

Please complete with who and where to send Referral Partner payments and year end statements.

Company/Organization/Individual Full Legal Name _____
Address _____
Phone _____ Email _____
Federal ID/ Tax ID/Social Security Number _____
Distribution of Referral Fee to be paid: Referral Partner \$ _____; Advertiser Discount \$ _____

THIS AGREEMENT is entered into the _____ day of _____, 2007, by and between ChildcareWorld.com, LLC, an Arizona limited liability company, with its principal place of business and company office located at 1630 South Stapley Drive, Suite 114, Mesa, Arizona, 85204, Phone 800-768-7040 ("CCW") and the above mentioned company/organization/individual ("Referral Partner").

WHEREAS, CCW has developed and promoted, and now owns a "premium" one-stop community website for individuals and entities in the Childcare industry ("CCW's Services"); and

WHEREAS: Referral Partner acknowledges the value of CCW's Services and desires to advise others of the availability of CCW's Services upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, as set forth herein, CCW and Referral Partner agree as follows:

1. **Advertising Affiliate.** Referral Partner shall use CCW as its advertising affiliate and shall acquaint and inform others about CCW's Services by:
 - a. Announcing Referral Partner's recognition of CCW as an advertising affiliate organization of Referral Partner to their customers, colleagues, clients and/or members upon acceptance of this Agreement. Referral Partner will always send CCW a copy of any materials sent to others that refer to CCW.
 - b. Nothing contained in this Agreement shall in any way obligate or require any Referral Partner to utilize CCW's Services. Each Referral Partner shall at all times have the right and sole discretion to utilize any other advertising affiliate.
 - c. As a courtesy all Referral Partner customers, colleagues, clients and/or members are entitled to a FREE Basic Listing on CCW's website.
2. **Referral Fees and Advertiser Discounts.** CCW shall pay Referral Partner a \$100.00 referral fee for each fully paid advertising account received with Referral Partner's Code. Referral Partners may pass on all or part of the \$100 referral fee as a discount to advertisers. Referral Partner has indicated above how the referral fee is to be paid and/or discounted. Referral Partner shall adhere to the following conditions:
 - a. Referral Partner will be assigned a referral code. The assigned code must be submitted with all paid advertising, assuring the Referral Partner will be paid the referral fees earned. There is no referral fee paid for FREE Basic Listings.
 - b. All advertising will be paid for at CCW's prices then in effect, which are subject to change on thirty (30) days' written notice to the Referral Partner.
 - c. Referral Partners will receive referral fees on all new and renewal advertising accounts. Distribution of Referral fee will be paid according to the Referral Partners preference as stated above in this agreement.
 - d. Referral fees shall be paid to Referral Partner on or before the twentieth (20th) day after the end of each month for paid advertising referrals.
3. **The Parties' Relationship.**
 - a. The relationship between CCW and Referral Partner shall at all time be that of an independent third-party contractor and not an employee, agent or partner. Nothing contained herein shall be construed to give either party the power to direct or control the day-to-day activities of the other, or the manner in which the parties perform their respective duties and obligations.
 - b. Each party acknowledges that it is not authorized to, and it shall not, make or enter into any contracts, agreements, covenants or obligations of any kind whatsoever on behalf of the other party.
4. **Representation of the Parties' relationship.** Neither party will represent its relationship with the other as anything other than as set forth above.
5. **Term and Termination.**
 - a. This Agreement, when duly executed by CCW and Referral Partner, becomes effective as of the day and year first set forth above. This Agreement is renewable on a annual basis unless terminated in any manner described below:

- i. This Agreement may be terminated by either party, for any reason, upon forty-five (45) days written notice served upon the other party.
- ii. This Agreement may be immediately terminated by either party upon written notice to the other party upon the other party's breach of any material provision of this Agreement, fraud, material misrepresentation, insolvency, or filing of a petition in bankruptcy or for receivership.
- b. In the event of the termination of this Agreement, CCW shall honor and perform its obligations under all existing contracts with members of Referral Partner, and CCW will pay to the Referral Partner all referral fees earned by it prior to the date of termination of the Agreement (i.e. Referral Partner member paid advertising contracts received by CCW prior to the termination.)
- c. CCW shall have no obligation to pay the Referral Partner any referral fee for any advertising contract received by CCW from a Referral Partner member on or after the effective date of the termination of this Agreement.

6. Miscellaneous Provisions.

- a. This Agreement supersedes all previous agreements by and between the parties and contains the complete and entire agreement and understanding between the parties. No representations, inducements, promises or agreements, written or oral, not expressly set forth herein shall be of any force or effect between the parties.
- b. Should any part of this Agreement be declared invalid by a court or arbitration panel of competent authority for any reason, such invalidity shall not affect the validity of any remaining portions herein which shall remain in full force and effect as if this Agreement had been executed without the invalid portion, and the parties hereby declare that they would have executed the remaining portions of this Agreement without including therein any such invalid part.
- c. Any notice required to be given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified or registered mail or sent by recognized overnight courier service to the other party at the address listed above, or at a different address similarly provided in writing by that party.
- d. No waiver of a breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.

7. Disputes.

- a. If any dispute, controversy or claim arises out of and/or relating to this Agreement or any breach thereof, it shall be settled by binding arbitration administered by the American Arbitration Referral Partner office in Phoenix, Arizona, accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties agree to Phoenix, AZ as being the sole proper venue for any such dispute.
- b. Any arbitration, or action at law or in equity arising out of and/or relating to this agreement shall be filed and held in Maricopa County, Arizona, and Referral Partner agrees to submit to the personal jurisdiction of such forums for resolution.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.
- d. Each party to this Agreement acknowledges that it has had an attorney review and provide advice about this Agreement, or has had the opportunity and finances to do so, that all terms and conditions of this Agreement have been fully negotiated by the parties, that this Agreement shall not be construed as having been drafted by a particular party, but instead was drafted as the result of the parties' mutual negotiations, and that if there is any ambiguity, real or perceived, in any of the provisions of this Agreement, such ambiguity will not be resolved for or against either party by virtue of which party drafted this Agreement.
- e. In the event it becomes necessary for either party to institute any arbitration or action at law or in equity against the other to secure or to protect any rights under this Agreement, the prevailing party shall be entitled to recover in any such proceeding an award or judgment entered therein including such reasonable attorney's fees as may be allowed, together with the expenses and costs of such proceedings, and damages and interest as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written;

CCW: ChildcareWorld.com, LLC REFERRAL PARTNER: _____

By: _____ By: _____

Printed Name and Title Printed Name and Title