



Agreement between Speron Inc. DBA LeBootCamp and the Affiliate

This agreement is made between Speron Inc., and the Affiliate for participation in Speron Inc.'s affiliate program.

The Affiliate understands that this agreement does not secure the Affiliate any revenues and that the Affiliate's choice to participate in Speron Inc.'s affiliate program is independent of any potential commission which is not guaranteed by Speron Inc. DBA LeBootCamp.

The Affiliate agrees that Delaware law, excluding conflict of laws principles, will govern this agreement, and that any claim or suit arising out of or related to this agreement must be brought exclusively in federal or state courts located in Delaware. You consent to the exclusive jurisdiction of such courts.

Affiliate wishes to include certain materials promoting LeBootCamp, and to include a link to LeBootCamp's website within those materials on Affiliate's website;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, both parties agree as follows:

1. Promotional Materials

LeBootCamp shall make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate's website (the "Promotional Materials"). Affiliate shall display the Promotional Materials on Affiliate's website prominently and as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to LeBootCamp's website, as specified by LeBootCamp.



2. Use of Promotional Materials

The Affiliate's use and display of the Promotional Materials on the Affiliate's site shall conform to the following terms, conditions and specifications:

- a. Affiliate may not use any graphic, textual or other materials to promote LeBootCamp's website, products or services other than the Promotional Materials, unless LeBootCamp agrees to such other materials in writing prior to their display.
- b. Affiliate may only use the Promotional Materials for the purpose of promoting LeBootCamp's website (and the products and services available thereon), and for linking to LeBootCamp's website.
- c. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by LeBootCamp. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from LeBootCamp for such alteration or modification.
- d. The Promotional Materials will be used to link only to LeBootCamp's website, to the specific page and address as specified by LeBootCamp.

3. License

LeBootCamp hereby grants to Affiliate a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

4. Intellectual Property

LeBootCamp retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.



5. Relationship of Parties

This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between LeBootCamp and the Affiliate. Affiliate shall provide services for LeBootCamp as an independent contractor. Affiliate shall have no authority to bind LeBootCamp into any agreement, nor shall Affiliate be considered to be an agent of LeBootCamp in any respect.

6. Commissions

a. In exchange for Affiliate's display of the Promotional Materials, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, LeBootCamp shall pay to Affiliate a commission (the "Commission") in the amount of a percentage of product sold to a user that accesses LeBootCamp's website through a link on Affiliate's website. The percentage paid on all realized sales is 30%. This percentage is subject to change by LeBootCamp at any time. Notification to Affiliate of any change in commission percentage will be given by LeBootCamp at the email address on hand for the Affiliate. Commission will be based on purchases made by a user for any new and recurring purchases for the life of the registered user.

b. LeBootCamp shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Affiliate. Affiliate shall be given reasonable access to these records upon request. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Affiliate in any period or periods shall be rectified by LeBootCamp within 14 days of discovering such discrepancy.

c. The Affiliate understands that LeBootCamp sales tracking is based on 60-day cookies. In the unlikely event that a prospect clears his/her cookies between their first contact with the LeBootcamp website and their purchase, sales cannot be tracked and cannot be assigned to the Affiliate, nor accrue any commission.

d. Company shall pay all Commissions accrued and payable to Affiliate within 7 days of the first day of each month (the "Commission Payment Date"). If on any Commission Payment Date, the amount of total Commissions accrued and payable to Affiliate is less than \$10.00, then such accrued and payable balance shall be held over to the following month, and paid together with the Commissions due for that month.



If at any time, the balance of accrued and payable Commissions is held over for 2 consecutive months, then LeBootCamp shall pay all accrued and payable Commissions to Affiliate in the third month, regardless of the total amount owed. Payment is made via the Affiliate's PayPal account, or via check, as per the Affiliate's choice of payment method.

e. In the event that Affiliate materially breaches this Agreement and LeBootCamp terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to Affiliate shall be forfeited, and LeBootCamp shall not be obligated to pay such Commissions to Affiliate.

7. Affiliate's Representations and Warranties

Affiliate represents and warrants the following:

- a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. Affiliate's website does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. Solicitous of any unlawful behavior
- c. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
- d. Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 2 above.
- e. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.



f. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference LeBootCamp or its websites unless LeBootCamp gives prior written consent to the distribution of such materials. Affiliate will not use LeBootCamp's name (or any name that is confusingly similar to LeBootCamp's name) for any purpose on its website, in its promotional materials, or in any other context except to promote LeBootCamp's website as specified in this Agreement. Affiliate will not register any domain name that incorporates LeBootCamp's name, or that is confusingly similar to LeBootCamp's name.

g. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing LeBootCamp or its websites.

8. Indemnification

Affiliate shall indemnify LeBootCamp and hold harmless LeBootCamp from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Section 7 above. Affiliate shall also indemnify and hold harmless LeBootCamp for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.

9. Confidentiality

Any information that Affiliate is exposed to by virtue of its relationship with LeBootCamp under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Affiliate may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosure from LeBootCamp.

10. Term

a. This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 10.

b. Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination.



11. Taxes

LeBootCamp shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with LeBootCamp as set forth in this Agreement. LeBootCamp shall not withhold any taxes from the Commissions paid to Affiliate.

12. Limitation of Liability

LeBootCamp shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

13. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

14. Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

This Agreement constitutes the entire agreement between LeBootCamp and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.



Affiliate Name (PLEASE PRINT):

Social Security Number (SSN) for US residents:

Date:

Signature:

Mailing address for check payments (US only) :

PayPal email address for PayPal payments :