

ATMGurus Affiliate Partner Agreement

This ATMGurus Affiliate Program Agreement (the "Agreement") sets forth the terms and conditions regarding the ATMGurus Affiliate Program (the "Program") of ATMGurus.com. ("ATMGurus").

BY SELECTING THAT YOU HAVE READ THE TERMS OF AGREEMENT AT THE END OF THE AFFILIATE APPLICATION, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) (THE "AFFILIATE") AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

1. Definitions. Capitalized terms in this Agreement will have the meanings set forth below or attributed to them in various sections of the Agreement. Notwithstanding anything in this Agreement or the ATMGurus Site to the contrary, use of the term "Affiliate" in this Agreement shall not be interpreted or construed to mean that any party to this Agreement is a "Affiliate" of any other party for purposes of any federal and state securities laws.

"Affiliate Originated Visitor" means a new, unique end-user who accesses the ATMGurus Site for the first time through an Affiliate Link on the Affiliate Site.

"New Customer" means a person or company that has never previously purchased products or services via atmgurus.com

"ATMGurus Site" means the ATMGurus World Wide Web site which is the destination of the URL included by ATMGurus in the Link.

"Intellectual Property Rights" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

"Link" means a hypertext and/or graphical link, to or from one Web site to another Web site which allows an Affiliate Originated Visitor to automatically transfer from the Affiliate Site to the ATMGurus Site.

2. Enrollment in the Program. To begin the enrollment process, Affiliate will submit and complete Affiliate Program application via Affiliates.atmgurus.com. ATMGurus will evaluate Affiliate's application and notify Affiliate of its acceptance or rejection of the application. ATMGurus may reject the application and reserves the right to terminate this Agreement for any reason in its sole discretion with or without notice to Affiliate including, but not limited to, a determination that the Affiliate Site is unsuitable for or incompatible with the Program.

3. Links. Affiliate agrees to promptly post at least one Link (the "Affiliate Link(s)"), which links to the ATMGurus Site at one (or more) Web sites owned or operated by Affiliate (the "Affiliate Site(s)") in no event later than five (5) business days following ATMGurus's acceptance of Affiliate into the Program. Affiliate Links may not be placed in newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks. Any Affiliate Link placed must be done so in such a way that it is not misleading to any Affiliate Originated Visitor and done so with the intention of delivering users to the ATMGurus Site for that Link. Affiliate acknowledges that the

Affiliate Site will include the ATMGurus Web ad banners, and Affiliate has no right to alter, or customize the banners. ATMGurus may change banner art without notice. Affiliate will not use or display the Link(s) or ATMGurus banner in a manner that is defamatory, misleading, libelous, and obscene or otherwise potentially damaging to the reputation of ATMGurus, or the goodwill associated with the ATMGurus Brand.

4. Affiliate Obligations and Restrictions. Affiliate will be solely responsible for the development, operation and maintenance of Affiliate Site and for all materials that appear on Affiliate Site, including but not limited to: (a) the accuracy and appropriateness of materials posted on Affiliate Site; and (b) ensuring that materials posted on Affiliate Site do not violate or infringe upon the rights of any third party. Affiliate agrees to refrain from the following: (a) purchasing and/or using domain name(s) that incorporate any portion of the ATMGurus Features; (b) purchasing any search engine keywords that outrank and/or outbid any of the ATMGurus Features; (c) identifying the Affiliate site as an "official site" ("Affiliate" or "authorized Affiliate" are permitted uses); and (d) changing any ATMGurus Product price and/or offering any additional Affiliate discounts or rebate on any ATMGurus Product. Affiliate hereby agrees to indemnify, defend and hold harmless ATMGurus, its shareholders, officers, directors, employees, agents, Affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including, without limitation, attorneys' fees) arising from the development, operation, maintenance and contents of Affiliate Site.

5. Competitive Services. If Affiliates application is accepted by ATMGurus, ATMGurus prefers that Affiliate not be an affiliate or otherwise promote, market or sell any products that are competitive with ATMGurus. If Affiliate does market competitive products and services, Affiliate agrees to place Affiliate's link, banners, and any other content identifying ATMGurus and/or describing ATMGurus' products and services (the "Content") in a location and in a manner on the Affiliate's Site that is equal to or better than the location and manner in which Affiliate places a competitor's content.

6. Order Processing. ATMGurus will process orders placed by users who follow the Links from Affiliate's Site to ATMGurus Web Site. ATMGurus reserves the right to reject or withhold acceptance or fulfillment of orders for any reason or for no reason in its sole discretion, including but not limited to the failure of any customer making an order to comply with the terms and conditions of sale prescribed by ATMGurus, (which may be revised periodically without notice to Affiliate). ATMGurus will be responsible for all aspects of order processing and fulfillment. The amount of sales generated using the Affiliate Links from Affiliate Site to ATMGurus Site will be tracked by ATMGurus.

To permit accurate tracking and reporting, Affiliate must ensure that the Links between Affiliate Site and ATMGurus Site are properly formatted and are maintained.

7. Commissions.

Qualifying Event:	Commission Rate:
Initial order from New Customer	5% (net of initial order)
Repeat orders from a New Customer	2% (net of total sale)

8. Compensation. ATMGurus will pay Affiliate a commissions (the "Commissions") at the rates provided in Section 7. The Commission will not be earned until ATMGurus has collected valid funds from the customer. On a bi-monthly basis, ATMGurus will provide Affiliate payment via credit to be applied against orders made by

Affiliate to ATMGurus (“ATMGurus Credit”) as Commissions earned during the previous two-month (2-month) period. If Affiliate desires to receive payment by a method other than ATMGurus Credit, then Affiliate should contact ATMGurus for an alternative payment method, which may be denied for any reason whatsoever. Any payment other than ATMGurus Credit will in no event be more than fifty percent (50%) of the Commissions that are stated in Section 7. The amount of sales used to calculate the Commissions shall be reduced by any other fees or reduction for returns that ATMGurus is required by law to withhold, and excluding fraudulent, redundant, or non-qualifying. Affiliate may be taxed on the accrual of Commissions, depending on the tax laws of Affiliate's federal, state, and local jurisdictions. Affiliate shall be responsible for any and all tax liability arising out of Affiliate's accrual or receipt of Commissions and Affiliate hereby agrees to indemnify and hold ATMGurus harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from such tax liability.

9. License Grant. Once Affiliate is accepted in the Program, Affiliate is hereby granted a limited non-exclusive license in the ATMGurus Banners and the trademark ATMGurus, which may only be used as provided in a manner consistent with this Agreement. Affiliate is only entitled to use the ATMGurus Banners and ATMGurus to the extent that the Affiliate is a member in good standing in the Program. ATMGurus reserves the right to terminate the license(s) granted hereby at any time in its sole discretion, and upon such termination, Affiliate shall cease any use of the ATMGurus Banners, the trademark ATMGurus or the Intellectual Property Rights related thereto.

10. Reservation of Rights. ATMGurus reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. ATMGurus retains all right, title, and interest in and to the trademark ATMGurus, the ATMGurus Banners, and the ATMGurus Site, together with all Intellectual Property Rights related to or derived therefrom, now or in the future. In addition, ATMGurus shall establish all ATMGurus product pricing and associated fees. ATMGurus may, in its sole discretion, change the ATMGurus product pricing with or without notice in its sole discretion.

11. Program Information. ATMGurus will own all right, title and interest in and to all information that is created or collected in the operation of the ATMGurus Site including, without limitation: (i) any contact information collected from any Affiliate Originated Visitors, (the "Contact Information"); and (ii) any information collected about product sales at the ATMGurus Site generated through the Affiliate Link(s), (the "Sales Information"). ATMGurus (will/can) not share contact information to Affiliates and/or other third parties. ATMGurus will make certain Sales Information available to Affiliate from time to time for the limited purpose of calculating the Commissions. Affiliate will not disclose any Sales and Marketing Information to any third party without ATMGurus's prior written approval. Each party shall comply with its respective privacy policies and statements in handling, using and disclosing any Contact Information and Sales Information.

12. Termination. This Agreement will become effective on the Effective Date and ends when terminated by either party in accordance with this Agreement. This Agreement may be terminated (i) by ATMGurus, with or without cause, and with or without notice to Affiliate at any time in its sole discretion, and (ii) by Affiliate, with or without cause, by removing the ATMGurus Banner from the Affiliate Site, and notifying ATMGurus of its intention to terminate the Agreement. Upon termination or expiration of the Agreement: (i) all licenses granted herein shall terminate; (ii) Affiliate shall immediately remove any Affiliate Link(s) and ATMGurus Banners from Affiliate Site; (iii) ATMGurus will pay or credit Affiliate any accrued and unpaid Commissions; and (iv) Sections 14, 15, 16, 17, 18, and 20 and this sentence will survive the termination of this Agreement. If ATMGurus should terminate this Agreement because Affiliate is in breach of a material term, ATMGurus may withhold Commissions payable to Affiliate in an amount equal to the amount by which ATMGurus believes in good faith

that it has been damaged by such breach, including prospective damages and damages resulting from claims by third-parties caused by such breach.

13. Modification. At any time and in ATMGurus's sole discretion, ATMGurus may modify any of the terms and conditions contained in this Agreement by (i) posting a change notice or a new agreement on Affiliates' affiliates.atmgurus.com and/or (ii) e-mailing a revised agreement to Affiliate. If any modification is unacceptable to Affiliate, Affiliate's only recourse is to terminate this Agreement. Affiliate's continued participation in the Program following ATMGurus's posting of a change notice or new agreement on atmgurus.com and/or Affiliate's receipt of a revised agreement will constitute binding acceptance of the modification.

14. Disclaimer. **THE ATMGURUS SITE AND RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, AND ATMGURUS EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ATMGURUS SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ATMGURUS MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF ATMGURUS'S SITE, OR BE FREE'S PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY AFFILIATES SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ATMGURUS SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. ATMGURUS SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF AFFILIATES CUSTOMERS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF ATMGURUS'S PRODUCTS.**

15. Limitation of Liability. **UNDER NO CIRCUMSTANCES WILL ATMGURUS BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE PROGRAM. WITHOUT LIMITING THE FOREGOING, ATMGURUS'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO AFFILIATE UNDER THIS AGREEMENT.**

16. Authority. If the person entering into this Agreement is acting on behalf of his or her company, such person represents to ATMGurus that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Affiliate, that this Agreement has been duly authorized by Affiliate and that this Agreement will constitute the legal, valid and binding obligation of Affiliate. Such person hereby agrees to indemnify and hold ATMGurus harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Agreement. If the person entering into this Agreement is acting on one's own behalf, such person represents to ATMGurus that he or she is an individual, 21 years of age or older.

17. Publicity. Affiliate shall not create, publish, distribute, or permit any written material that makes reference to ATMGurus without first submitting such material to ATMGurus and receiving written consent from ATMGurus.

18. Relationship of Parties. Affiliate and ATMGurus are independent contractors, and nothing in this Agreement will create any joint venture, agency, franchise, sales representative, or employment relationship, or

the relationship of principal and agent between the parties. Affiliate will have no authority to make or accept any offers or representations on ATMGurus's behalf. Affiliate will not make any statement, whether on Affiliate Site or otherwise, that reasonably would contradict anything in this Section. Affiliate, as an independent contractor, will have sole responsibility for its expenses, employees, sales representatives and agents.

19. Communications. Affiliate agrees that by becoming a ATMGurus Affiliate, ATMGurus will be permitted to contact Affiliate on a periodic basis with information about ATMGurus's Affiliate programs.

20. Miscellaneous. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee without reference to conflicts of laws, provisions, and any legal proceeding arising out of this Agreement will occur in Shelby County, Tennessee. This Agreement contains the entire agreement between ATMGurus and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between ATMGurus and Affiliate with respect to the subject matter hereof.

21. Notice. Any notice to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. The date of receipt shall be deemed the date on which such notice is given. Notice to ATMGurus will be directed to ATMGurus, 7585 AE Beaty Dr., Suite 101 Bartlett, TN 38133 USA, Attn: Legal, Phone: 1-888-7-ATMGurus (1-888-728-6487). Notice to Affiliate shall be directed to the address and contact information contained in the Affiliate's application.

22. Assignment. Affiliate may not assign this Agreement, by operation of law or otherwise, without ATMGurus's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assigns.

23. Independent Investigation. **AFFILIATE AND ANY PERSON ACTING ON BEHALF OF AFFILIATE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. ATMGURUS UNDERSTAND THAT ATMGURUS 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 AFFILIATE'S WEB SITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.**