

GoodPawsGoodCause.org TERMS & CONDITIONS

The GoodPawsGoodCause.org Affiliate Program Agreement contains the Terms and Conditions to your participation in the GoodPawsGoodCause.org Affiliate Program.; including conditions for the use of graphical banners and text links from your affiliate web site to our web site, www.GoodPawsGoodCause.org. Please read through the entire agreement and when you're done, complete and submit your application. By submitting your application, you will have agreed to all terms set forth below.

1) Joining the GoodPawsGoodCause.org Affiliate Program - To join, you must be a non-profit organization and submit a complete Affiliate Program application through our site. Our staff will review your application and notify you of your acceptance or rejection within 5 business days. We may reject your application if we determine that your site is unsuitable for any reason, including, but not limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable. If we reject your application, you are welcome to reapply to the Affiliate Program at any time. If we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for our Affiliate Program, we may terminate this Agreement.

Once your application is approved, you will receive an email welcoming you to the program. This email will contain the information on how to upload our banners and/or text links on your site! You will need to email us the HTML address of the page where our website address appears before your affiliate status is confirmed.

2) Promotion of the Affiliate program - As an Affiliate participant, you will have use of a variety of graphical banners and text links, which, subject to the terms of use herein, you may display as often and in as many areas on your site as you desire. These banners and text links will serve to identify your site as a member of our Affiliate Program and will establish a link from your site to ours. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with HTML code to be pasted into your site. You must ensure that you not alter this code in any way, as the reporting functionality can be lost. Good Paws Good Cause is not responsible for damage or loss of commissions due to the alteration of the affiliate code provided.

In utilizing the links, you agree that you will cooperate fully with us in order to establish and maintain such links. You also agree that you will display on your site only those graphical banners and text links that are provided by us, and you will substitute such images with any new images provided by us from time to time throughout the term of this Agreement. All Affiliate Sites shall display such graphical banners and/or text links prominently in relevant sections of their site. All links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. Each banner and link connecting users of your site to the pertinent area of our site will in no way alter the look, feel, or functionality of our site.

* Affiliates must accurately promote GoodPawsGoodCause.org products, prices, promotions and is prohibited from displaying misleading or false information about GoodPawsGoodCause.org, its products or offerings.

3) Good Paws Good Cause Responsibilities - We will be responsible for providing all information necessary to allow you to make appropriate links from your site to our site. We will be solely responsible for processing every order placed by a customer following a special link from your site, for tracking the volume and amount of sales generated by your site, and for providing information to Affiliate Sites regarding sales statistics. We will be responsible for order entry, payment processing, shipping, cancellations, returns, and related customer service.

4) Commission Amounts - You will receive **15% per retail sale** transaction (wholesale items and gift certificates not applicable) as a commission from orders placed through your Affiliate Site. The 15% fee will be calculated on the actual cost of the item or items purchased, excluding all taxes, shipping and/or handling fees. A copy of the tracking report for sales generated by the Affiliate will accompany payment.

For a sale to generate a commission to an Affiliate, the customer must complete the order form, remit full payment for the service ordered and have their installation completed. You will receive 15% for orders

placed through the Affiliate Sites which you have sponsored into the GoodPawsGoodCause.org Affiliate Program. Affiliate commissions will only be paid on sales which are made through qualified Affiliates. In order to qualify for commissions for sales in any given month, an Affiliate must sell at least one order during that month.

5) Commission Payment - Fees will be paid on a monthly basis by a company check from Good Paws Good Cause, LLC. Payment for sales totaling less than \$100.00 will not be issued, but added to the next month's payment for the previous month's applicable sales. Such commission checks and statements of activity will be sent approximately 15 days after the end of each month and will be paid in US Dollars only. Any returned checks, chargebacks, or fees from a returned order will be adjusted in the following fee payment. If no fee payment is due the affiliate will be notified by email, mail or facsimile. ***Please note that NO COMMISSION is paid on your original purchase of GoodPawsGoodCause.org items or services. In other words, you cannot buy from yourself or be your first purchase for the sole purpose of discounting your own product purchase.**

6) Taxes: You are responsible for the payment of all taxes related to the commissions You earn under this Agreement. In compliance with tax laws, Good Paws Good Cause, LLC will issue a Form 1099 to affiliates whose earnings meet or exceed the applicable amount warranting the Form 1099.

7) Policies and Pricing - Customers who buy GoodPawsGoodCause.org products through the Affiliate Program will be deemed to be customers of Good Paws Good Cause, LLC. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and GoodPawsGoodCause product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for GoodPawsGoodCause products sold under the Affiliate Program in accordance with our own pricing policies. Prices and availability of GoodPawsGoodCause products may vary from time to time. Because price changes may affect products that you already have listed on your site, you may not include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

8) Publicity - You shall not create, publish, distribute, or permit any written material that makes reference to us without first submitting such material for review and receiving our written consent, which we agree shall not be unreasonably withheld.

9) Licenses and Use of the Good Paws Good Cause, LLC. Logos and Trademarks

(a) WE GRANT YOU A NON-EXCLUSIVE, NONTRANSFERABLE, REVOCABLE RIGHT TO (i) ACCESS OUR SITE THROUGH THE LINKS SOLELY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND (ii) SOLELY IN CONNECTION WITH SUCH LINKS, TO USE THE GOOD PAWS GOOD CAUSE TRADEMARKS AND LOGOS (FUR A CURE, FUR A HOME®, FUR THE EARTH®) AND SIMILAR IDENTIFYING MATERIAL RELATING TO US (BUT ONLY IN THE FORM(S) THAT THEY APPEAR PER OUR AFFILIATE PROGRAM) (COLLECTIVELY, THE "LICENSED MATERIALS"), FOR THE SOLE PURPOSE OF LINKING YOUR SITE TO OUR SITE, WHERE YOUR USERS CAN PURCHASE GOOD PAWS GOOD CAUSE PRODUCTS. YOU MAY NOT ALTER, MODIFY, OR CHANGE THE LICENSED MATERIALS IN ANY WAY. YOU ARE ONLY ENTITLED TO USE THE LICENSED MATERIALS TO THE EXTENT THAT YOU ARE A MEMBER IN GOOD STANDING OF THE AFFILIATE PROGRAM.

(b) You shall not make any specific use of any Licensed Materials for purposes other than selling GoodPawsGoodCause products on your site for Good Paws Good Cause, LLC, without first submitting a sample of such to us and obtaining the prior written consent from us, which consent shall not be unreasonably withheld. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. You hereby acknowledge our exclusive ownership of and rights to use the Licensed Materials and agree that all goodwill arising from use of the Licensed Materials shall inure to our benefit. We may revoke your license at any time, by giving you written notice. (c) You grant to us a non-exclusive license to utilize your names, titles, and logos (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner our rights thereunder; provided, however, that we shall not be required to so advertise, market, promote, or publicize. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

10) Your Site Responsibilities - You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; creating and posting product reviews, descriptions, and references on your site and linking those descriptions to our products; the accuracy and propriety of materials posted on your site (including, but not limited to, all Good Paws Good Cause Product-related materials); ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability for all such matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. You hereby agree that your site will not, in any way, copy or resemble the look and feel of our site nor will you create the impression that your site is our site or is a part of our site, nor will you frame any page on the GoodPawsGoodPaws site being viewed by a user of your site who links to the GoodPawsGoodCause site through a link. You also hereby agree that your site will not contain any content of our site or any materials which are proprietary to GoodPawsGoodCause, except (i) with our prior permission, or (ii) materials which are obtained by you via GoodPawsGoodCause, in accordance with the provisions hereof or the policies or instructions thereon. You further hereby agree that (i) your domain name does not and will not contain the words "GoodPawsGoodCause," and/or "Fur A Cure" "Fur A Home" or "Fur The Earth" or any variation thereof (collectively, the "GoodPawsGoodCause marks"), and (ii) that you will not purchase or otherwise contract with a third party to exploit any of the GoodPawsGoodCause marks for the purpose of causing the Affiliate site to appear as a search result or for any other reason.

11) Anti-Spam Policy: By accepting the Good Paws Good Cause Affiliate Agreement Terms and Conditions you also agree not to promote your affiliate status through any of the following means.

- Sending unsolicited e-mail for commercial purposes (aka "SPAM")
- Posting a single article or advertisement, about which we receive multiple complaints, to Usenet or other Newsgroups, forums, e-mail mailing lists or other similar groups or lists
- Posting to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles that are off-topic
- Engaging in any of the foregoing activities using the service of another provider, but channeling such activities through a service provided by GoodPawsGoodCause.org (such as using an GoodPawsGoodCause supplied mailbox as a mail drop, or referring to a URL hosted on our server)
- Falsifying user information, including the falsification of e-mail return addresses

Good Paws Good Cause, LLC considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by the Terms and Conditions of the services offered by GoodPawsGoodCause. Engaging in one or more of these practices may result in:

- Termination of the offender's account and/or access to services provided by GoodPawsGoodCause.org
- Dropping of mail messages that do not contain the proper and necessary information
- Informing any or all authorities of offender's actions upon receipt of appropriate subpoena
- Informing any or all recipients of offender's SPAM of the personal and public information of the user
- Forfeiture of any commissions due to you as a Good Paws Good Cause Affiliate

NOTE: This Anti-Spam Policy is based on the Anti-Spam Policy of our Internet Service Provider. We will immediately notify authorities of any actions taken in regard to this Anti-Spam Policy. We reserve the right to implement any and all of the above actions as it may deem appropriate at any time, without limitation, in regard to upholding this Anti-Spam Policy. However, by not implementing a specific action, Good Paws Good Cause, LLC is not implying consent, lack of wrongdoing by the offender, nor limiting its response in the future. Nothing contained in this policy shall be construed to limit the actions or remedies of Good Paws Good Cause, LLC in any way concerning the foregoing activities.

12) Term of the Agreement - The term of this Agreement will begin upon our acceptance of your Affiliate Program 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 30 days written notice of termination. Upon termination of this Agreement for any reason, you will immediately cease use

of, and remove from your site, all links to our site, and all GoodPawsGoodCause trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Affiliate Program. You are only eligible to earn commission on sales occurring during the term, and commissions earned through the date of termination will remain payable only if the related GoodPawsGoodCause product orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13) Modification - We may modify any of the terms of use contained in this Agreement at any time, in our sole discretion, by posting a change notice or new agreement on our site. Modifications may include, but are not limited to, changes in the scope of available commissions, commission duration for affiliate referred customers, commission schedules, payment procedures, and affiliate program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR 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.

14) Relationship of Parties - You and Good Paws Good Cause, LLC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.

15) Disclaimers - We make no express or implied warranties or representations with respect to the Affiliate Program or any GoodPawsGoodCause products sold through the Affiliate Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

16) Representations and Warranties - You hereby represent and warrant to us as follows: (a) This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms. (b) The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties. (c) You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. (d) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby. (e) There is no pending or, to the best of your knowledge, threatened claim, action, or proceeding against you, or any affiliate of yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to the Affiliate Trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding. (f) You are an adult of at least 18 years of age.

17) Confidentiality - Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or

administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

18) 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 AFFILIATE 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 AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

19) Indemnification - You hereby agree to indemnify and hold harmless Good Paws Good Cause, LLC. and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS OF USE. 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 AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

20) Miscellaneous - This Agreement will be governed by the laws of the United States and the State of Pennsylvania, 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 the State of Pennsylvania, 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 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 a provision or any other provision of this Agreement. If a court having competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

By submitting this form, you acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.