

This Agreement contains the complete terms and conditions which you (the "Affiliate") agree to be bound by as a participant in the Vocal Awareness® Institute Affiliate Program (the "Program") and which shall apply once your application to participate in the Program has been accepted by Vocal Awareness® Institute.

## 1. Introduction

1.1 Vocal Awareness® Institute is the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the content, logos, style, design, look and feel, trade names, trademarks to its products and literary works such as but not limited to Vocal Awareness® Institute, Vocal Awareness® and all products offered for sale on the Vocal Awareness® Institute website (including all future versions thereof), all hereinafter referred to individually and collectively, according to context, as the "Product."

Vocal Awareness® Institute intends to sell its Products electronically and distribute electronically and via direct shipment using, in part, third party affiliates who will establish links to the Vocal Awareness® Institute Web site where its Products will be offered for sale.

If, in the future, Vocal Awareness® Institute sells and distributes any other goods or services through the Internet, it shall, at their discretion, offer to its affiliates at that time the opportunity to become vendor-affiliates of such goods or services. Such goods or services shall be included in the defined term "Product" and this Agreement shall then also apply to such goods or services.

## 2. Participation & Representation

2.1 Vocal Awareness® Institute hereby grants to the Affiliate the non-exclusive and revocable right to market and advertise the Product and to establish links to the Vocal Awareness Institute Web site, the whole in accordance with this Agreement.

2.2 The Affiliate may market and advertise the Product through the Internet and shall develop, operate and maintain links from its site to Vocal Awareness® Institute's site at Affiliate's sole cost and expense.

2.3 The Affiliate represents and warrants to Vocal Awareness® Institute that this Agreement has been duly and validly executed and constitutes and shall continue to constitute a legal obligation, enforceable in accordance with its terms.

## 3. Affiliate Sales Commissions

3.1 If, as a result of a direct advertising effort of the Affiliate, a referred customer of the Affiliate orders and pays for a Product sold by Vocal Awareness® Institute, Vocal Awareness® Institute shall pay the Affiliate a sales commission equal to one-third (33.33%) of the price paid for live events and fifty-five percent (55%) of the price paid for products that are delivered electronically. The commission is based upon the paid selling price of the purchased Product before tax and excluding returns ("Sales Commission").

3.2 The Affiliate shall be responsible for all taxes and other similar levies applicable to the Sales Commission pursuant to any law or regulation. The Affiliate shall report the

Sales Commission to its taxation authorities as required by law.

3.3 Vocal Awareness® Institute shall post and maintain, on a current basis, a designated password-protected Web page for each Affiliate showing the Affiliate's participation in the Program including number of potential customers referred by it and an estimate of the Sales Commission owing to it. Vocal Awareness® Institute shall, on or about the first week of each month, mail or otherwise transmit the Sales Commission representing the amount payable for the sales completed in the previous month. (Vocal Awareness® Institute reserves the right to delay sending payment for one month, in exceptional cases up to two months, to prevent suspected cases of affiliate fraud.) Sales statistics of the referred transactions, supporting the amount paid, shall be made available on the Affiliate's password-protected Web page. Sales Commission overpayments (due to product returns, accounting error or affiliate fraud) may be deducted from future payments or shall be reimbursed by the Affiliate.

3.4 Vocal Awareness® Institute shall pay all commissions due in US funds by check if mailed to an address within the United States, and by wire transfer if the funds are to be sent outside the United States. For addresses outside the United States, wire transfer instructions must be provided. The wire transfer fee, not to exceed \$30.00 US dollars, will be deducted from commissions due.

3.5 Upon written request and at the Affiliate's expense, the Affiliate may cause Vocal Awareness® Institute's books and records to be examined by an independent firm of chartered accountants to ensure compliance with this Agreement. In the event that the examination reveals an underpayment error of more than 5%, the underpayment and the reasonable cost of the examination to a maximum of \$2,500 US dollars shall be paid by Vocal Awareness® Institute. If the examination does not reveal an underpayment as aforesaid, the Affiliate shall compensate Vocal Awareness® Institute for its reasonable cost to a maximum of \$2,500 US dollars. The firm of chartered accountants utilized shall limit the scope of their examination to the relevant information regarding the Sales Commission and shall keep private and confidential all information obtained in the course of the said examination.

#### 4. Affiliate Sites and Promotion Methods

4.1 The Affiliate shall be solely responsible for all materials that appear on its site. It shall strictly adhere to all applicable laws and regulations in conducting its business and more specifically in marketing and advertising the Product. Without restricting the generality of the foregoing, the Affiliate shall not send unsolicited e-mail and shall not send e-mail or any other communication to a recipient if the recipient has requested that it discontinue such communication, nor shall it send or display on its Web site any material that may be considered to be illegal, harassing, libelous, defamatory, legally obscene or pornographic, threatening, abusive, or hateful.

4.2 Vocal Awareness® Institute shall have the right, but not the obligation, to pre-approve the graphics and logos used on any Web site which is linked to its site. Furthermore, the Affiliate shall annotate its site with appropriate copyright, trademark and other similar notices, which shall be approved by Vocal Awareness® Institute. If the Affiliate specifies a price point for the Product in its marketing and advertising, it shall ensure that it is updated regularly to reflect all price changes.

4.3 Vocal Awareness® Institute shall have the right to monitor the Affiliate's Web site at any time and from time to time to determine if it is in compliance with the terms and conditions of this Agreement.

4.4 The Affiliate agrees not to use any predatory advertising methods designed to generate traffic from sites that they have not contracted with in the online promotion of Vocal Awareness® Institute Product or affiliate program. Predatory advertising is defined as any method that creates or overlays links or banners on web sites, spawns browser windows, or any method invented to generate traffic from a web site without that web site owner's, knowledge, permission, and participation. Examples include, but are not limited to, keyword parsing, browser plug-ins, banner replacement technology, and browser spawning technology that is not web site dependent. Participation in predatory advertising programs will be cause for an affiliate's immediate termination.

## 5 Order Processing.

5.1 Vocal Awareness® Institute shall establish the procedures of selling the Product including, without limitation, the placement of orders, pricing, payment terms, processing, delivery, returns etc. Without restricting the generality of the foregoing, Vocal Awareness® Institute shall have the right to cancel, suspend or delay any order for the Product, including the right to discontinue selling the Product at any time.

## 6 Licenses and Goodwill Preservation

6.1 Vocal Awareness® Institute shall have the right, but not the obligation, to approve, in its sole and absolute discretion and with due regard to the protection and preservation of the goodwill of the Product any promotional, advertising or marketing item used by the Affiliate. The Affiliate shall make all deletions and modifications suggested by Vocal Awareness® Institute on any site where the Product is mentioned.

6.2 The Affiliate shall acknowledge and clearly identify and respect that all proprietary information, trademarks, copyrights and all other similar rights in and arising out of the Product are, and shall continue to be, the exclusive property of Vocal Awareness® Institute. In the event the Affiliate learns of any claim or allegation that the Product infringes upon or violates any intellectual property or proprietary rights of a third party, or contains any unlawful, libelous, or untrue statement, it shall immediately notify Vocal Awareness® Institute so as to enable Vocal Awareness® Institute to defend, settle or otherwise resolve the claim or allegation in a manner that Vocal Awareness® Institute deems appropriate in its sole discretion.

6.3 Customers who purchase the Product through the Program shall be deemed to be customers of Vocal Awareness® Institute, and the Affiliate shall refer all Product-related questions, requests or queries to Vocal Awareness® Institute. Vocal Awareness® Institute shall have the right to utilize the Affiliate's name and logo to advertise market, promote and publicize in any manner the Product.

6.4 The Affiliate shall not make or give to a customer or a potential customer any warranty, representation or other statement concerning the Product without first obtaining the written consent of Vocal Awareness® Institute.

## 7. Relationship of Parties

7.1 While the parties shall work hand-in-hand for the benefit of both, the parties acknowledge and agree that the Affiliate shall, from a legal perspective, act as and shall be an independent contractor and not an employee or agent of Vocal Awareness® Institute. Nothing in this Agreement shall create a partnership, joint venture, agency, or franchise between the parties in the legal sense of these terms. The Affiliate shall not sign any document in the name of or on behalf of Vocal Awareness® Institute nor shall it hold itself out as being an agent of Vocal Awareness® Institute or as having apparent authority to contract for or bind Vocal Awareness® Institute.

## 8. Limitation of Liability

8.1 In no event shall Vocal Awareness® Institute be liable for special, incidental, consequential or punitive damages, including, without limitation, any damages resulting from loss of profits, loss of business or loss of goodwill arising out of or in connection with this Agreement or the Product, whether or not such party has been advised of the possibility of such damages. Vocal Awareness® Institute shall not be liable for any damages if, for any reason whatsoever, its Web site fails or is non-operational for any reason whatsoever.

## 9. Term of This Agreement

9.1 In the event that the Affiliate breaches any of the undertakings or obligations set forth in this Agreement and does not remedy same within 7 days notice from Vocal Awareness® Institute, it shall automatically forfeit the Sales Commission then receivable or receivable at any time in the future. Vocal Awareness® Institute shall, in addition, have the right to terminate this Agreement and shall retain all other rights and remedies available to it at law or in equity. (Any rights of Affiliate to commissions shall continue to accrue and be paid to the Affiliate for all referral links in effect as of the time of termination.)

9.2 Both Vocal Awareness® Institute and the Affiliate shall have the right to terminate this Agreement at any time upon notice to the other.

9.3 As soon as notice of termination of this Agreement is given or upon termination as herein provided, the Affiliate shall immediately cease its marketing and advertising of the Product and shall forthwith eliminate all mention and references to the Product and all links to Vocal Awareness® Institute. Pending the completion of the foregoing, Vocal Awareness® Institute may withhold the Sales Commission.

## 10. Modification and Application of Agreement

10.1 Vocal Awareness® Institute may, in good faith, modify any of the terms and conditions contained in this Agreement (including the Affiliate Compensation Schedule), at any time and in its sole discretion, by posting a change notice or a new agreement on its Web site. If any modification to this Agreement is not acceptable to the Affiliate, its only recourse is to terminate this Agreement. The Affiliate's continued participation in the Program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

10.2 If any of the provisions of this Agreement are determined by a court to be

unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

10.3 The Affiliate shall not assign, transfer or convey this Agreement or any part thereof to any other party without Vocal Awareness® Institute consent which shall not be unreasonably refused.

10.4 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, legal representatives, successors and assigns.

10.5 This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any. For greater certainty but without restricting the aforementioned, information contained in any of the following shall not form part of this Agreement, namely: descriptions of the Program (including the descriptions of Sales Commission payable to the Affiliates) on Vocal Awareness® Institute Web site(s); e-mail communications from Vocal Awareness® Institute or from any of its employees, officers or directors; in the Product, or in marketing/informational documents.

## 11. Independent Investigation

11.1 The Affiliate acknowledges that it has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate understands that Vocal Awareness® Institute may at any time solicit customer referrals on terms that may differ from those contained in this Agreement or operate Web sites that are similar to or compete with the Affiliate's Web site. The Affiliate has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

## 12. Miscellaneous Provisions

12.1 Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

12.2 The insertion of headings and the division of this Agreement into Articles and Sections are for convenience reference only and are not to affect its interpretation.

12.3 Each of the parties hereto covenants and agrees that it shall execute and deliver such additional agreements and documents and do such acts and things as may be reasonably necessary fully and effectually to carry out the intent and purpose of this Agreement.

12.4 All notices, requests and other communications shall be deemed to have been received when posted by Vocal Awareness® Institute on its Web site. It shall also be deemed to have been received on the next business day if transmitted by fax, e-mail or any other form of electronic mail to the last known electronic address of the intended recipient.

12.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America and all disputes concerning

this Agreement and the obligations assumed by the parties shall be resolved before such courts. The parties have required that this Agreement and related documents be drafted in English.

If you have any questions or concerns about this agreement, please contact us at [interact@vocalawareness.com](mailto:interact@vocalawareness.com), or call 888-756-1537.

Thank you very much. We truly look forward to our affiliation.