

INTERUSH INDEPENDENT AFFILIATE MEMBERSHIP AGREEMENT

This Interush Independent Affiliate Membership Agreement (the "Agreement") is a legal contract between Interush, Inc., a California corporation ("Interush") and the undersigned individual desiring to become an Interush Independent Affiliate Member ("Affiliate") in the Interush Independent Affiliate Program (the "Interush Program"). Interush or Affiliate may be referred to as collectively as "Parties" or individually as a "Party" in this Agreement. This Agreement will become effective when it is accepted online by the Affiliate and confirmed on the Interush Program website (the "Effective Date").

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Interush and Affiliate, hereby agree as follows:

1. Additional Agreements and Interpretation.

The Interush Affiliate Member Policies and Procedures ("Policies & Procedures") and the Interush Affiliate Member Bonus Program ("Bonus Program") are made a part of this Agreement by this reference, and together with this Agreement sets forth the entire agreement between Interush and Affiliate relating to Affiliate's membership in the Interush Program and all prior agreements relative thereto which are not contained herein are hereby terminated. In the event of a conflict between the provisions of this Agreement and either the Policies & Procedures or the Bonus Program, the terms in this Agreement shall control. Moreover, in the event of a conflict between the English language version of this Agreement and that in any other language, the terms of the English language version of this Agreement shall govern.

2. Affiliate Membership.

(a) Affiliate's membership in the Interush Program shall become effective upon Affiliate's online acceptance and confirmation on the Interush Program website. Interush reserves the right, in its sole discretion, to decline to accept any Agreement.

(b) Upon Affiliate's online acceptance and confirmation on the Interush Program website, Affiliate shall be entitled to the following:

- (i) The right to access and use certain products and services offered as part of the Interush Program.
 - (ii) The right to enroll other individuals as independent Interush Program affiliate members.
 - (iii) The right to receive commission payments in accordance with the Policies & Procedures and Bonus Program.
 - (iv) Such other rights that Interush may agree to in writing to Affiliate during the term of this Agreement.
- (c) Notwithstanding the foregoing, Affiliate acknowledges and agrees that Interush may terminate or modify access to any products or services it offers to Affiliate upon forty-five (45) days written notice.

3. Term and Termination.

(a) The term of this Agreement shall commence as of the Effective Date and shall continue unless terminated in accordance with Section 3(b) below.

(b) The Agreement may terminate in the following circumstances:

- (i) Affiliate may terminate this Agreement at any time upon written notice to Interush at address set forth in Section 7 below or through the Interush Program's Personal Office Management System.
 - (ii) Interush may terminate this Agreement in the event Affiliate materially breaches any of the terms and conditions of this Agreement.
- (c) Termination of this Agreement shall void Affiliate's right to accrue any further compensation from Interush pursuant to the Agreement, whether or not the sales for any bonuses or commissions have been completed as of the effective termination date. Moreover, upon such termination Affiliate will lose all of Affiliate's rights to Affiliate's down-line marketing organization. Notwithstanding the foregoing, the Parties' obligations under this Agreement, which by their nature would continue beyond the termination of this Agreement, shall survive the termination of this Agreement.

4. Representations, Warranties and Covenants of Affiliate.

Affiliate represents and warrants to Interush that:

- (a) Affiliate has the authority and capacity (including being of a legal age to enter into a binding contract under applicable law), to enter into this Agreement and to perform Affiliate's obligations in accordance with the terms hereof;
- (b) Affiliate has read and understood the terms of this Agreement, and agrees to comply with all of Affiliate's obligations described in this Agreement;
- (c) Affiliate shall comply with all applicable laws, rules and regulations in connection with Affiliate's participation in the Interush Program;
- (d) Affiliate is a foreign person for purposes of the United States tax system and if requested by Interush shall promptly provide evidence of such foreign person status, including delivering a W-8BEN form ("Certificate of Foreign Status of Beneficial Ownership for United States Tax Withholding") or such other documents as may be reasonably requested by Interush to comply with applicable law;
- (e) Affiliate shall not use proprietary trade names, trademarks or other copyrighted materials of Interush, its affiliated entities or any third parties in connection with the Interush Program without the prior written consent of Interush. Interush and its affiliated entities have proprietary rights to its Affiliate network and lists of Affiliate names and other confidential business and financial information of Interush. Affiliate will not use any Interush networks, Affiliate lists, or other confidential information to promote the sale or use of any products or services, other than those offered through Interush and only in compliance with the terms of this Agreement. Affiliate agrees that any unauthorized disclosure of such confidential information, including to Affiliate's spouse or immediate family or household member (if not a co-applicant) shall constitute a material breach of this Agreement. Affiliate will not repack, re-label or sell Interush's products or services under name or label not authorized in writing by Interush;
- (f) Affiliate shall conduct himself/herself/itself in a legal and ethical manner at all times in connection with the Interush Program. Affiliates acknowledges and agrees that no statements or representations whatsoever may be made regarding Interush products or services other than those contained in official company material, nor will Affiliate make claims regarding the potential income or earnings of the Interush Program other than what is stated in official Interush literature;
- (g) Affiliate is solely responsible for training and supporting any independent affiliate members who Affiliate sponsors to enroll in the Interush Program; and
- (h) Affiliate shall solely be responsible for all expenses relating to Affiliate's participating in the Interush Program, including without limitation, food, lodging, entertainment, phone and general business expenses.

5. Disclaimer of Warranties and Limitation of Liability.

(a) Disclaimer of Warranties.

- (i) Affiliate expressly understands and agrees that Affiliate's use of products and services offered through the Interush Program is at Affiliate's sole risk and that such products and services are provided "AS IS".
 - (ii) In particular, Interush, its subsidiaries and affiliates, and its licensors (if applicable) do not represent or warrant to Affiliate that:
 - (1) Affiliate's use of any such products and services will meet your requirements;
 - (2) Affiliate's use of such products and services will be uninterrupted, timely, secure or free from error;
 - (3) Any information obtained by Affiliate as a result of Affiliate's use of the services or products will be accurate or reliable; and
 - (4) That defects in the operation or functionality of any products or services provided to Affiliate will be corrected.
 - (iii) Any products or services obtained in connection with the Interush Program is done at Affiliate's own discretion and risk and Affiliate will be solely responsible for any damage to Affiliate's computer system, device or other property, or loss of data that results from such products or services.
 - (iv) No information, whether oral or written, obtained by Affiliate from Interush or through or from the products or services create any warranty not expressly stated in this Agreement.
 - (v) INTERUSH FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) Limitation of Liability. Interush nor any of its affiliates shall be liable to Affiliate for indirect, incidental, punitive, special or consequential damages under this Agreement, regardless of the theory of liability (including negligence). In no event shall Interush's aggregate liability under this Agreement to Affiliate or any third party, whether in contract, tort (including negligence), strict liability, or any other legal theory, exceed the commission fees paid by Interush to Affiliate in the ninety (90) days immediately preceding the calendar month in which the subject claim arises. The limitations set forth herein apply even if a party has been advised beforehand of the possibility of such damages or for a claim of any third party, and notwithstanding the failure of the essential purpose of any limited remedy.

6. Indemnification.

Affiliate shall indemnify Interush, its shareholders, officers, directors, agents, employees, and assigns (each, an "Indemnified Party"), and undertake to defend and hold the Indemnified Party harmless from and against any claim, demand, suits, cause of action, losses, penalties, obligations, liabilities, damages, and expenses (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement) claimed by any person or entity related to, caused by, arising from or on account of the Affiliate's failure to comply with any covenant, provision or agreement contained in this Agreement.

7. Miscellaneous.

- 7.1 Governing Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of California, and without reference to its principles of conflicts of law.
- 7.2 Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration administered hereunder shall be conducted in English and take place in Irvine, California. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees and costs of the prevailing party.
- 7.3 Nature of Relationship; No Agency. Each Party is and for all purposes shall be deemed to be an independent contractor with respect to the performance of its obligations and duties under this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, agency or any other similar arrangement between the Parties whatsoever. Neither Party shall have the authority to assume or create obligations on behalf of the other Party, and neither Party shall take any action that has the effect of creating the appearance of its having such authority. This Agreement shall not be deemed to constitute either Party to be the agent of the other Party.
- 7.4 Successors and Assigns; Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any right hereunder may be assigned by Affiliate (by operation of law or otherwise) without the prior written consent of Interush.
- 7.5 Amendments. Affiliate may not amend or modify this Agreement without prior written consent from Interush, which may be withheld or conditioned in Interush's sole and absolute discretion. Any amendment or modification which is not so approved will be void. Furthermore, Affiliate acknowledges and agrees that this Agreement may be amended from time to time by Interush in its sole and absolute discretion upon forty-five (45) days written notice and any such amendment will automatically apply to Affiliate. Notification of any such amendments shall be published on the Interush website and relevant materials sent to all Affiliates to their last known address. Affiliate's acceptance of bonuses or commissions thereafter shall constitute Affiliate's acceptance of any and all such amendments or modifications.
- 7.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 7.7 Waivers. The failure at any time of any Party to require performance by any other Party of any responsibility or obligation provided for in this Agreement shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any succeeding breach of the same or any other obligation itself.
- 7.8 Disclaimer. In connection with affiliate enrollment and continuing membership, Interush does not discriminate on the basis of race, religion, color, sex, age, disability, national origin, sexual orientation, or any other basis covered by applicable law.
- 7.9 Execution and Delivery. Within thirty (30) days of accepting this Agreement online, Affiliate shall sign and deliver a copy of this Agreement to Interush at 19900 MacArthur Blvd., Suite 900 Irvine, California 92612, U.S.A. Affiliate's failure to sign and deliver the Agreement to Interush may result in delays in the payment of commissions or other monetary benefits under the Interush Program.

In Witness Whereof, the undersigned Affiliate accepted this Interush Independent Affiliate Membership Agreement.

Acceptance

Required -- If these statements are true you must check each one before you can proceed to complete the agreement.

Yes, I am applying to become an Affiliate of Interush. Yes, I have the authority and capacity (including being of a legal age to enter into a binding contract under applicable law), to enter into this Agreement and to perform my obligations in accordance with the terms hereof.

Yes, I have downloaded, read, understood, accept and agree to all terms and conditions of this Agreement, including those set forth in the Policies and Procedures and Bonus Program.

I understand that the monthly fee is for the rights to use the products and services provided by Interush in connection with the Interush Program.

I have the right to terminate my Affiliate position at any time in accordance with this Agreement. I agree that such termination may be made from my Personal Office Management System or in writing and sent to Interush at 19900 MacArthur Blvd., Suite 900 Irvine, CA 92612, U.S.A. To effect the termination, I must access the member site to pause or terminate each position. Termination of this Agreement will result in termination of my rights as a member of the Interush Program.

I ACKNOWLEDGE THAT BY CHECKING THE "I ACCEPT" BOX BELOW, I AGREE TO BE LEGALLY BOUND BY EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

I ACCEPT

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (PACIFIC STANDARD TIME) AFTER THE DATE OF THIS TRANSACTION. TO CANCEL THIS TRANSACTION, YOU MAY: (1) SUBMIT A NOTICE FROM THE INTERUSH PROGRAM PERSONAL OFFICE MANAGEMENT SYSTEM OR (2) DELIVER A SIGNED AND DATED CANCELLATION NOTICE (WHICH INCLUDES YOUR NAME, ADDRESS, MEMBER ID, PASSWORD, AND E-MAIL ADDRESS) BY AN INTERNATIONALLY RECOGNIZED OVERNIGHT DELIVERY COURIER, FEES PREPAID, ADDRESSED TO INTERUSH, INC. AT 19900 MACARTHUR BLVD., SUITE 900, IRVINE, CA 92612, U.S.A.. *THIS CANCELLATION PROVISION SHALL BE GOVERNED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

By signing below, I acknowledge that I have read and understand the terms and conditions of this Agreement in full. I also understand that the online acceptance creates a binding contract; provided, however, my failure to deliver a signed copy of this Agreement may result in delays in the payment of commissions or other monetary benefits under the Interush Program.

DATE: / /

"AFFILIATE" :
(Signature) _____

User Name (ID): _____

Printed Name: _____