s sole discretion, to 'transfer' their membership to any other Partner site within the Friends Worldwide, Inc. network. Any future and applicable referral fees or commissions, produced as a result of the transferring member's purchases, will then be credited to the Partner whose Friends Worldwide, Inc. site the member transferred to.

CONTACTING MEMBERS AND OTHER AFFILIATES OR PARTNERS

At no time shall any Partner make direct contact with any Friends Worldwide, Inc. members, affiliates or partners for the purpose of selling, making claims of, or distributing any goods, services, or beliefs, which are commercial, non-profit, religious, or otherwise oriented, including e-mail or contact for the purpose of increasing partner revenue or any other type of revenue, directly from this site or by any other means. At no time will any Partner contact Friends

Worldwide, Inc. members for distribution of information which is religious, pornographic, violent in nature, or discriminatory of race, sexual orientation, age, or gender. All contact to any Friends Worldwide, Inc. member, from a Partner, must be of a sincere nature to become personally acquainted with the member and must be performed via the Partner's own membership profile, adhering to the same rules and agreements created for the protection and privacy of all other members. Violation of this portion of this Agreement will result in immediate legal remedies for fraud and ill intent, as provided by law, in addition to the immediate termination of your partnership.

If, for any reason, you are contacted directly by a member of any Friends Worldwide, Inc. site or your Friends Worldwide, Inc. Partner Pages, you must immediately request the member contact Friends Worldwide, Inc. via our site or your Friends Worldwide, Inc. Partner Pages, without providing the member any support, advice, suggestions, or commentary.

COPYRIGHT AND LICENSED MATERIAL

Partners are solely responsible for ensuring that any and all materials provided by you, via upload or any other means, including your logo, name, or any other materials or images, do not infringe upon the rights, including the proprietary and intellectual property rights, of any third parties. Friends Worldwide, Inc. will not be responsible if you use another party's copyrighted material in violation of the law.

Use of ANY Friends Worldwide, Inc. copyrighted or trademarked material, including our site's images, intellectual property rights, licensed use properties, or name, without written permission is strictly forbidden. Duplication of our site's program code, images, content, or any other properties will be considered theft of intellectual property rights and legal action will be pursued.

You hereby grant Friends Worldwide, Inc. a non-exclusive license to utilize your names, titles, logos, or any other provided content or intellectual property you supply, for the purpose of advertising, marketing, promoting, and/or publicizing on your site or to the members whose home site is within your partnership. Any other use outside of the site or its members will require written permission.

OWNERSHIP OF DATA

All data tracked, collected, stored, and processed by Friends Worldwide, Inc. and the Friends Worldwide, Inc. Partner Pages including www.WhiteBoxDating.com immediately becomes and will remain the property of Friends Worldwide, Inc. and its use will be at the sole discretion of Friends Worldwide, Inc.

FRIENDS WORLDWIDE, INC. BRANDING

An image will be displayed on the Friends Worldwide, Inc. Partner Pages that identifies the site as being powered by Friends Worldwide, Inc. Friends Worldwide, Inc. reserves all rights concerning its trademark. This image and the phrase "Powered by White Box Dating" will be prominently displayed on various Friends Worldwide, Inc. Partner Pages.

You are not permitted to use the "Powered by Friends Worldwide, Inc." phrase or logo on any other site or media, nor suggest, claim or imply that any other site, not created, produced, or served by Friends Worldwide, Inc., is owned, created, served, or powered by Friends Worldwide, Inc.

RIGHT OF REPRESENTATION

The Partner gives Friends Worldwide, Inc. the right to represent the Partner when communicating to any members which have registered via the Partner's host site. Friends Worldwide, Inc. obtains the right to use the Partner's brand name, logo, images or any other reference to the Partner's branding or identity for the sole purpose of representing the site through member communications. An instance of this representation would be sending electronic mail from the Friends Worldwide, Inc. servers with the Partner's host site name as the sender, in order to not confuse the member of the site where he or she once registered.

PERSONAL USE

The Friends Worldwide, Inc. Partner Program is intended for commercial use, for paying commissions for products sold to third parties who join Friends Worldwide, Inc. through your Friends Worldwide, Inc. Partner Pages and for paying commissions for referring partners to the

Program. Enrollment into our program for purposes other than payment of commissions and commercial use are subject to deletion and legal remedies may be sought. You may not use your partnership to earn a commission for any products sold to you via your own Friends Worldwide, Inc. Partner Pages, and obtaining a partnership does not entitle you to any product purchase or discount privileges beyond what any other member receives.

SERVICE INTERRUPTION

Friends Worldwide, Inc. will make every effort to keep its Website operational and available to the public 24 hours each day, 7 days each week. However, certain technical difficulties may, from time to time, result in temporary service interruptions. The Partner agrees not to hold Friends Worldwide, Inc. liable for any of the consequences of such interruptions.

AGREEMENT MODIFICATION

We reserve the right to change any of the terms and conditions of this Agreement, at any time and at our sole discretion, in order to adjust to changing business conditions. Any changes will be posted here, on this Website.

Friends Worldwide, Inc. will inform you regarding any change or modification to this Agreement fourteen (14) days in advance of the effective date, with or without details of substantive changes, to the e-mail address we have on record for you. It is your responsibility to keep your contact information up-to-date and accurate.

Should you not agree with any changes, your only option will be to terminate your participation in the Program and remove all links to our site. Your continued participation in the Program, after the fourteen (14) days notice, shall constitute your binding acceptance of the change(s).

TERM AND TERMINATION

The term of this Agreement will begin upon our acceptance of your enrollment and will end when terminated by either party. You may terminate this Agreement at any time, with or without cause, by giving us written notice of termination. Friends Worldwide, Inc. may terminate this Agreement, or stop supporting a specific site, at any time, at our discretion, with or without

cause. If this Agreement is to be terminated for cause, there will be a three (3) business day cure period to rectify the violation as long as your site(s) resolve to our domain name servers. Sites no longer resolving to Friends Worldwide, Inc.'s domain name servers will be removed immediately.

If terminated for cause, either party may be subject to potential legal action for damages, costs, attorneys' fees, etc.

Once this agreement is terminated for any reason, you will no longer be eligible to earn commissions from our Program past the termination date. Any commission still owed to you will be payable as per the Agreement in force at that time.

Upon termination of this Agreement, with or without cause, and if commission payments are due to you, we may withhold your final payment for up to sixty (60) days to ensure that the correct amount is paid.

When a Partner Agreement is terminated your access to our Program will be terminated, all sites under your control deactivated, and all members who have registered via your Friends Worldwide, Inc. Partner Pages will be notified of a different Website domain name or address at which they may regain access to Friends Worldwide, Inc. and its products or services. The partners referred by you to the Program will also be notified of your termination; but the referred partners will continue to remain Partners to the Program and will continue to abide by the terms of this Agreement. If you have been referred by another Partner to the Program, then the referring partner will be informed of your termination. Terminating this Agreement does not allow you to claim, possess, encumber, control, or acquire any data collected by Friends Worldwide, Inc. and no future commissions, derived from any revenues produced via any members or referred partners, will be paid to you.

WARRANTY DISCLAIMER

Friends Worldwide, Inc. makes no warranties, representations or conditions with regard to the Program except as expressly set forth in this Agreement. Any and all express or implied conditions, representations and warranties including without limitation, any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty

arising out of course of performance, course of dealing or usage or trade practice are hereby excluded to the extent allowed by applicable law.

LIMITATION OF DAMAGES

Friends Worldwide, Inc. shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or the Program, even if Friends Worldwide, Inc. has been advised of the possibility of such damages. Further, Friends Worldwide, Inc.'s aggregate liability arising under or with respect to this Agreement or the Program shall in no event exceed the total commissions paid or payable by Friends Worldwide, Inc. to Partner under this Agreement.

REPRESENTATIONS AND WARRANTIES

The Partner represents and warrants that it has the necessary and full rights, power, authority and capabilities to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; and that the execution of and performance of its obligations under this Agreement will not violate the rights of any third party, nor any applicable federal, state and local law or regulation.

INDEMNIFICATION

The Partner shall defend, indemnify and hold harmless Friends Worldwide, Inc., its parent, subsidiary and affiliated companies and its and their directors, officers, employees, affiliates and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorney's fees, to the extent that (i) it is based upon a breach of Partner's representations, warranties or obligations hereunder; (ii) it arises out of the negligence or willful misconduct of Partner; or (iii) it is based upon Partner's violation of any applicable federal, state or local law or regulation in providing products or services hereunder.

INDEPENDENT CONTRACTORS

Partner and Friends Worldwide, Inc. are independent contractors and nothing in this Agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Partner shall not assign this

Agreement, by operation of law or otherwise, without the prior written consent of Friends Worldwide, Inc. Subject to the foregoing restriction, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

You will have no authority to make or accept any offers or representations on Friends Worldwide, Inc.'s behalf and you will not make any statement, written, verbal, or otherwise, via any type of media, to the contrary.

PARTNER TAX RESPONSIBILITIES - U.S. CITIZENS

You are solely responsible for any taxes due as a result of any commissions earned by you hereunder. This includes federal, state and local income taxes, self-employment taxes, unemployment insurance, state disability, social security, or any other payments owed to government entities.

In order for us to file the correct tax forms you will give your accurate and complete tax ID or social security number as part of your enrollment.

If you fail to comply with federal, state, or local tax laws, or refrain from paying taxes, in a timely manner, set forth by federal, state, or local tax rules and laws, either due present or past, your partnership will be terminated immediately, any owed commissions will be first paid in respect of the demands by authorized government tax agencies, without requiring any due process or notification of any sort.

CIVIL OR CRIMINAL ENCUMBRANCES UPON PARTNER

The Partner agrees that, if any legal encumbrances, levies, garnishments, or liens, civil or criminal, are placed upon the Partner and/or the Partner's income, which would constitute ANY Friends Worldwide, Inc. involvement or administrative processes, this Partner Agreement will become terminated. In such instance of termination, we will pay the pending commissions of the Partner to the government or judicial authority in respect of their demands pursuant to legal encumbrance. However, amounts that have to be paid in respect of the legal encumbrance in addition to the commission amount will be paid by the Partner concerned.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Miami, Florida and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Friends Worldwide, Inc. may seek any interim or preliminary relief from a court of competent jurisdiction in Miami, Florida necessary to protect the rights or property of you or Friends Worldwide, Inc. pending the completion of arbitration.

APPLICABLE AND GOVERNING LAW

This Agreement shall be governed by the laws of the United States and the State of Florida without reference to its choice of law principles.

INDEPENDENT INVESTIGATION

You acknowledge that you have read this entire agreement and that you agree to all of its terms and conditions. You understand that we may at any time, directly or indirectly, engage in similar arrangements with other parties that are on terms that may differ from those contained herein, or we or other parties may operate Websites that are similar to or compete with your Friends Worldwide, Inc. Partner Pages or any other sites under your control. You have independently evaluated the desirability of participating in our Program and are not relying on any representation, statement or promise other than as set forth in this Agreement. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE ABOVE, DO NOT ENROLL IN OUR PROGRAM. IF YOU AGREE TO ALL OF THE ABOVE, WELCOME TO FRIENDS WORLDWIDE, INC. PLEASE COMPLETE YOUR ENROLLMENT SO THAT YOU CAN JOIN OUR TEAM AND START MAKING MONEY.

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