

TERMS AND CONDITIONS OF BUSINESS AFFILIATION WITH THE DUE PROCESS ADVOCATE

The terms and conditions below are set forth as the standard, current terms and conditions that govern all BUSINESS AFFILIATION APPLICATION AND AGREEMENTS executed by and between Edward H. Smith d/b/a The Due Process Advocate, or his successors and/or assigns, of 497 Hooksett Road #395, Manchester, NH 03104; hereinafter called "DPA" and each business owner or manager whose BUSINESS AFFILIATION APPLICATION AND AGREEMENT has been submitted and approved by DPA; hereinafter called "AFFILIATE."

Fundamental Representations of EHS and AFFILIATE

Whereas DPA owns, operates, and manages an independent research, consulting, reporting, and publishing business which services include the publication and online distribution of a newsletter-style publication entitled "The Due Process Advocate", the online distribution of an educational program referred to as "Due Process 101", and the maintenance of a website including its sub-domain webpages for AFFILIATES, at www.dueprocessadvocate.com; and

Whereas AFFILIATE desire to establish an independent business affiliation with DPA for the purpose of capitalizing on certain promotional, marketing, and networking opportunities available through such affiliation by and through a sub domain at www.dueprocessadvocate.com as part of the "DPA Business Network";

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the parties hereby agree that their business relationship be governed by the following terms and conditions:

Terms and Conditions

A. Business Relationship

DPA and AFFILIATE acknowledge and understand that neither party is entering into this Agreement in any capacity that, in any manner, suggests or implies an employer-employee relationship of either party with respect to the other, a franchise-franchisor relationship between the parties, or any other business relationship other than two independent business entities conducting business with one another.

B. Compliance with Applicable Laws

DPA and AFFILIATE agree to operate in accordance with any and all local, state and/or federal laws applicable to this Agreement; including any such laws that govern, restrict, limit, or prohibit any service for which professional licensing is required and/or prohibit the payment of, or receipt of, referral fees if/as applicable.

C. Affiliation Procedure and Fee

AFFILIATE acknowledges, understands, and agrees that (a) AFFILIATE'S BUSINESS AFFILIATION APPLICATION AND AGREEMENT is subject to approval by a duly authorized representative of The Due Process Advocate, (b) such approval is subject to compliance with the terms and conditions of business affiliation set forth herein, and (c) DPA's receipt of AFFILIATE'S non-refundable Affiliation Fee. Once the AFFILIATE'S BUSINESS AFFILIATION APPLICATION AND AGREEMENT is approved and the Affiliation Fee is paid, the assigned sub domain name and webpage will be immediately prepared and activated in accordance with the same general specifications and format of the existing AFFILIATE sub domains at www.dueprocessadvocate.com.

D. Term of this Agreement

DPA and AFFILIATE agree that the term of this Agreement is one year. This Agreement shall automatically be renewed on the anniversary date of this Agreement for successive one-year terms provided that a renewal fee of \$500 is received by DPA on or before each annual renewal date.

E. Termination

DPA and AFFILIATE agree that (a) AFFILIATE may terminate this Agreement for any reason upon written notice to DPA, and (b) DPA may terminate this Agreement only for cause. For the purposes of this Agreement, cause shall be defined as AFFILIATE'S breach, with reasonable notice and opportunity to cure, of any standard operating policy and/or procedure as reasonably set forth verbally and/or in writing by DPA. This Agreement may be terminated without notice to AFFILIATE in the event that AFFILIATE is found by DPA, at DPA's sole discretion, to have (a) become inactive in business, (b) made material misrepresentations regarding the nature of its business operations and methods, (c) engaged in any activity which is prohibited by any applicable law, and/or (d) takes or supports actions contrary to the objectives and mission of The Due Process Advocate and The DPA Business Network.

F. Operating and Tax Status

DPA and AFFILIATE agree that the status of each party with respect to the other party is that of an independent business operation and independent contractor. Each party is solely responsible for its own business expenses incurred in connection with this Affiliation Agreement.

G. Best Efforts

Both DPA and AFFILIATE agree and acknowledge that their performance pursuant to this Agreement shall be provided on a "best efforts" basis.

H. Updates and Changes to Terms and Conditions

AFFILIATE agrees and understands that the Terms and Conditions of business affiliation with DPA may be changed or modified by DPA without prior notice to, or approval by, AFFILIATE.

I. Non Waiver

The waiver by DPA of any obligation hereunder on one occasion shall not constitute a waiver of any other, or the same, obligation on a different occasion.

J. Indemnification

AFFILIATE hereby agrees to indemnify DPA for any claim for injury or damage in connection with this Agreement caused by AFFILIATE.

K. Legal Forum

DPA and AFFILIATE hereby agree and acknowledge that this Agreement shall be construed under the laws of the State of New Hampshire and that, furthermore, New Hampshire is a convenient forum.

L. Miscellaneous Provisions

AFFILIATE understands that (a) there are no verbal agreements, and (b) this Agreement supersedes and replaces any previously executed Affiliate Agreement.