



Affiliate Agreement

This Agreement contains the complete terms and conditions which you (the "Affiliate") agree to be bound by as a participant in Wholesale-Direct-First-Aid.com ("WDFa") affiliate program (the "Program") and which shall apply once your application to participate in the Program has been accepted by WDFa.

ARTICLE 1. INTRODUCTION

1.01 WDFa is the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the contents, logos, style, design, look and feel, trade names, trademarks to all literary works, computer software programs, products, website, domain name (URL), goods and services (including and all future versions thereof) currently entitled the ("Product"). Product refers to the singular as well as the plural.

1.02 WDFa intends to sell and distribute the Product electronically and or physically using, in part, third party affiliates who will establish links to WDFa's Web site where the Product will be offered for sale.

1.03 If, in the future, WDFa sells and distributes any other goods or services through the Internet, it may 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.

ARTICLE 2. PARTICIPATION & REPRESENTATION

2.01 WDFa hereby grants to the Affiliate the non-exclusive and revocable right to market and advertise the Product and to establish links to WDFa's Web site, in accordance with this Agreement.

2.02 The Affiliate shall diligently and continuously market and advertise the Product through the Internet or other means, and shall develop, operate and maintain links from its site to WDFa's site at its sole cost and expense.

2.03 The Affiliate represents and warrants to WDFa 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.

ARTICLE 3. AFFILIATE SALES COMMISSIONS

3.01 If, as a result of a direct advertising effort of the Affiliate, a referred customer of the Affiliate or of a member of the Affiliate's team (as defined) orders and pays for the Product or other goods or services sold by WDFa in the future, WDFa shall pay the Affiliate a sales commission determined in accordance with the Affiliate Compensation Schedule which follows this Agreement and which forms an integral part of it. The commission is based upon the paid selling price of the purchased goods or services before tax and excluding shipping fees & returns ("Sales Commission").

3.02 AN AFFILIATE SHALL ALSO RECEIVE A SALES COMMISSION FOR A PRODUCT PURCHASE MADE, DIRECTLY OR INDIRECTLY, BY HIMSELF/HERSELF. WDFa, in its sole and complete discretion may create multiple level compensation plans. In the case of a multiple level compensation plan, an Affiliate's Team means all Affiliates introduced to the Program by the Affiliate in question. In the event that more than one Affiliate claims the same commission for a sale, WDFa shall select the Affiliate which shall receive the compensation.

3.03 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.

3.04 W DFA 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. W DFA shall, on or about the 15th of each month, mail or otherwise transmit the Sales Commission representing the amount payable for the sales completed in the previous month. Sales statistics of the referred transactions, supporting the amount paid, shall be made available on the Affiliate's private site. Affiliates will receive the Sales Commission in US funds. For administrative convenience, if the Sales Commission is less than \$25 dollars in a month, it shall be mailed during a future month when total Sales Commission exceed \$25 dollars. The Affiliate may receive the Sales Commission where the amount in question is less than \$25 dollars by advising W DFA and assuming W DFA's cost of making the payment. If an Affiliate maintains a balance of less than 0 dollars of Sales Commission in a period of 12 consecutive months without asking for payment during that time, the Sales Commission shall be forfeited. Sales Commission overpayments may be deducted from future payments or shall be reimbursed by the Affiliate. Affiliate must submit, in hard copy with original signature, a current IRS Form W-9, a current .pdf version of this form is included in your electronic Affiliate packet. This form must be received and accepted by W DFA for payment and taxation. No Sales Commission will be remitted until this form has been received. Remit form to: W DFA @ 9323 N. Government Way, Suite 118, Hayden, Idaho 83835. Please include a signed hard copy of this Affiliate agreement with your W9 submission, as well as a copy of your State photo ID.

3.05 Upon written request and at the Affiliate's expense, the Affiliate may cause W DFA's books and records to be examined by an independent firm of 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 1000 dollars shall be paid by W DFA. If the examination does not reveal an underpayment as aforesaid, the Affiliate shall compensate W DFA for its reasonable cost to a maximum of 1000 dollars. The firm of 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.

ARTICLE 4. AFFILIATE SITES AND PROMOTION METHODS

4.01 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 harassing, libelous, defamatory, legally obscene or pornographic, threatening, abusive or hateful.

4.02 W DFA shall have the right, but not the obligation, to pre-approve the graphics and logos used on any website 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 W DFA. 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.

4.03 W DFA 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 on this Agreement.

4.04 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 W DFA's products, services 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 plugins such as TopText and Surf+, banner replacement technology such as Gator, browser spawning technology that is not web site dependent. Participation in predatory advertising programs will be cause for the affiliate's immediate termination.

ARTICLE 5. ORDER PROCESSING

5.01 W DFA 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, W DFA 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.

ARTICLE 6. LICENSES AND GOODWILL PRESERVATION

6.01 W DFA 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 W DFA on any site where the Product is mentioned.

6.02 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 W DFA. 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 W DFA so as to enable W DFA to defend, settle or otherwise resolve the claim or allegation in a manner that W DFA deems appropriate in its sole discretion.

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

6.04 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 W DFA

ARTICLE 7. RELATIONSHIP OF PARTIES

7.01 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 W DFA. 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 W DFA nor shall it hold itself out as being an agent of W DFA or as having apparent authority to contract for or bind W DFA

ARTICLE 8. LIMITATION OF LIABILITY

8.01 In no event shall W DFA 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. W DFA shall not be liable for any damages if, for any reason whatsoever, its website fails or is non-operational for any reason whatsoever.

ARTICLE 9. TERM OF THE AGREEMENT

9.01 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 W DFA, it shall automatically forfeit the Sales Commission then receivable or receivable at any time in the future. W DFA 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.

9.02 This Agreement shall automatically terminate if the Affiliate ceases to actively market the Product for a period of 90 days. W DFA shall have the right but not the obligation to terminate this Agreement with an Affiliate whose Sales Commission in a calendar year was in the bottom 20 percent of Sales Commission of all Affiliates in the calendar year in question, by giving the Affiliate 90 days notice of termination. In such cases the Sales Commission owing, representing the sums earned shall be paid even after termination of this Agreement. The Affiliate shall have the right to terminate this Agreement at any time upon written notice to W DFA

9.03 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 WDFFA. Pending the completion of the foregoing, WDFFA may hold in abeyance the Sales Commission.

ARTICLE 10. MODIFICATION AND APPLICATION OF AGREEMENT

10.01 WDFFA 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 Affiliates 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.

10.02 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.

10.03 The Affiliate shall not assign, transfer or convey this Agreement or any part thereof to any other party without WDFFA's consent. WDFFA shall unreasonably refuse such consent.

10.04 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.

10.05 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 WDFFA's Web site(s);
- E-mail communications from WDFFA or from any of its employees, officers or directors;
- Information in the Product, or in marketing/informational documents.

ARTICLE 11. INDEPENDENT INVESTIGATION

11.01 The Affiliate acknowledges that it has reviewed this Agreement and agrees to all its terms and conditions. The Affiliate understands that WDFFA 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.

ARTICLE 12. MISCELLANEOUS PROVISIONS

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

12.02 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.

12.03 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.

12.04 Time shall be of essence of this Agreement.

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

12.06 If a dispute arises under this agreement, both parties agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Idaho. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each party.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Idaho, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

The parties have required that this Agreement and related documents be drafted in English.

AFFILIATE COMPENSATION SCHEDULE

For a sale, which we make as a result of a direct referral by an affiliate, that affiliate will receive a commission fee of 10% US from the selling price of the product sold. This will be net product sale price not to include taxes or shipping (minus returns) This is known as a first-tier referral commission. \$25 referral fee for each new Affiliate you refer (\$25 will be added to your Monthly Commission check the Month after your referred Affiliate reaches \$250 in sales, qualifying them for commission). This is known as a second-tier referral commission.

REJECTION CRITERIA

We will reject anyone who uses marketing techniques that...

- Exploit sex to sell
- Promote violence
- Are hateful in any way
- Are harassing or use spam in any way, shape, or form
- Are libelous or defamatory
- Are threatening or abusive
- Are illegal or on the borderline
- Violate the copyrights or trademarks of others
- Are in such poor taste that we do not want the association.
- Are in any way contrary to the terms or spirit of this Affiliate Agreement.

Affiliate Initials:

Please read the agreement document below before registering.

I accept these terms and wish to register.

For a sale, which we make as a result of a direct referral by an affiliate, that affiliate will receive a commission fee of 10% US from the selling price of the product sold. This will be net product sale price not to include taxes or shipping (minus returns) This is known as a first-tier referral commission. \$25 referral fee for each new Affiliate you refer (\$25 will be added to your Monthly Commission check the Month after your referred Affiliate reaches \$250 in sales, qualifying them for commission). This is known as a second-tier referral commission.

All affiliates will be paid on the 15th of each month. Payment will be paid by check or Paypal. Checks will be written once the commission reaches \$50. Any commissions due for less than \$50 will be rolled over to the next month.

International affiliates must first contact W DFA and get authorization or payment may be forfeited.

1) Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination per the terms of the Affiliate Agreement above. You are only eligible to earn referral fees on sales occurring during the term.

2) Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the website. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

3) Limitation of Liability: We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under to this Agreement.

4) Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (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 WEB SITE. 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.

5) Miscellaneous: This Agreement will be governed by the laws of the United States and the State of Idaho, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Idaho and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Affiliate Initials:

I have Read, Understood and Agree to all Terms & Conditions of the preceding Wholesale-Direct-First-Aid.com ("WDFA") Affiliate Program Agreement;

	Affiliate Completes information on this side
Date:	
Affiliate Signature:	
Affiliate Name:	
Affiliate Company Name:	
Affiliate Street Address	
Affiliate City, State & Zip Code	
Affiliate SSN or EIN:	
Affiliate Email:	
Affiliate Telephone Numbers (Day, Evening & Cellular):	
Affiliate Website where Affiliate intends to Promote WDFA:	
Legal Status of Affiliate (Corporation, Individual, Partnership, etc.):	
Mail to: 9323 N. Government Way Suite 118 Hayden, Idaho 83835	Don't forget to Include: <ol style="list-style-type: none"> 1. A hard copy of this form completed and signed, with each page prior to this page initialed. 2. A current, signed, and true IRS form W-9 3. A copy of your State photo ID