

## SEMI-ANNUAL AGREEMENT:

The following are the terms and conditions, also known as the Associate Agreement, for participating as a WeGoShop.com Associate Owner. The terms "Associate" and "Associate Owner" refers to you and "WeGoShop.com" and "WeGoShop" refers to us.

You understand that WeGoShop.com reserves the right to amend this agreement as needed from time to time. It will be the Associate's responsibility, after notification by WeGoShop.com, via the appropriate link located at the Associate Owners Tools page, that an amendment has been made, to view the amended agreement. The continuation of Associate status and/or Associate's use of the WeGoShop.com name and its web site after amendments have been made shall constitute Associate's acceptance of any and all amendments.

You understand that the term of this Agreement shall be for the lifetime of the Associate's active status, except whereas otherwise noted in this agreement, and shall automatically renew every month, without further act of the Associate or WeGoShop.com.

You understand that as an Associate that you must be of the age of majority in your state in order to participate as a WeGoShop.com Associate Owner.

You agree and understand that as an Associate Owner you are in business for yourself and not an employee, agent, partner, legal representative, franchisee or an independent contractor of WeGoShop.com. As an Associate you will be responsible for your own taxes and accounting practices. WeGoShop.com will not report your earnings to any agency, as we do not have access to your earnings information. Associate further agrees not to incur any debt, expense, and obligation on behalf of, for, or in the name of WeGoShop.com.

You agree that as an Associate that you are not to disparage WeGoShop.com, other Associates, WeGoShop.com products, WeGoShop.com employees or WeGoShop.com Independent Contractors. Associate understands that disparagement may result in the immediate suspension or termination of Associate status.

## ASSOCIATE LINKS:

You understand that as an Associate you will be issued an "Associate Link," a unique URL which allows WeGoShop.com to identify visitors from Associate sites as originating from Associate. These visitors are tracked with this unique URL and sales are recorded with the appropriate Associate. For the Associate to receive online orders, Associate must use the provided Associate Link. The URL will be in the form of text links.

You understand that WeGoShop.com is solely responsible for insuring that all Associate Links are set up properly. WeGoShop.com will be solely responsible for the development, operation, and maintenance of all aspects of the WeGoShop.com web site, and for all approved materials that appear on your custom pages. Such responsibilities include, but are not limited to, the accuracy and proprietary of materials posted on our site; ensuring that materials posted on any page of our site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. 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 our site. WeGoShop.com is not responsible for technical problems, acts by third parties, or other events outside our reasonable control that may temporarily disrupt or diminish service.

## EMAIL AND VOICE MAIL:

You understand that WeGoShop.com will make every reasonable effort to make sure all online orders directed via email and voice mail calls that apply to the Associate are directed appropriately. However, WeGoShop.com is not responsible for technical problems, acts by third parties, or other events outside our reasonable control

that may temporarily disrupt or diminish this service. Directing of Associate online orders via email and voice mail calls depends on several factors, technical and otherwise, which are out of the control of WeGoShop.com. It is the goal of WeGoShop.com to make the directing of all emails and voice mails as accurate as possible, however, WeGoShop.com cannot guarantee 100% directing for situations beyond its control.

#### TERRITORIES:

You understand that all territories (cities, towns, townships) that you choose to service as an Associate Owner are assigned exclusively to you. WeGoShop.com will not allow for more than one Associate Owner in any given territory at one time. WeGoShop.com does reserve the right to limit the amount of territories that any Associate Owner may claim as exclusive if it is decidedly determined that any Associate Owner cannot or will not service said territories effectively.

Any breach of this contract/agreement by you as an Associate Owner may also release your claim to any exclusive territories already established under this Associate Owner Agreement.

#### BUSINESS PRACTICE:

You agree as an Associate to follow the business model of the WeGoShop.com web site, specifically the Frequently Asked Questions Page located at <http://www.WeGoShop.com/wgs-faq.htm>. As an Associate, you may at your discretion, choose your own hours of operation and delivery fee prices to be displayed on your personal associate information page. Any aspect of the Frequently Asked Questions page is subject to change by WeGoShop.com but only with advanced notice to the Associate if it may affect the Associates general business practice.

#### PERSONAL INFORMATION:

You understand that your contact information (email address, phone number, etc.) will be public information located on your personal associate information page within the WeGoShop.com website and you understand that you may receive unwanted contact from persons with access to this information, for business other than WeGoShop.com business, and that these types of contacts are beyond the control of WeGoShop.com

#### CREDIT CARD PROCESSING:

All associate owners have the option to obtain their own merchant account separate from WeGoShop.com at their own expense. However, you understand that if you as an Associate, elect for WeGoShop.com to process credit card transactions on your behalf, you agree to pay a processing fee of 3% of the total charged amount and .35 cents per transaction, which will be deducted from the reimbursement at that time. Associate also agrees that credit card processing is not available for any business undertaking other than WeGoShop.com business.

You agree that in order for a customer's credit card to be billed, you must obtain the cardholder's signature on the credit card sales receipt, except for where an authorization was placed by telephone or via an email contact and it would not be possible to obtain the customers actual signature. You understand that all sales receipts that require credit card processing must be retained by Associate and submitted to WeGoShop.com for verification, and processing before reimbursement will be made.

WeGoShop.com reserves the right to debit Associate's credit card for any chargeback, plus fees for any reimbursement that has been paid to Associate for credit card processing services should a chargeback be incurred to WeGoShop.com due to your customer declining payment of goods or services. You understand that ultimately it will become the responsibility of you, the Associate for further collection from the customer.

#### ADVERTISING:

You agree as an Associate to follow WeGoShop.com advertising guidelines and you agree to not misrepresent WeGoShop.com products or services. As an Associate, you may use your own advertisements to promote your WeGoShop.com business so long as your advertisement does not misrepresent the service or services provided, are not distasteful and does not defame the WeGoShop.com name, company or business as a whole. The Associate also agrees not to defame, misrepresent or place any distasteful advertisements against any other company or competitive service provider. Associate further understands that prohibited sites for advertising WeGoShop.com products or services include: Sites that promote sexually explicit material or violence; sites that promote discrimination based on race, sex, religion, national origin, or physical disability; sites that promote illegal activities.

You agree as an Associate not to utilize SPAM in promoting WeGoShop.com. This action may result in the immediate suspension or termination of Associate. Associate will also be in violation of the WeGoShop.com Associate Owner Agreement and subject to legal action and be held liable for any financial loss incurred by WeGoShop.com. Any service interruptions to WeGoShop.com as a result of Associates spamming will be billed to Associate at 200 US dollars per hour until service is restored.

For the purpose of this agreement SPAM is defined as emailing ANYONE, in bulk or by single mailing, about WeGoShop.com, who has not specifically requested the information directly from the Associate.

WeGoShop.com also considers ANY type of unauthorized advertisement about WeGoShop.com posted to a Newsgroup or Chat Room, to be spam. The meaning of unauthorized in this section is described as not having permission from the moderator of the Newsgroup or Chat Room.

The following examples are not considered SPAM:

A. Mailing to APPROPRIATE OPT-IN mailing lists where the source does the mailing on Associate's behalf and advertises a WeGoShop.com provided gateway URL. However, use extreme caution when choosing an opt-in mailing list company! Using anything but the most reputable sources could generate spam complaints against the Associate resulting in suspension or termination.

B. You may include information on WeGoShop.com in email Acknowledgment Messages for orders and inquiries that you receive so long as the recipient of the message has not requested to not be contacted.

#### TRADEMARKS, SERVICEMARKS and COPYRIGHTS

You understand that WeGoShop.com reserves all rights in or to its trademarks and service marks. Associate may in no way display a WeGoShop.com logo, image, or trademark which may be distasteful, defame, or misrepresent. WeGoShop.com grants to you a non-exclusive, nontransferable, revocable right to access and promote the WeGoShop.com web site and your service solely in accordance with the terms of this agreement and solely in connection with use of our logos, trade names, trademarks, and similar identifying material relating to us (collectively, the "licensed material"), for the sole purpose of promoting your grocery shopping and home delivery service, WeGoShop.com. You may not alter, modify, or change any licensed materials in any way without first submitting such material to us and receiving our consent, which we agree shall not be unreasonably withheld. You are only entitled to use the licensed materials to the extent that you are a member in good standing as a WeGoShop.com Associate Owner.

#### DELEGATION of DUTIES:

You agree that as an Associate you will not assign rights or delegate duties under this Agreement without the prior written consent of WeGoShop.com. Upon request, WeGoShop.com will provide Associate with guidelines for the sale, transfer or assignment of Associates WeGoShop.com business.

#### LIABILITY:

You understand that WeGoShop.com shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or program, even if WeGoShop.com has been advised of the possibility of such damages.

#### TERMINATION:

You understand and agree that you, the Associate, may terminate this Agreement (self-termination) upon at least a thirty (30) day written notice to WeGoShop.com via the appropriate link at the WeGoShop.com Associate Owners Tools page, for any reason. You also agree that WeGoShop.com may terminate this Agreement or any part of the WeGoShop.com services at any time, for any reason or in the event that you breach any obligation hereunder.

If the option of self-termination is elected, you understand that you will be billed at a rate of \$3.33 (three dollars and thirty three cents) per day for any part of the thirty (30) day notice that has been given that has not already been paid for in advance. Associate understands that upon self-termination, there will be no refunds provided for advanced Associate fees already paid.

If this agreement is signed as a partnership, both partners must exercise the right to terminate. Should one partner wish to remain as a WeGoShop.com Associate Owner, that partner must submit a new application and agreement as a sole proprietor or with a new partner.

You agree that upon termination as a WeGoShop.com Associate Owner, by either party, that he or she will not compete against the WeGoShop.com service by the undertaking of another, new to you, grocery delivery service business in any area for a period not to exceed two years from date of termination.

You further agree that upon termination as a WeGoShop.com Associate Owner, by either party, that he or she will not disclose or use any proprietary information that was made available to them as an active Associate to any third party about WeGoShop.com for a period not to exceed ten years from date of termination.

#### ASSOCIATE FEES:

You understand that the WeGoShop.com Associate fees must be made in US dollars. Associate fees will be \$360.00 (three hundred and sixty dollars) per each six month (Semi-Annual) period. Your credit card will be charged at the time of purchase for your first semi-annual period of Associate Ownership. After this initial payment, your credit card will be automatically charged on or around the same day each subsequent semi-annual period until you cancel your Active Associate Ownership Status, through the appropriate channels as described in the TERMINATION section of this agreement. It is also understood that the rate of your Associate Owner fee is locked in and will not raise for the life of the Associate Owner's active status.

You also agree that in the event that your credit card is not billable by WeGoShop.com for the Associate Owner fee due, it may be deemed that the Associate has self-terminated his/her Associate status and the Associate's web site may be closed down and the balanced owed plus an additional charge of \$75.00 will be billed for breach of contract for self-terminating without an advance 30 day notice. If Associate wishes to reactivate Associate status and web site, all monies owed plus an additional \$37.50 reactivation fee must first be received and paid for by credit card only, unless other arrangements have been made. Reactivation of Associate Owner's web site is at the sole discretion of WeGoShop.com.

#### WARRANTIES:

You understand that WeGoShop.com makes no warranties expressed or implied with regard to the WeGoShop.com Associate Owner Opportunity and that no guarantee of income has been made except whereas otherwise outlined in this agreement.

#### PROVISIONS:

You agree that in the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

You understand that this agreement will be governed by and construed in accordance with the laws of the state of California, unless the laws of the state in which Associate resides expressly require the application of its laws. This agreement is further governed by and construed in accordance with the laws of the United States of America.

#### DISCLAIMER:

WeGoShop.com hereby disclaims all express and implied warranties for all products, goods or services, including the implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. All products, goods or services are provided AS IS with respect to WeGoShop.com. Any warranty or other remedy offered by the original manufacturer or party offering any services, if any, is offered only by such entity and not by WeGoShop.com.

WeGoShop.com obligations and your remedies hereunder are solely and exclusively as described and limited herein. WeGoShop.com's liability, whether based on contract, tort, warranty, strict liability, or other theory, shall not exceed the price of the individual unit of goods, products or services whose alleged defect or damage is the basis of the claim. In no event shall WeGoShop.com be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage.

WeGoShop.com's display of any products, goods or services offered by or originating from a party other than WeGoShop.com are not intended nor offered as information or data comprising any claim or representation as to such products, goods or services by WeGoShop.com. Any ultimate purchase of any product, goods or services from WeGoShop.com is made subject to the law of the state of California, which substantive law shall control the relationship of the parties.

#### ARBITRATION:

Any controversy, dispute or claim between WeGoShop.com and any other party arising out of/or involving any WeGoShop.com business relationship shall be resolved by binding arbitration. The arbitration shall be conducted in accordance with the Procedures of the American Arbitration Association. This arbitration agreement does not cause waiver or modification of either party's right to legal proceedings in a court residing in the same judicial jurisdiction as stated herein, to enforce any unpaid monetary debts by either party, prior to or as awarded by the arbitrator following binding arbitration. The parties agree to such venue as the forum of choice of the parties.

The arbitrator shall apply California substantive and procedural law to the proceeding. The demand for arbitration must be in writing and must be made by the aggrieved party within ninety (90) days of the event-giving rise to the demand. The arbitration shall take place in Sacramento, California.

The arbitrator's power to award a remedy shall be limited to monetary damages. Should either party wish to seek injunctive relief or other non-monetary relief, such claims shall be brought exclusively in a court of competent jurisdiction, located in the state of California, County of Sacramento.

The arbitrator shall determine if there is any prevailing party and the prevailing party shall be awarded only such fees and expenses as are permitted under the law of the state of California. The fees for the arbitrator shall be paid equally by both parties. The parties understand and acknowledge that by agreeing to arbitration they are giving up any right they may have to a judge or jury trial with regard to all issues subject to arbitration.

BY TYPING YOUR NAME BELOW YOU ARE APPLYING TO PARTICIPATE AS A WEGOSHOP.COM ASSOCIATE OWNER AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE WEGOSHOP.COM ASSOCIATE OWNER OPPORTUNITY AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT AND AT THE WEGOSHOP.COM WEB SITE. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.