

Affiliate Program Agreement

Effective Date: February 2007

1. Agreement

This document contains the terms and conditions of your contract and agreement ("**Agreement**") with HDC Human Development Consultants Ltd. ("**HDC**") as a participant in HDC's Affiliate Program (the "**Program**"). By completing the Affiliate Application Form (the "**Form**") and submitting the Form to HDC, you make an offer to HDC and, upon acceptance of such offer by HDC, which you agree may be communicated to you by HDC by any one of the following means - email, mail, fax or telephone, and in consideration of HDC accepting you as a participant in the Program, you accept and agree to be legally bound by the terms and conditions in this Agreement and you will become one of any number of HDC Affiliates.

This Agreement consists of these terms and conditions and the contents of the Form as completed by you, provided that, in the event of any conflict between these terms and conditions and the Form, these terms and conditions apply. "**You**", "**your**" and "**yours**" refer to you as Affiliate, "**Affiliate Site**" refers to your web site and "**HDC Site**" refers to HDC's web site, located at www.hdc.ca or such other URLs of HDC as may be reasonably related to this Agreement. "**Kit**" and "**Kits**" refer to the training materials and other information, documentation and materials available for license or purchase through the HDC Site.

2. Application and Registration

To register as an HDC affiliate, complete the Application Form. HDC will review your properly completed Form and respond to you within a reasonable time. You warrant and represent that all information you enter into your Form will be truthful, complete and up to date.

HDC reserves the right, in its sole discretion, to reject any application without liability of any kind. If your application is accepted by HDC, you will be granted access to the affiliate pages portion of the HDC Site with a limited license permitting you to copy graphics, icons, text and make links (the "Licensed Materials") as provided in this Agreement.

You irrevocably consent to contract and communicate electronically.

3. Right to terminate

HDC may terminate this Agreement with you at any time without notice or liability to you in the event that Affiliate Site, or any content or material thereon ("**Affiliate Content**") is deemed unsuitable by HDC in its sole discretion. Unsuitable Affiliate Content includes, without limitation, any Affiliate Content that:

- promotes discrimination or discriminates based on any one or more of race, ethnic origin, gender, religion, disability, sexual orientation, age or any other prohibited basis, or that, in the opinion of HDC, is otherwise unsuitable;
- contains or promotes sexually explicit material, offensive material, pornographic material, violent material, or other objectionable material, or is illegal, unlawful, tortious, defamatory, or promotes or advocates any of the foregoing;
- is engaged in or associated with SPAM or the bulk distribution of unsolicited email or other electronic communications of any kind, including chain letters, or that is engaged in, associated with or constitutes multi-level marketing, pyramid or Ponzi schemes, or any similar activity, whether lawful or not, and whether related to Licensed Materials or Kits or not;

- breaches any law regarding personal information or individual privacy, or that breaches any legal or equitable right or duty, whether legal, equitable, fiduciary or otherwise, of or owed to any individual or entity, or that misappropriates any right of personality, confidential information, proprietary information or trade secret, or that violates or infringes any intellectual property right or other proprietary right, title or interest of any individual or entity; or,
- links Licensed Materials to web sites other than the HDC Site.

The foregoing list is illustrative and not exhaustive. HDC may also forthwith terminate this Agreement at any time in the event that you become insolvent, or a petition for bankruptcy or receivership is filed by or against you, or you take the benefit of any law relating to insolvency, bankruptcy, debtor's protection or reorganization, or you fail to pay any sum owing to HDC when due, or you cease to carry on business in the normal manner, which may be evidenced by Affiliate Site being unavailable to members of the public using ordinary browser software for a period in excess of one day.

You and HDC may terminate this Agreement at any time, without fault or cause, upon written notice of seven (7) days. Notification of termination may be delivered by e-mail. You will be paid Referral Commissions (as defined below) on sales that occurred before termination of the agreement. You will not be paid Referral Commissions on any sale occurring after the termination of this Agreement, even if negotiations, discussions or other contact with respect to such sale occurred prior to termination, or if sales to the same person, individual or entity previously occurred prior to termination. Immediately upon termination, however caused, you will immediately remove all Licensed Materials, links and/or references of any kind to the HDC Site from Affiliate Site or any other web site or physical location under your control.

4. Modifications to this Agreement

HDC may modify the terms and conditions of this Agreement at any time by posting a revised version on the HDC Site with a new effective date. HDC shall have the right, but not the obligation, to notify you of such changes by e-mail. You agree to review this Agreement and its effective date regularly in order to make yourself aware of any changes to this Agreement. Your continued participation in the Program after a modified version of this Agreement is posted confirms your acceptance of this Agreement as modified and you will be bound thereby. If at any time you do not fully agree to this Agreement, you will terminate this Agreement by notice to HDC.

5. Limited License

HDC grants you a non-exclusive, non-transferable, personal and revocable license, without the right to sub-license, to use the Licensed Materials provided by HDC for the sole purpose of identifying your site as an Affiliate.

HDC, or, if applicable, its licensors, reserves and owns all right, title and interest, including all copyrights and trademark rights, in and to the Licensed Materials and to the HDC Site, including the selection and arrangement of its components or constituent elements. You may not modify the Licensed Materials in any way. HDC will provide you with links to the appropriate HDC web pages for purposes of promoting the license or sale of the Kits. You may not use any other links to link Kits to Affiliate Site, or the web sites, products or services of you or any third party. HDC has the right, but not the obligation, to monitor links from your site to the HDC Site and to third party web sites. HDC may inform you of any broken links or unacceptable links. You are solely responsible for making corrections and ensuring correct and acceptable links and/or URL(s) are posted on Affiliate Site.

You may not use any HDC trademark or trade name other than as expressly permitted by HDC in this Agreement, in the Licensed Materials, or otherwise in writing, and then only in connection with your actions in promoting sales and licensing of Kits by permitted referrals to the HDC Site.

6. Pricing and Commissions

HDC will pay you for verified and bona fide referrals through Affiliate Site to the HDC Site that result in actual sales of Kits. HDC will pay you 10% of the purchase price, excluding taxes, ("Referral Commission") for all Kits licensed or sold as a result of a valid and qualifying referral by you. HDC has the exclusive right, in its sole discretion, to set the prices for Kits, and to modify, discount or otherwise change such pricing at any time. You are not permitted to purchase or license any Kit for your own use or for resale, distribution, license, sub-license or re-distribution of any kind without the further express written permission of HDC. You will not engage in any secondary sale or distribution of any Kit by any means, nor will you enter into any arrangement or sub-contract with anyone to promote the sale or license of Kits, or to reward anyone for referrals to Affiliate Site or to you for purposes of making further referrals to the HDC Site or otherwise obtaining Referral Commissions, with the limited exception that indexing of Affiliate Site on a bona fide and normal course of operation basis by search engines will not constitute a breach of this Agreement except where Licensed Materials or any HDC trademark or trade name are used by you in contravention of this Agreement, whether to manipulate search engines or otherwise. You will not split, or agree to split, any Referral Commission with anyone. You will not use any HDC trade name or trademark in the meta-data or other code contained within Affiliate Site without the written permission of HDC, and you will not register or use any domain name containing any HDC trade name or trademark other than as may be permitted by HDC in its discretion.

In the event that a purchaser or licensee of any one or more Kits has clicked through to the HDC Site from more than one Affiliate site, HDC will pay the Referral Commission only to the Affiliate from or through the web site through which such purchaser most recently clicked through to purchase or license one or more Kits from HDC. Should that purchaser or licensee make additional purchases of Kits in the immediately following 45 day period, HDC will pay the Referral Commission to the Affiliate that received or became entitled to receive a Referral Commission during such 45 day period. Following expiry of the 45 day period, Referral Commissions will be paid to the Affiliate the actions or web site of which directly resulted in any further sale of license of Kits, and that Affiliate may be a different Affiliate than previously.

You acknowledge and agree that links and technical measures used or implemented by HDC to track the source of referrals for sales or licenses of Kits are or may be imperfect and in any event not 100% fail safe, and that there is a possibility of your not being credited for a referral due to reasons including, without limitation and by way of illustration only:

- your failure to use the proper URL(s) or links;
- temporary glitches or crashes of software used for tracking referrals and sales, or bugs or imperfections in such software;
- deliberate, unintentional or accidental actions of customers to circumvent your URL so that tracking software used by HDC is unable to reliably track the source of a referral or sale or license;
- force majeure or events or acts of nature that result in loss of data or errors on computers, servers, systems and back-up media

You agree that in no event will HDC be liable to you for any compensation whatsoever for Referral Commissions that are not tracked and recorded by the tracking software or other technical means employed by HDC or on its behalf.

HDC will track and log traffic from Affiliate Site to the HDC Site and, from time to time, will share this information with you on a confidential basis. You will not use or disclose such information to any other individual or entity, including without limitation any other Affiliate. Other statistical or aggregate information may also be provided in the sole discretion of HDC. From time-to-time, HDC may email you with suggestions, updates, or information to encourage referrals from your site.

HDC will at all times have the right, but not the obligation, to monitor Affiliate Site to ensure that it continues to be suitable and acceptable for HDC's Affiliate Program and that it complies with this Agreement.

7. Payment

HDC will pay Referral Commissions properly due to you on an approximately monthly basis provided you are owed a sum greater than \$50.00 (all sums of money stated in this Agreement are in Canadian currency). If in any month, Referral Commissions due to you are less than \$50.00, the balance will be carried over to the following month. HDC will pay accumulated Referral Commissions for any amount less than \$50.00 on a quarterly basis (calendar quarters ending in March, June, September and November). No interest or bonus of any kind will be paid or payable on any Referral Commission. Where the customer, licensee or buyer of any Kit fails to pay, or rescinds, reverses or cancels payment, or charges back any payment by credit card, or HDC is otherwise not paid for any reason, any previously paid Referral Commissions related to the sums not paid will be deducted from your account and, where not covered by your account, will become a debt owed by you to HDC, payable within thirty (30) days, failing which you will pay interest thereon, both before and after judgment, at the rate of eighteen per cent (18%) per annum. All payments for Referral Commissions will be made by cheque or by such other means, including electronic transfer, as HDC may direct from time to time.

All payments for Canadian GST/HST registered Affiliates shall include commission plus GST/HST. It shall be your responsibility to remit to the proper authorities from amounts you receive any and all taxes due, including GST, PST, VAT or any other value added or sales or services tax, any income tax, and any other tax whatsoever. You will indemnify and save harmless HDC, on an after tax basis, for any liability of any kind, including any legal fees or costs, for any and all remittances and taxes payable related to or arising from Referral Commissions paid or payable to you. HDC reserves the right to contact appropriate government authorities to confirm registration. It is your responsibility to ensure that HDC is supplied with a correct address for receiving funds. If your contact information changes, it is your responsibility to advise HDC in a timely manner of such change.

8. Affiliate Site

You are solely responsible and liable for Affiliate Site, including without limitation the development, operation, and maintenance thereof, and all information, content, data, documents, records and other materials of any kind that appear on Affiliate Site or are accessible through Affiliate Site (collectively, "Affiliate Content"). Without limitation, you are fully and solely responsible and liable for:

- technical operation of Affiliate Site and all related software, hardware, systems and equipment;
- accuracy, timeliness, legality and appropriateness of all Affiliate Content;
- properly and appropriately generating traffic to HDC's site;

- ensuring Affiliate Content does not violate or infringe upon the rights of any third party including but not limited to rights regarding personal information or individual privacy, rights of personality, intellectual property and any other proprietary rights, including without limitation copyrights and trademarks;
- ensuring that Affiliate Content is not libelous, defamatory, offensive, pornographic, discriminatory, tortious or illegal; and,
- ensuring that Affiliate Site is suitable, acceptable and in full compliance with the terms and conditions of this Agreement.

HDC disclaims all liabilities for the above matters. You will indemnify and hold HDC and its officers and employees harmless from any and all claims, damage, and expenses (including legal fees) relating to the development, operation, maintenance, and contents of Affiliate Site, and for any breach by you of this Agreement.

9. HDC's Obligations

HDC will make commercially reasonable efforts to provide and maintain the necessary hardware and software to link with Affiliate Site, to track purchases and other revenues received with respect to Kits, to collect payment from purchasers and licensees of Kits, to track, determine, calculate and pay Referral Commissions, and, as provided in this Agreement, to provide you with information regarding sales records and statistics.

10. Relationship of Parties

You and HDC are independent contractors. Nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and HDC. Neither party will have the authority to make or accept any offers or make any representations on behalf of the other party.

11. Limitations of Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE HDC SITE, ALL ITS CONTENTS AND THE LICENSED MATERIALS (ALL THE FOREGOING BEING REFERRED TO AS "HDC CONTENT") ARE PROVIDED ON A STRICTLY 'AS IS', 'WHERE IS' AND 'AS AVAILABLE' BASIS, WITH NO GUARANTEES, WARRANTIES OR CONDITIONS OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR ARISING FROM STATUTE OR CUSTOM OF TRADE, OR OTHERWISE, WITH RESPECT TO THE NATURE, QUALITY, CONTENTS, TIMELINESS, ACCURACY OR AVAILABILITY OF THE HDC CONTENT, INCLUDING BUT NOT LIMITED TO ANY CONDITIONS OR WARRANTIES OF ACCURACY, TIMELINESS, AVAILABILITY, ERROR-FREE OPERATION, MERCHANTABILITY, MERCHANTABLE QUALITY, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. ANY EXPENDITURE MADE BY YOU OR ANY OTHER PERSON, FIRM OR CORPORATION, AS A RESULT OF OR WITH RESPECT TO USE OR REVIEW OF THE HDC CONTENT, AND ANY USE OF OR RELIANCE THEREON, SHALL BE AT YOUR SOLE RISK, COST AND EXPENSE AND HDC SHALL NOT BE LIABLE IN ANY WAY FOR ANY ERROR OR INACCURACY IN THE HDC CONTENT, WHICH ERROR OR INACCURACY MIGHT HAVE INDUCED THE MAKING OF SUCH EXPENDITURE.

WHILE HDC MAKES REASONABLE EFFORTS TO ENSURE THAT THE HDC SITE, AND THE SYSTEMS AND SOFTWARE USED TO TRACK PURCHASES AND PAYMENTS

RELATED TO TRACKING REFERRALS AND PAYMENT OF REFERRAL COMMISSIONS OPERATE PROPERLY AND WITHOUT ERROR, HDC DOES NOT WARRANT OR GUARANTEE, OR GIVE ANY WARRANTY OR CONDITION AS TO ERROR FREE OPERATION OR AVAILABILITY OF SUCH SYSTEMS AND SOFTWARE, OR THE ACCURACY, CURRENCY OR COMPLETENESS OF INFORMATION PROCESSED OR MADE AVAILABLE BY SUCH SYSTEMS AND SOFTWARE.

IN NO EVENT SHALL HDC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF USE, LOSS OF OR DAMAGE TO DATA, OR ECONOMIC LOSS, EVEN IF HDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF HDC TO YOU OR ANY AFFILIATE FOR ANY LOSS OR CLAIM WHATSOEVER WITH RESPECT TO THE HDC CONTENT, WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE, EXCEED A SUM EQUAL TO THE TOTAL REFERRAL COMMISSIONS AND ASSOCIATED CHARGES AND TAXES PAID OR PAYABLE TO YOU OR ANY AFFILIATE BY HDC PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO SUCH LOSS OCCURRING OR CLAIM ARISING, WHETHER SUCH LOSS OR CLAIM ARISES UNDER THEORIES OF TORT, CONTRACT, WARRANTY, STATUTORY CONDITION, FIDUCIARY DUTY, DUE DILIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE.

12. Independent Investigation

You acknowledge, warrant and represent that you have completely read this Agreement, fully understand it, have sought and received any legal or other professional advice you require or wished to obtain, and fully and freely agree to all the terms and conditions of this Agreement.

13. Other Affiliates

You understand that HDC may at times (directly or indirectly) 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 your website. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

13. Governing Law

This Agreement shall in all respects be governed by the laws of the Province of Alberta, Canada and the laws of Canada in effect in the said Province at the time. You agree that any and all disputes will be adjudicated only by the Court of Queen's Bench, or its successor, in the Province of Alberta, without regard to its conflicts of laws provisions. You expressly submit to and attorn to the jurisdiction of said Court, and you undertake and agree to bring no complaint and file no action in any other Court whatsoever.

Should any portion or portions of this Agreement be held by a Court of competent jurisdiction to be unenforceable, then such portion or portions shall be severed from this Agreement, and the remaining portions of this Agreement shall be enforced. This Agreement shall enure to the benefit of the heirs, executors, administrators and assigns of HDC.

14. Acceptance of Affiliate Agreement

THIS AGREEMENT MERELY GIVES YOU THE ABILITY TO POST SPECIFIC INFORMATION ON AFFILIATE SITE WITH RESPECT TO HDC'S KITS BUT DOES NOT CONSTITUTE A FRANCHISE OR GRANT ANY RIGHTS OR LICENSES OTHER THAN AS STATED. YOU ARE FREE TO RUN AFFILIATE SITE AND CARRY ON OTHER BUSINESS ACTIVITIES AS YOU SEE FIT, PROVIDED YOU DO NOT BREACH THIS AGREEMENT BY SO DOING.

The individual submitting the application certifies that he/she is authorized to act on behalf of the Affiliate and that he/she, on behalf of the Affiliate, has read and accepted the terms and conditions associated with this Agreement.