



GUARDIAN FINANCIAL SERVICE AFFILIATE CONTRACT

TO BECOME A GUARDIAN FINANCIAL SERVICES AFFILIATE, ALL APPLICANTS MUST AGREE TO THE FOLLOWING TERMS & CONDITIONS, WHICH SHALL CONSTITUTE A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN YOU ("AFFILIATE") AND GUARDIAN FINANCIAL SERVICES LLC.

BY REGISTERING WITH GUARDIAN FINANCIAL SERVICES, AFFILIATE IS AGREEING THAT AFFILIATE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS IN THIS AGREEMENT AND THAT AFFILIATE AGREES TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Compensation

- Compensation will be paid by Guardian Financial Services to affiliate on a monthly residual basis. Affiliates will be paid 25% of the gross residual generated from the approved accounts they refer to Guardian Financial Services.
- Approved Account: An "Approved Account" means any Lead, where the customer is approved for a merchant account from Guardian Financial Services.
- Residuals: The Affiliate shall receive a monthly Residual commission equal to 25% of the gross residual generate from the approved accounts they refer to Guardian Financial Services.
- Affiliate would like the residual payment to be sent to:

Name: _____

Address: _____

2. Method of Payment

- U.S. Domestic Affiliates: After reaching total payments of \$500 within one calendar year, all affiliates are required to submit a W-9 tax form. Failure to submit a W-9 tax form will result in the suspension of all payments until the W-9 tax form has been received by Guardian Financial Services.

3. Cookie Length

- Guardian Financial Services tracks referrals by the use of browser cookies. The life span of the cookie is ninety (90) days, which means that if a user returns to our website within 90 days and contacts us, that referral will still be attributed to Affiliate's account.

4. Self-Referrals

- Affiliates shall not be eligible for a commission on a referral to Guardian Financial Services, directly or indirectly, of an Affiliate, or an entity owned or controlled, in whole or in part, by an Affiliate. No commissions will be payable to any Affiliate for a direct or indirect self-referral, or for any referral Guardian Financial Services determines, in its sole discretion, constitutes a self-referral.

5. SPAM

- We do not permit SPAM of any kind. This includes, but is not limited to:
 - Sending unsolicited emails.
 - Posting to any inappropriate newsgroups that do not allow business content.
 - Using the “Guardian Financial Services” name in any unsolicited communications.

6. Limited License

- Guardian Financial Services grants Affiliate a limited, non-exclusive, non-transferable license, during the term of the Affiliate’s participation in Guardian Financial Services’ Affiliate Program, to use text and images owned by Guardian Financial Services (including any trademarks owned or licensed by Guardian Financial Services) for the sole purpose of marketing, advertising and promoting Guardian Financial Services. Affiliate may not alter or modify any link or banner provided by Guardian Financial Services, or any of Guardian Financial Services’ images in any way without Guardian Financial Services’ express written permission. Guardian Financial Services reserves all of its rights in its trade names, trademarks, and all other intellectual property. The license herein granted to Affiliate shall automatically and immediately cease upon the termination of Affiliate’s participation in the Guardian Financial Services Affiliate Program.
- Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property or technology of Guardian Financial Services to Affiliate; and all rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by Guardian Financial Services shall remain with Guardian Financial Services. Affiliate agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of Guardian Financial Services.

7. Image Display on Affiliate Site

- Affiliate shall not alter, modify or expand the links in any way; however, a Link may be modified and/or expanded with Guardian Financial Services’ written consent. Each Link connecting users of Affiliate’s site to Guardian Financial Services’ site will in no way alter the look, feel, or functionality of Guardian Financial Services’ site. Guardian Financial Services may, in its sole discretion, monitor Affiliate’s site at any time and from time to time to determine if Affiliate is in compliance with the terms of this Agreement.

9. Affiliate Websites

- Affiliate websites will be evaluated according to our internal guidelines and policies. Guardian Financial Services reserves the right to decline any application based on the submitted website.
- Guardian Financial Services reserves the right to remove an Affiliate from the Affiliate Program at any time without prior written notice if Guardian Financial Services determines, in its sole discretion, that an Affiliate's website is unsuitable for the Affiliate Program. Unsuitable sites include, but are not limited to those that contain nudity or pornographic material, promote violence, promote discrimination, promote the use of bulk e-mail or spam, promote illegal activities, or violate intellectual property rights.

10. Disclaimer.

- Guardian Financial Services is not responsible for lost referrals including, but not limited due to:
 - Improper or erroneous tracking implementation by affiliate, including but not limited to the use of iframes, misspelled affiliate URL, multiple URL re-direction, etc;
 - Referred visitor has browser set to not accept cookies; and
 - Referred visitor contacts us after the cookie has expired.

11. Relationship of the Parties

- Each party shall be deemed as independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship. Affiliate will be responsible for all owed taxes on the compensation paid by Guardian Financial Services and will be sent a Form 1099 earnings statement by Guardian Financial Services. Affiliates are referred to as an Affiliate in this Agreement only to identify their rights and obligations hereunder and such Affiliates are not and shall not be an affiliate of Guardian Financial Services for any other purpose. Neither party has the authority to bind the other.

12. Limitation on Liability

- Guardian Financial Services shall not be liable to an Affiliate or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this Agreement or the Guardian Financial Services' services, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits or interruption in use or availability of data), even if such party has been advised of the possibility of such damages. Further, Guardian Financial Services' aggregate liability to any Affiliate arising with respect to this Agreement and under the Affiliate Program will not exceed the total compensation paid or payable by Guardian Financial Services to such Affiliate under this Agreement.

13. Indemnification

- Affiliate shall indemnify and hold Guardian Financial Services harmless from any and all losses, claims, damages, liabilities and expenses, including attorney's fees and costs arising

out of (i) the manner that Affiliate finds Leads and (ii) Affiliate's failure to comply with applicable law.

14. Term and Termination

Guardian Financial Services may terminate this Agreement:

- If, in Guardian Financial Services' sole discretion, Affiliate is deemed to be in violation of any provision of this Agreement;
- Upon the insolvency or dissolution of Affiliate; or Upon the change in control of Affiliate, via the acquisition of Affiliate by another entity.
- If this Agreement is terminated by Guardian Financial Services pursuant to this Section 17, or if Affiliate breaches this Agreement, Guardian Financial Services shall have no further obligations for payment of any compensation to Affiliate under this Agreement.

15. Compliance With Applicable Law

- Affiliate shall fully comply with laws, statutes and federal and/or state regulations in the performance of any activities under this Agreement.

16. Assignment

- Affiliate shall not have the right to assign this Agreement without the prior written consent of Guardian Financial Services. Guardian Financial Services has the right to assign any right, duty, obligation, or interest in this Agreement whatsoever to any party without the written consent of any Affiliate. Nothing in this Agreement is intended to confer any rights or remedies on any entity that is not a party to this Agreement.

17. Modification and Amendment

- Except as otherwise provided herein, Guardian Financial Services may modify any of the terms and conditions in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, but are not limited to, changes in the scope of available commission fees, residual fees, payment procedures, and Affiliate Program rules. If any modification is unacceptable to an Affiliate, the Affiliate's only recourse is to terminate this Agreement. An Affiliate's continued participation in the Affiliate Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change. Affiliate may not amend or waive any provision of this Agreement unless such amendment or waiver is in writing and signed by Guardian Financial Services.

18. Independent Investigation

- Affiliate acknowledges that he/she/it has read this Agreement and agrees to all of its terms and conditions. Affiliate understands that Guardian Financial Services may at any time (directly or indirectly) solicit customer referrals from other parties on terms that may differ from those contained in this Agreement. Affiliate has independently evaluated the desirability of participating in the Affiliate Program and is not relying on any representation, guarantee, or statement other than as set forth in this agreement.

19. Electronic Communications

- Affiliate agrees that all agreements, notices, disclosures and other communications that Guardian Financial Services provides to Affiliate electronically satisfy any legal requirement that such communication be in writing.

20. Governing Law

- This Agreement shall be governed by the interpreted in accordance with the laws of the State of Idaho, without regard to the conflicts of laws and principles thereof. Affiliate consents to the exclusive jurisdiction in the state and/or federal courts located in Boise, Idaho, in any dispute involving this Agreement.

Guardian Financial Services Representative:

Affiliate:

Print Name:

Print Name:

Date: _____

Date: _____