



## **Platinum Partners Agreement**

**The following are the terms and conditions of participating in the Platinum Partners Program. "Partner" refers to you, "Second-level partner" refers to any partner enrolled by yourself and "Platinum" refers to the Platinum Synergy Group Inc.**

**Platinum Synergy Group Inc is located at 10 Washburn Drive, Kitchener, ON N2R 1S2 Canada.**

## **Terms of Agreement**

This agreement remains effective until either party agrees in writing to cancel.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the partner may be withheld for a reasonable time in order to ensure that the correct amount is paid.

## **Independent Contractor (Partner)**

The relationship between The Platinum Synergy Group Inc. and Partner established by this Agreement is that of independent contractors. Platinum and partner shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Partner" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for Platinum under this agreement.

## **Partner Commissions and Payments**

Platinum will pay the partner a 20% commission of each service sold which is identified by a visitor completing the sign up form on your personal Platinum Website. Each partner may signup second-level partners and receive a commission for each of the second level partner's sales. This commission will be 10% for of each second-level partner sale.

Partner commission shall be paid by a check issued by the Platinum Synergy Group approximately every 30 days, approximately 15 days after the prior period. Platinum reserves the right to modify the payment schedule as long as notice is posted to the Web site. If commission does not exceed \$100 USD for prior period, Platinum reserves the right to hold payment until commissions accumulate to \$100 USD or more.

If a partner has an outstanding debt with the Platinum Synergy Group, Commission monies will be applied to the debt prior to issuing a commission check.

## Use of Material

Authorized Partners may use Platinum trademarked logos to identify their relationship with Platinum in high-quality print, multimedia, and specialty advertising. Approved usage of Platinum Logos includes: hats, clothing, signs, posters, forms, direct mail, trade show graphics, advertisements, business cards, and on a Web site.

### Prohibited Uses of Platinum Logos

- Platinum logos may not be imitated, or used as a design feature in any manner.
- Platinum Logos may not be used in a manner that would disparage or minimize The Platinum Synergy Group Inc. or its products or services.
- Platinum Logos must be used as provided by Platinum with no changes, including but not limited to changes in the color, proportion, or design; or removal of any artwork or trademark symbols. The Logo may not be animated, morphed, or otherwise distorted in perspective or appearance. You should not use Platinum Logos unless you are using Platinum approved art, are certain you are using it correctly, and are authorized to do so. Please submit all artwork for approval to [design@platinumsynergy.com](mailto:design@platinumsynergy.com).

## Affiliate Websites

### Platinum Provided Partner Websites

Platinum will provide all partners with their own personal Self-replicating website which can be used for promoting and attracting new customers. The Partner is solely responsible for insuring that their Personal Website is setup properly with accurate contact information to qualify for commissions.

### Platinum's Proprietary Rights

The Partners Site, the Services and/or the Materials contain information that is protected by copyrights, trademarks, trade secret laws, service marks, patents and/or other proprietary rights and laws (collectively, "Intellectual Property Laws"). In addition, the Content contained within the Site or other Materials or in sponsor advertisements, in information presented to you through the Site, the Services and/or the Materials or in information presented to you by advertisers is protected by Intellectual Property Laws. You agree not to modify, rent, lease, loan, sell, record, distribute or create derivative works based on the Site, the Services and/or the Materials, in whole or in part, unless authorized by us, in writing, to do so.

### Personal Sites Created by Partners

Platinum Partners may have their own personal sites. Each Partner must ensure that any content located on such personal is accurate and that it fully complies with all of the terms of this agreement, policies and procedures, and all applicable federal and state rules and regulations. PLATINUM HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO ANY PERSONAL WEB SITE MAINTAINED BY ANY PLATINUM PARTNER. LIABILITY IS STRICTLY THAT OF THE PARTNER.

## Email Marketing Policy

When using any e-mail address associated with you on or through the Site you agree not to transmit to any person or entity:

- any Content that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, harmful, harassing, tortuous, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights;
- any trade secret; or
- any computer code, files or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security of or limit the functionality of any device.

In addition:

- Spamming is strictly prohibited. Spam is defined for this purpose as sending an unsolicited message to any persons, entities, newsgroups, forums, e-mail lists or other groups or lists unless prior authorization has been obtained from the e-mail recipient who explicitly permits sending e-mail communication to them, or unless a business or personal relationship has already been established with the e-mail recipient.

IF YOU ARE "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING A PLATINUM SERVICE, PLEASE CONTACT US PROMPTLY AT [SPAM@PLATINUMSYNERGY.COM](mailto:SPAM@PLATINUMSYNERGY.COM)

- you may not use of false headers in e-mails or falsifying, forging or altering the origin of any e-mail in connection with Platinum services.
- if a person or entity indicates that they do not want to receive e-mail, you agree not to send e-mail to such person or entity. If a person initially agrees to receive e-mail, but later asks to stop receiving e-mail, you must abide by that request.
- You may not engage in any of these activities by using the service of another provider, email service or otherwise.

## Termination / Modification

At any time and for any reason, we may terminate your Platinum Partnership and access to the partner sites provided the Services and/or the Materials. At any time and for any reason, we may modify or discontinue providing the partner site, the Services and/or the Materials, or any part thereof, with or without notice to you. You shall not hold us responsible or liable for any direct, indirect, incidental, special, consequential or exemplary damages due to our modification or discontinuation of the partner site, the Services and/or the Materials or our termination of your access to the Site, the Services and/or the Materials.

If a Partner has canceled their partnership with Platinum, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Partner.

## Disclaimer

Platinum will make every reasonable effort to track and pay commissions for all sales that apply to partners. However, Platinum is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

Platinum makes no warranties expressed or implied with regard to The Platinum Partners Program except as outlined in this agreement.

## Governing Law

This agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada.

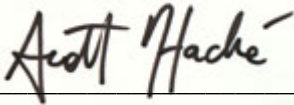
## Damage Limitations

Platinum shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Platinum has been advised of the possibility of such damages. Platinum aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Platinum under this agreement.

The Partner understands that commission tracking can never be 100% accurate and Platinum is not responsible for inaccuracies that might occur beyond its control. It is the goal of Platinum to make partner commission tracking as accurate as possible, however, Platinum cannot guarantee 100% tracking for situations beyond its control.

## Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

<p>The Platinum Synergy Group Inc.</p> <p></p> <p>Name: Scott Hache Title: President / CEO Date: September 27, 2005</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p>
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