

## **AFFILIATE AGREEMENT**

This affiliate Agreement ("Agreement"), dated as of \_\_, 2009 is made by and between Thewebuilders BVBA ("Thewebuilders"), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of Belgium, having its corporate seat in BEERSE, Belgium and its registered address at Gierleseweg, 14 B-2340 Beerse, Belgium and \_\_\_\_\_ ("AGENT"), a company organised under the laws of \_\_\_\_\_, with offices at \_\_\_\_\_ and AGENT are also hereinafter referred to as the "Party" or the "Parties".

### **WITNESSETH:**

**WHEREAS**, Thewebuilders provides on-line build and manage tools for building web sites as in the services described in their portal site [www.webriq.com](http://www.webriq.com) and other services described hereinafter, and changed from time to time (the "Services"). The services are branded weBRIq and weBRIq+.

**WHEREAS**, Thewebuilders desires to expand access to and availability of such services by appointing authorized AGENTS; and

**WHEREAS**, AGENT desires to be appointed as an authorized AGENT to promote and market the services of Thewebuilders as such services may be amended from time to time (the "Services").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged, and intending to be legally bound, Thewebuilders and AGENT hereby agree as follows:

#### 1. TERM OF AGREEMENT

The term of this Agreement shall commence on the day and year first above written, and shall remain into force until 31.12.2010, provided that neither Party is in default hereunder, unless sooner terminated by either Party pursuant to the terms of this Agreement. Parties can each terminate this Agreement by giving notice with observance of at least one calendar month.

#### 2. APPOINTMENT OF AGENT

(a) Thewebuilders hereby appoints AGENT to non-exclusively promote and market the Services for Thewebuilders in the "Territory" or within its community of customers or users, and AGENT hereby accepts such appointment as an authorized AGENT of Thewebuilders, on the terms and conditions set forth herein.

(b) The webuilders is granting the "Agent" for the duration of this agreement a revocable, non-exclusive, worldwide, royalty-free license to display a LINK to the portal site of Thewebuilders for the sole purpose of enabling referrals to our website from the Agents website or from any commercial site owned by Agent.

(c) The Parties expressly disclaim the making of, and each acknowledges that it has not received or relied upon, any guarantee, express or implied, as to the amount of sales, commissions or other revenue that AGENT may earn as a result of the relationship established by this Agreement. AGENT acknowledges that it has relied on no representations relating to its relationship with Thewebuilders by an officer, employee or agent of Thewebuilders that are contrary to the terms of this Agreement.

(d) Thewebuilders shall have the right to offer the Services directly or indirectly and may appoint other agents, representatives and service providers to offer the Services in the Territory or within the target customer group or users of the Agent.

(e) AGENT is not authorized to use any other agent, representative or affiliate ("Subcontractors") in connection with AGENT's obligations under this Agreement without the prior written consent of Thewebuilders. In the event that Thewebuilders grants such prior written consent, AGENT agrees that any Subcontractors shall be subject to all applicable provisions of this Agreement, and AGENT shall be responsible for the acts or omissions of any Subcontractors relative to the Services and shall ensure that any Subcontractors actions are in compliance with the terms and conditions of this Agreement.

(f) AGENT hereby represents and warrants that it has all necessary permits, exemptions and other permissions pertaining to public- and private law, necessary to act on behalf of Thewebuilders and/or perform its obligations under this Agreement. AGENT has no reason to assume that the relevant authorities will change conditions of and/or its policies with respect to such permits, etc. AGENT has not received any warning from the competent authorities in respect of observance of the laws and permits, mentioned above.

### 3. AGENT'S PERSONNEL NOT Thewebuilders EMPLOYEES

The Parties agree that any personnel employed by AGENT to perform under this Agreement are not Thewebuilders employees and AGENT assumes full responsibility for their acts. Such personnel employed by AGENT are not entitled to the provisions of any of Thewebuilders's employee benefits programs. AGENT shall have sole responsibility for the payment, supervision, daily direction and control of its personnel. Thewebuilders shall have no obligation with respect to such personnel, including, without limitation, workers' compensation, disability benefits, unemployment insurance and withholding income taxes and social security for said personnel.

### 4. DUTIES AND RESPONSIBILITIES OF AGENT

(a) The Parties agree that AGENT will limit its promotion and marketing activities of the Services to the Territory or the target customer or users group, unless AGENT receives prior written approval from Thewebuilders.

(b) AGENT further agrees to use its best efforts to obtain new customers.

(c) Subject to the provisions of Section 8, AGENT shall at all times identify itself as an agent of Thewebuilders with respect to the Services only and shall not represent itself as representing Thewebuilders or any affiliate thereof in any other capacity unless otherwise specifically authorized in writing by Thewebuilders.

(d) AGENT acknowledges and agrees that Thewebuilders reserves the right, by written notice to AGENT, to establish rules, procedures and performance criteria under this Agreement and agrees to comply with such rules, procedures and performance criteria as may be established and provided to AGENT in writing. If AGENT, its employees or representatives do not adhere to such rules, procedures and performance criteria, Thewebuilders shall have the right to terminate this Agreement in accordance with Section 13 sub (a) hereof without liability to Thewebuilders, and/or to charge back against AGENT's account any and all commissions paid to AGENT for those sales orders for which such rules, procedures and performance criteria were not accurately and properly followed. Thewebuilders shall have the sole and absolute right to reject a sales order from Customer referred by the Agent if such order does not comply with Thewebuilders's then-current policies and procedures, including, without limitation, Thewebuilders's pricing policies and discounts, if any, Thewebuilders's approved terms and conditions for its end-user agreements, and any other Thewebuilders requirements under the terms of this Agreement.

### 5. COMMISSIONS AND EXPENSES

(a) Thewebuilders shall pay AGENT the commission and/or amounts set forth in Exhibit C attached hereto within the time frames and in the manner set forth on Exhibit C in accordance with the terms and conditions of this Agreement and this for all Qualifying services purchased by a Customer on a customers account and this for a maximum period of 12 months, or for the entire length of the contract if the duration of the Contract is less then 12 months. Thewebuilders shall not make any payments to AGENT until Thewebuilders has received a complete payment for its order (in accordance with Exhibit B) of the referenced customer to Thewebuilders.

(b) Thewebuilders shall provide AGENT within twenty (20) days after the end of each month with a written statement of the commission due for that month, stating the AGENT's referenced customers (including payments attributable to such customers). Within five (5) days of receipt of this written statement AGENT shall submit to Thewebuilders an invoice for its commissions, notifying Thewebuilders in advance if the invoice differs from the statement provided by Thewebuilders. If no written statement is received Subject to the terms herein, payments shall be made to AGENT within sixty (60) days after the end of each calendar month. Thewebuilders shall send all such commission payments by IBAN transfer to account number \_\_\_\_\_ and BIC Code \_\_\_\_\_. All payments will be made in Euros, USA Dollars or UK Pounds.

(c) Thewebuilders shall be responsible for performing all billing and collection of Services and shall determine and establish billing and collection policies, including but not limited to policies for granting customer credits or writing off amounts owed for Services.

(d) Each party shall perform its duties for its own account and risk. AGENT shall bear all expenses incurred in connection with its activities and obligations under this Agreement, which shall be deemed to be covered by the commission provided for in this Agreement, unless the Parties otherwise agree in advance in writing. Thewebuilders reserves the right to set off any amounts owed to it from any commission payments or other amounts owed to AGENT. AGENT acknowledges and agrees that commission payments will be made under this Agreement in consideration of AGENT's continuing performance of responsibilities during the term of this Agreement, and that in no event will AGENT be entitled to commission payments under this Agreement after the termination hereof, whether for default of a party or otherwise, unless otherwise agreed in writing by the Parties.

## 6. AGENT'S CONDUCT

- (a) AGENT shall comply, at its own expense, with the provisions of all applicable local, municipal, national and European laws, rules and regulations applicable to AGENT required for the performance of its obligations under this Agreement, including as an employer of labor or otherwise, and shall conduct its business in full compliance therewith.
- (b) AGENT shall adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with Thewebuilders and customers, and in all other business dealings related to this Agreement.
- (c) AGENT shall use only Thewebuilders approved advertising or marketing materials in connection with the promotion of the Services.
- (d) AGENT shall notify Thewebuilders in writing within five (5) days of the commencement of any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, arbitral tribunal, affiliate or other governmental instrumentality, involving AGENT, or any business conducted by or product claims against AGENT.

## 7. RELATIONSHIP OF Thewebuilders AND AGENT

- (a) Nothing herein shall create or constitute a joint venture, partnership, employment relationship or franchise between Thewebuilders and AGENT. In all dealings with customers, public officials and others, AGENT shall at all times present itself as an independent business and shall place such notices of the independent ownership of its business on such advertising and other materials. AGENT shall not employ Thewebuilders's or any of Thewebuilders's Affiliates' names or any trademarks in signing any contract, lease, mortgage, purchase agreement, negotiable instrument or other legal obligation. AGENT shall not make any express or implied agreements or any warranties, guarantees or representations, or incur any debt, in the name of or on behalf of Thewebuilders.
- (b) Thewebuilders shall do all that is necessary on his part under the given circumstances to enable AGENT to perform his work.
- (c) Thewebuilders shall put at the disposal of AGENT the necessary documentation regarding the Services, and give AGENT all information necessary for the performance of the Agreement. Thewebuilders shall not be liable for any loss or damage suffered as a result of an error or omission in the preparation or distribution of any documentation, regardless of whether such errors or omissions were caused by Thewebuilders's negligence.

## 8. CHANGE OF CONTROL

Thewebuilders shall have the right to terminate this Agreement upon the occurrence of any Change of Control Event (as defined below). AGENT shall provide Thewebuilders with sixty (60) days' written notice prior to the consummation of any Change in Control Event. Such notice shall set forth in reasonable detail the terms and conditions of such Change in Control Event, and the identities of the parties involved. A "Change of Control Event" means any transaction, event or action pursuant to which any person directly or indirectly acquires beneficial ownership of fifty percent (50%) or more of the capital stock of, or otherwise acquires control of, AGENT.

## 9. LIMITATION OF LIABILITY

- (a) Thewebuilders makes no representations or warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or any other statutory or common-law warranty in connection with this Agreement or the Services or any other services sold by Thewebuilders.
- (b) Notwithstanding any provision in the Agreement, Thewebuilders shall not be liable, and expressly disclaims any liability to AGENT, its referrals, agents, assigns or any other person or entity, for: (i) Thewebuilders's non-fulfilment or breach of its obligations under the Agreement due to force majeure; (ii) a negligent or intentional act or omission on the part of Thewebuilders's employees, third parties engaged by Thewebuilders, or persons recommended by Thewebuilders, including as a result of any instructions given by those persons as to the application or use of the Products delivered by Thewebuilders, with the exception of an intentional act (*opzet*) or gross negligence (*grove schuld*) on the part of Thewebuilders's managing directors; (iii) the unsuitability of the Services for any particular purpose or damage caused by unusual, injudicious or improper use of the Services; (iv) loss or damage resulting from non-compliance with safety instructions, or any other instructions for the use, application, etc. of the Services; (v) any damages, claims, liabilities, expenses, or losses arising out of, relating to, or in any way associated with this Agreement, the Services, equipment, operations, or facilities that are involved in the performance of this Agreement, regardless of the degree of fault or failure -with the exception of an intentional act (*opzet*) or gross negligence (*grove schuld*) on the part of Thewebuilders's managing directors-, including but not limited to any direct, indirect, special, punitive, incidental or consequential damages, losses or expenses arising out of or under this Agreement, such as damage to property, loss of revenue, lost profits,

loss or damage to third parties, regardless of the foreseeability of such damages, losses or expenses; and (vi) infringement of any intellectual property rights belonging to a third party in connection with the Services.

(c) Notwithstanding the provisions of Section 9.b of this Agreement, any liability on the part of Thewebuilders under the Agreement shall be limited to the commission paid to The Agent and this for a period not exceeding 12 months. If the Services were not rendered by Thewebuilders, Thewebuilders's liability shall not, in any event exceed the liability of Thewebuilders's supplier towards Thewebuilders.

#### 10. USE OF MARKS BY AGENT

(a) AGENT is not authorized to use any trade or service marks of Thewebuilders without Thewebuilders's prior written consent and subject to the provisions set forth in Exhibit F attached hereto in the event such prior written consent is given.

(b) In the event that AGENT breaches any of his obligations contained in the previous provision of this Section 11, AGENT shall immediately without any action or formality being required to be taken or fulfilled forfeit for the benefit of Thewebuilders an immediately payable penalty of EUR 50 for each such infringement and of EUR 5 for each day such infringement will continue, without any damages or losses being required to be proven. The aforesaid penalties shall not be capable of being mitigated. Such remedy shall not be deemed to be the exclusive remedy for a breach but shall be in addition to all other remedies available to Thewebuilders and is without prejudice to the right of Thewebuilders to recover from AGENT all direct, indirect and consequential damages if and insofar these damages exceed the penalty amount.

#### 11. CONFIDENTIAL INFORMATION

(a) Thewebuilders and AGENT hereby agree that it may be necessary to the performance of this Agreement for a party (the "Disclosing Party") to disclose to the other party (the "Receiving Party") certain information that each party deems to be confidential and proprietary. The Receiving Party shall maintain the security and confidentiality of all data and documentation that is considered proprietary to the Disclosing Party.

(b) For purposes hereof "Confidential Information" shall include all business and technical information or data relating to the Disclosing Party that is reduced to writing and marked "Confidential" by the Disclosing Party. Notwithstanding anything contained herein to the contrary, Confidential Information shall not include the following: (i) information developed independently by the Receiving Party or lawfully received from a third party not under an obligation of confidentiality; or (ii) information within the public domain; or (iii) information previously known by Receiving Party prior to the execution of this Agreement; or (iv) information rightfully received by Receiving Party after the execution of this Agreement from a third party who learned of it or developed it independently from the Disclosing Party without any restriction on disclosure thereof; or (v) information disclosed pursuant to law, judicial order or governmental regulation; provided that the Disclosing Party shall have been given the opportunity to seek a protective order or other action to prevent or limit such disclosure.

(c) The Receiving Party shall not use or communicate, directly or indirectly, any of the Confidential Information to any third party without the prior written consent of the Disclosing Party. Access to and use of Confidential Information shall be restricted to those employees and persons within the Receiving Party's organization with a need to use the information to perform under or otherwise fulfill the purpose of this Agreement. The Receiving Party shall assure that anyone who has access to Confidential Information is subject to a nondisclosure or confidentiality agreement no less stringent than that set forth in this Section 11. The Receiving Party shall use the same degree of care in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own Confidential Information.

(d) AGENT agrees that, during or after the term of this Agreement, it will not reveal, divulge, make known, sell, exchange, give away, or transfer all or any part of lists of Thewebuilders customers or potential customers, including, without limitation, any customer data bases. AGENT agrees that lists or identities of Thewebuilders customers shall be considered to be Confidential Information and subject to this Section 11.

(e) The Receiving Party's obligation under this Section 11 shall continue for a period of one (1) year after the termination of this Agreement with respect to each item of Confidential Information disclosed hereunder.

(f) Parties acknowledge that each Party shall be entitled to specific performance and injunctive or other relief as a remedy for any such breach and the Receiving Party further agrees that to waive any requirement for the security or posting of any bond in connection with such remedy.

(g) Upon termination of this Agreement, all Confidential Information and all sales and related materials provided by one party to the other, whether confidential or not, shall be returned to the Disclosing Party.

(h) In the event that a Party breaches any of his obligations contained in the previous provisions of this Section 11, that Party shall immediately without any action or formality being required to be taken or fulfilled forfeit for the benefit of the other Party an immediately payable penalty of EUR 5000 for each such infringement and of EUR 500 for each day such infringement will

continue, without any damages or losses being required to be proven. The aforesaid penalties shall not be capable of being mitigated. Such remedy shall not be deemed to be the exclusive remedy for a breach but shall be in addition to all other remedies available to the relevant Party and is without prejudice to the right to recover all direct, indirect and consequential damages from the Party in breach.

#### 12. FOR CAUSE TERMINATION BY Thewebuilders

Upon the occurrence of any of the events specified below, Thewebuilders may give notice of termination with immediate effect to AGENT specifying the event, provided, however, that, if the event shall be any of the events specified below in clauses (a) or (b), Thewebuilders shall give AGENT first a notice of default specifying the default and granting AGENT one (1) month from the date of this notice to cure such default. In case AGENT fails to cure such default within the one (1) month period, Thewebuilders shall have the right to give notice of termination with immediate effect.

- (a) AGENT fails to perform or observe or is in breach of any term, condition or covenant or agreement contained in this Agreement, including any Exhibits attached hereto; or
- (b) Any representation or warranty made by AGENT in this Agreement shall have been or become incorrect or untrue in any material respect; or
- (c) Pursuant to any provision of this Agreement which provides for termination by Thewebuilders; or
- (d) AGENT, or if applicable any asset of AGENT, files for its bankruptcy or (provisional) moratorium, is declared bankrupt, is granted a moratorium, is put under administration, in trust or under guardianship by virtue of legal provisions, initiates actions to be liquidated or dissolved, AGENT enters into an agreement or compromise with, or assignment for the benefit of, all or a class of its creditors, or a receiver, liquidator, administrator, manager or other like official in respect of any of the foregoing is appointed;
- (e) An event or series of events occurs, which has or is likely to have a material adverse effect on the ability of the AGENT to perform its obligations under this Agreement; or
- (f) Force majeure, an act of god, war, terrorism, insurrection or riot or other causes beyond the control of AGENT causing the inability of AGENT to perform as required under this Agreement; or
- (g) An action by government licensing authorities bans or severely impairs the provision of the Services through AGENT as contemplated by this Agreement;

#### 13. COMMISSION AFTER TERMINATION

- (a) AGENT is entitled to commission for the referral of orders for contracts entered into after the Agreement has ended: (i) if these contracts are principally due to activities performed by AGENT during the course of the Agreement and if they have been entered within 30 days following the termination of the Agreement; or (ii) Thewebuilders has received the order solicited by AGENT before the termination of the Agreement.

#### 14. NON-COMPETE/NON-SOLICITATION

- (a) AGENT acknowledges and agrees that pursuant to the performance of its obligations under this Agreement it will gain access to confidential and proprietary information and strategies of Thewebuilders that, if divulged to Thewebuilders's competitors during the term of this Agreement or for a period of one (1) year following the termination or expiration of this Agreement, or if used by AGENT would cause material damages and losses to Thewebuilders.
- (b) During the term of this Agreement and for a period of one (1) year after termination of this Agreement or the last-surviving end-user agreement, whichever is longer (whether voluntary or involuntary, with or without cause), AGENT, including its officers, or employees, and successors, shall at no time request any Thewebuilders customer, to curtail or cancel, or otherwise to solicit, divert, or attempt to divert, any such customer from utilizing services from Thewebuilders.
- (c) In the event that a AGENT breaches any of his obligations contained in the previous provisions of this Section 14, AGENT shall immediately without any action or formality being required to be taken or fulfilled forfeit for the benefit of Thewebuilders an immediately payable penalty of EUR 50 for each such infringement and of EUR 5 for each day such infringement will continue, without any damages or losses being required to be proven. The aforesaid penalties shall not be capable of being mitigated. Such remedy shall not be deemed to be the exclusive remedy for a breach but shall be in addition to all other remedies available to Thewebuilders and is without prejudice to the right of Thewebuilders to recover from AGENT all direct, indirect and consequential damages if and insofar these damages exceed the penalty amount.

15. TAXES

AGENT shall pay all duties (including stamp, customs and import/export duties), taxes (including taxes assessed on all real and personal property hereunder), levies, tariffs and other charges of similar nature (including any fines for failure to pay any of these charges) ("Taxes") which are imposed by any present or future law of any governmental authority in connection with the performance by the AGENT of its obligations under this Agreement. Any misrepresentation or omission in any declaration to a government authority on the part of AGENT will be deemed a material breach of this Agreement granting Thewebuilders the right to terminate this Agreement pursuant to article 12 sub (c) of this Agreement.

16. INDEMNIFICATION

AGENT shall protect, defend, indemnify and hold Thewebuilders and its directors, officers, employees, contractors and Affiliates harmless from and against any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities) which may be sustained, suffered or incurred by Thewebuilders or its directors, officers, employees, contractors or Affiliates that arise out of any act or omission of AGENT or its representatives.

17. ASSIGNMENT

AGENT shall not assign any of its rights or obligations hereunder without the prior written consent of Thewebuilders, and any such assignment without such consent shall be null and void and without effect.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted under and governed by common law, without regard to its conflict of law principles. Any and all disputes arising out of or in connection with this Agreement and/or any further agreements between the parties arising out of or in connection with this Agreement shall be exclusively submitted to arbitration in accordance with the Rules of the Hague International Arbitration Court. Such arbitration shall be held in the Hague, The Netherlands in the English language by an arbitral tribunal consisting of one person and who shall render their decision in accordance with the rules of law and not as amiable compositeur.

19. NOTICES

All notices and other communications made hereunder shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt, if delivered in person or by telecopy, with confirmation; or (ii) one (1) day after deposit prepaid with a domestic overnight express service for domestic delivery; or (iii) three (3) days after deposit in the mail, certified, postage prepaid, return receipt requested, sent to the address set forth in the opening paragraph above, unless a Party changes such address with advance written notice to the other Party.

20. AMENDMENTS

All amendments or modifications to this Agreement must be in writing signed by the Parties hereto.

21. WAIVERS AND SEVERABILITY

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by that party, whether prior or subsequent. Any waiver under this Agreement must be in writing and, as to Thewebuilders, executed by an authorized officer of Thewebuilders. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the Parties agree to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

22. ENTIRE AGREEMENT

This Agreement, and the Exhibits attached hereto, supersede all prior oral or written understandings between the Parties and constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.

Any deviation to the current agreement shall be covered in a separate EXHIBIT E and will supersede the terms of the Agreement where this is applicable.

***IN WITNESS WHEREOF***, the Parties hereto have duly executed this Agreement on the day and year first above written.

Thewebuilders BVBA

AGENT:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title:

Title:

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS OF SERVICE**

Following documents to be attached here:

-B.1 General Terms and Conditions for Services ("T&C's"); - THESE TERMS AND CONDITIONS CAN BE FOUND ON OUR WEBSITE [WWW.WEBRIQ.COM](http://WWW.WEBRIQ.COM) UNDER TERMS AND CONDITIONS.

AS AN AFFILIATED YOU ARE BOUND TO RESPECT ALL THESE TERMS AND CONDITIONS IN RESPECT TO DEALINGS WITH YOUR CUSTOMERS AND USERS IN RESPECT TO THE WEBRIQ AND WEBRIQ+ SERVICES.

**EXHIBIT C**  
**COMMISSIONING/BONUS SCHEDULE - AGENT**

- (1) Subject to the terms and conditions of this Agreement, Thewebuilders agrees to pay the following commissions to AGENT in the following manner:
  - (i) COMMISSIONING as described in table 1 below for any Services purchased by a customer brought to Thewebuilders from initial contact to final contract/payment by AGENT;
  - (ii) BONUS COMMISSIONING as described in table 2 for all Services purchased by customers brought to Thewebuilders when bonus commissioning is applicable
- (1) Before any payment takes place, Thewebuilders needs to agree that the final contract can be accepted and reserves the right to reject it. In case the end-user does not fulfill its payment obligations and/or, if the contract has been terminated for reasons of force majeure and/or bankruptcy within 3 months after START of service, AGENT will refund Thewebuilders within 30 days after notification for all commissions, bonuses and other benefits in relation to the non-payment and/or the terminated contract.
- (2) Subject to the terms and conditions of this Agreement, Thewebuilders can include, part of the commissioning and bonus commissions paid to AGENT by Thewebuilders, a GOODWILL COMPENSATION to AGENT.
- (3) Parties adopt and approve that given all circumstances the commissioning and bonus commissions and the goodwill compensation are fair and reasonable.
- (4) AGENT shall bear all expenses incurred in connection with its activities and obligations under this Agreement, unless the Parties otherwise agree in advance in writing. Thewebuilders reserves the right to set off any amounts owed to it from any commission payments or other amounts owed to AGENT.

Thewebuilders reserves the right to modify any commissions, payment amounts or payment terms hereunder at any time upon thirty (30) days' prior notice to AGENT; provided, however, that AGENT may reject such modification in writing within ten (10) days of receipt of such notice; provided further that if such modification is not rejected in writing within such ten (10) days, such modification shall be deemed accepted by AGENT as part of this Agreement.

## COMMISSIONING TABLE

Commission Table in EURO (Table 1)

The applicable pricing and commission scheme for our 'Affiliated Program' is as follows –

LIST PRICE	WEBRIQ Bronze	WEBRIQ Silver	WEBRIQ Gold
30 days	15.00 €	20.00 €	30.00 €
90 days	45.00 €	60.00 €	90.00 €
180 days	85.00 €	110.00 €	165.00 €
360 days	165.00 €	220.00 €	330.00 €

WEBRIQ Bronze	WEBRIQ Silver	WEBRIQ Gold
10.00% Lifetime commission		

30 days	1.50 €	2.00 €	3.00 €
90 days	4.50 €	6.00 €	9.00 €
180 days	8.50 €	11.00 €	16.50 €
360 days	16.50 €	22.00 €	33.00 €

### BONUS – based on the cumulative commissions earned

>1000 Euro	12.00%
>2000 Euro	15.00%
>3000 Euro	17.00%
>4000 Euro	20.00%

Once the threshold level is reached, all future commissions will be paid out based on the new commission level. The basis of calculation will be a trailing 18 months commissions earned.

**Commission Table in USD (Table 2)**

The applicable pricing and commission scheme for our 'Affiliated Program' is as follows

	<b>WEBRIQ Bronze</b>	<b>WEBRIQ Silver</b>	<b>WEBRIQ Gold</b>
<b>30 days</b>	<b>\$20.00</b>	<b>\$30.00</b>	<b>\$40.00</b>
<b>90 days</b>	<b>\$60.00</b>	<b>\$90.00</b>	<b>\$120.00</b>
<b>180 days</b>	<b>\$110.00</b>	<b>\$160.00</b>	<b>\$220.00</b>
<b>360 days</b>	<b>\$200.00</b>	<b>\$300.00</b>	<b>\$400.00</b>

	<b>WEBRIQ Bronze</b>	<b>WEBRIQ Silver</b>	<b>WEBRIQ Gold</b>
	<b>10.00%</b>	<b>Lifetime commission</b>	
<b>30 days</b>	<b>\$2.00</b>	<b>\$3.00</b>	<b>\$4.00</b>
<b>90 days</b>	<b>\$6.00</b>	<b>\$9.00</b>	<b>\$12.00</b>
<b>180 days</b>	<b>\$11.00</b>	<b>\$16.00</b>	<b>\$22.00</b>
<b>360 days</b>	<b>\$20.00</b>	<b>\$30.00</b>	<b>\$40.00</b>

**BONUS – based on the cumulative commissions earned**

<b>&gt;1500 US Dollars</b>	<b>12.00%</b>
<b>&gt;3000 US Dollars</b>	<b>15.00%</b>
<b>&gt;4500 US Dollars</b>	<b>17.00%</b>
<b>&gt;6000 US Dollars</b>	<b>20.00%</b>

Once the threshold level is reached, all future commissions will be paid out based on the new commission level. The basis of calculation will be a trailing 18 months commissions earned.

**Commission Table in GBP (Table 3)**

The applicable pricing and commission scheme for our 'Affiliated Program' is as follows

	<b>WEBRIQ Bronze</b>	<b>WEBRIQ Silver</b>	<b>WEBRIQ Gold</b>
<b>30 days</b>	<b>£15.00</b>	<b>£20.00</b>	<b>£30.00</b>
<b>90 days</b>	<b>£40.00</b>	<b>£50.00</b>	<b>£80.00</b>
<b>180 days</b>	<b>£75.00</b>	<b>£100.00</b>	<b>£150.00</b>
<b>360 days</b>	<b>£150.00</b>	<b>£200.00</b>	<b>£300.00</b>

	<b>WEBRIQ Bronze</b>	<b>WEBRIQ Silver</b>	<b>WEBRIQ Gold</b>
	<b>10.00% Lifetime commission</b>		
<b>30 days</b>	<b>£1.50</b>	<b>£2.00</b>	<b>£3.00</b>
<b>90 days</b>	<b>£4.00</b>	<b>£5.00</b>	<b>£8.00</b>
<b>180 days</b>	<b>£7.50</b>	<b>£10.00</b>	<b>£15.00</b>
<b>360 days</b>	<b>£15.00</b>	<b>£20.00</b>	<b>£30.00</b>

**BONUS – based on the cumulative commissions earned**

<b>&gt;900 UK Pounds</b>	<b>12.00%</b>
<b>&gt;1800 UK Pounds</b>	<b>15.00%</b>
<b>&gt;2700 UK Pounds</b>	<b>17.00%</b>
<b>&gt;3600 UK Pounds</b>	<b>20.00%</b>

Once the threshold level is reached, all future commissions will be paid out based on the new commission level. The basis of calculation will be a trailing 18 months commissions earned.

**EXHIBIT D**  
**USE OF MARKS**

The following provisions govern the ownership, use, and display of the parties' trademarks, service marks, trade names, and trade dress under this Agreement:

(a) Designated Marks Subject to Agreement:

Thewebuilders hereby designates "Thewebuilders", and "Thewebuilders logo", and "weBRiq" and "weBRiq logo" as the trademarks, which AGENT may display in the performance of this Agreement. Thewebuilders may designate in writing additional marks, which AGENT may display in the performance of this Agreement. AGENT may not use or display any other marks without Thewebuilders's prior written approval.

(b) Ownership of Marks: Thewebuilders shall at all times retain full ownership, right, title, and interest in and to its marks.

(c) Grant of limited authorization to display the Marks: Thewebuilders grants to AGENT a limited, nonexclusive right to display the marks specified under clause (a) above in the performance of this Agreement, subject to the provisions of this Exhibit D during the term of this Agreement.

(d) Restrictions on authorization: AGENT agrees not to engage in any conduct inconsistent with the rights of Thewebuilders regarding Thewebuilders's marks. Without limiting the foregoing, AGENT agrees not to file any application to register as a trademark, service mark, trade name, or otherwise, any mark owned or used by Thewebuilders. The authorization granted in this Agreement is limited to the display of the marks in the performance of this Agreement on the conditions described herein and does not grant a license or any other right or interest in the marks owned by Thewebuilders in conjunction with products or services other than those covered by this Agreement.

(e) Guidelines Regarding the Marks: AGENT shall display Thewebuilders's marks only in accordance with the guidelines provided by the Thewebuilders, either as part of this Agreement or as specified otherwise in writing by the Thewebuilders. AGENT shall identify Thewebuilders as the owner of the Thewebuilders marks in all materials and in conjunction with any other display of the Thewebuilders marks under this Agreement

(f) Unauthorized Use of Marks: Any use of the Thewebuilders marks without Thewebuilders's prior written approval, or in a manner inconsistent with the provisions of this Exhibit F, which is not cured within 30 days of receipt by the AGENT of written notice that the Thewebuilders considers a particular use unacceptable shall constitute an infringement of the mark and a breach of this Agreement.