

This Partner Program Agreement ("AGREEMENT") is made by and agreed to between Vanquish, Inc ("Vanquish") and ("PARTNER"). As an application service provider, Vanquish facilitates "Partner Sales Programs" through provision of services ("NETWORK SERVICE") via the Internet.

An "Partner Sales Program" (or "PROGRAM") exists when a person, entity, or its agent ("Partner") operating alone or as part of a team through medias such as personal interaction, telephone communications, "Web site(s) interaction, newsgroups, bulletin board services, link or ad-placement services, domains or sub-domains, subscription email list(s), or having influence over other avenues of commerce or access to other acceptable methods of influencing sales - is offered the opportunity to earn compensation ("COMMISSION") for individual sales or cumulative sales ("TRANSACTIONS"), executed via referral, or the direct sales of Vanquish products or services.

Definitions

- a. "PARTNER" is a person, entity or its agent operating one or more businesses, "Web site(s)" (domain or portion of a domain within the Internet and/or subscription email list(s) engaged in a referral or direct sales program with Vanquish.
- b. "PROGRAM" is where a PARTNER desires to enter into an AGREEMENT with Vanquish to earn financial compensation ("COMMISSION") for "TRANSACTIONS" (sales of software products) referred herein as a Partner Sales Program.
- c. "APPROVAL" is where a PARTNER must meet certain qualifications to participate in the PROGRAM and is subject to an approval process after the submission of an application via our Partner Sales Program application.
- d. "TRANSACTIONS" refer to the process from which all sales are processed through Vanquish merchant accounts only, using authorized links, authorized emails and/or authorized manual orders taken by PARTNERS.
- e. "REFERRALS" are the process from which links, emails, references and orders converge to Vanquish merchant accounts only, to facilitate the sale of Vanquish software products.
- f. "NETWORK SERVICE" is the process from which a PARTNER is facilitated to earn commissions via Vanquish provided tools.
- g. "PARTNER PROCESS" is the process from which a PARTNER will provide sales to Vanquish via his own operations including in-store, direct mail, Web sites and/or subscription emailings.
- h. "CUSTOMER" refers to a person or entity that makes a purchase via the PARTNER PROCESS.
- i. "MERCHANT PROVIDER" refers to an organization responsible for purchases using Credit Card processing.
- j. "PR" or PARTNER Representative is a person, entity or its agent engaged in the process of locating and signing-up PARTNERS.
- j. "RR" or Representative Recruiter is a person, entity or its agent engaged in the process of locating and signing-up PARTNER Representative's.

1 Relationship. In the context of this AGREEMENT, you are referred to herein as a PARTNER. PARTNER agrees not to:

- a) Mislead others;
- b) Operate or utilize a Web site or email Link to Web sites that contain or promote, any of these types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or the offer of any illegal good or service, or Link to a Web site(s) that do so; and/or
- c) Engage in spamming, indiscriminate advertising or unsolicited commercial email.

Vanquish may deem inappropriate based upon the foregoing, and/or on reasonable Internet business standards as they may evolve, any Web site or content that PARTNER make available to CUSTOMERs through email, and provide PARTNER with notice that PARTNER is in breach of this Section 1 (with the opportunity to cure in accordance with Section 6.2 below, except if PARTNER's business activity, Web site or email content is illegal). Any suspected fraudulent, abusive or otherwise illegal content or activity by PARTNER on PARTNER's Web site or in PARTNER's subscription emails, or that is perpetrated through use of the NETWORK SERVICE, is grounds for immediate termination of this AGREEMENT or deactivation of " PARTNER's

Account" (a memo account kept by Vanquish on PARTNER's behalf), without prior notice by Vanquish and referral to the appropriate law enforcement agencies. Vanquish may not review all content on PARTNER's Web site or in PARTNER's subscription emails. PARTNER shall remain solely responsible for PARTNER's publishing, Web site and subscription email content except when a reference to Vanquish is mentioned. Any reference to Vanquish must be pre-approved by Vanquish management. Vanquish is, under no circumstances, responsible for the practices of the PARTNER.

If PARTNER meets the APPROVAL requirements and are accepted as a PARTNER, PARTNER will be instructed, via email, on how to setup PARTNER's particular environment to comply with Vanquish guidelines.

2.1 Use of Links from PARTNER. PARTNER may not place links to Vanquish at any other advertiser's web site or web site content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources. PARTNER must only place Links into PARTNER's Web site or Web site content such that it is unlikely that the Links will mislead the CUSTOMER, and such that it is reasonably likely that the Links will deliver bona fide TRANSACTIONS by the CUSTOMER from the PARTNER's Link.

PARTNER shall not cause any TRANSACTIONS to be made that are not in good faith, including, but not limited to, using any device, program, robot, frames, hidden frames, JavaScript popup windows, redirects or clicking on Links that PARTNER places into the PARTNER PROCESS. PARTNER shall not establish or cause to be established any promotion that provides any rewards, points, commissions or compensation for TRANSACTIONS, or that allows third parties ("Sub- PARTNERS") to place an Advertiser's Links on its Web site or in its emails without express authorization by Vanquish. Breach of this Section 2.1 is cause for immediate termination of this AGREEMENT.

2.2 Termination from PROGRAM. Vanquish may terminate this PROGRAM or related Campaign(s) at it's sole discretion and without prior notice.*

Throughout PARTNER's commercial relationship with Vanquish, including but not limited to this Partner Agreement, PARTNER agrees to refrain from the following activities, which may cause harm to the public perception or other business stature of Vanquish.

*In the event that this agreement cannot be terminated at will in certain jurisdictions or for "arbitrary" reasons, any of these behaviors will be sufficient cause for immediately terminating the agreement).

- a) Operation of an illegal business through such Web site and/or subscription email list;
- b) Engaging in any illegal activity of any type, including but not limited to displaying illegal content on its Web Site and/or in its subscription emails or offering any illegal good or service through its Web Site and/or subscription emails;
- c) Operation of a Web site or email Link to Web sites that contain or promote, any of the following content: misleading, abusive, violent, bigoted, hate-oriented;
- d) Engaging in indiscriminate or unsolicited commercial advertising or emails;
- e) Placing Links to PARTNER's Web site in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources;
- f) Causing or enabling any TRANSACTIONS to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, Iframes, hidden frames, JavaScript popup windows and redirects;
- g) Establishing or causing to be established any promotion that provides any rewards, points or compensation for TRANSACTIONS, or that allows third parties to place Links to Vanquish's Web site or Web site content, without such prior written permission by Vanquish;
- h) Breach of the licensing provisions of this AGREEMENT;

- i) Breach of any other intellectual property right provision of this AGREEMENT or other of common law intellectual property rights of Advertiser; and/or
- j) Diluting, blurring or tarnishing the value of Vanquish's TRADEMARKS, TRADENAMES, and/or Service Marks;
- k) A pattern of declining sales: Beginning at the end of month 6 (from the date of the first sale), Vanquish will compare monthly sales volume of new product to a 3 month moving average. Decline in sales of 10% or more per month, for 3 consecutive months may result in contract commission adjustment or contract termination. The average of the 3-month period which precedes the first month of decline will be used as the benchmark. To account for the circumstance of unusually high volume during any one month, at the PARTNER's option, any one of the months used to calculate average sales may be eliminated from the calculation.

3.1 Applicable Codes and Code Maintenance. Vanquish shall determine (where possible) actual COMMISSIONS that should be credited to PARTNER's Account, and alternatively apply an estimated amount of COMMISSIONS. If PARTNER's PROCESS Links are not functioning properly, Vanquish may temporarily deactivate or terminate PARTNER's Account if PARTNER is responsible for the improper functioning of Ad Content that it served, or if PARTNER otherwise interfered with and/or fails to maintain any accounting process or impression tracking systems that Vanquish uses or may put into service in the future.

3.2 NETWORK SERVICE. Subject to Section 3.1, Vanquish shall provide PARTNER with access to tracking, reporting and support services. Critical information shall be tracked through the Tracking Code regarding TRANSACTIONS that result directly from Links placed by PARTNER through the NETWORK SERVICE to PARTNER's Web site or subscription email. PARTNER shall be able to produce informational reports and analyses through the NETWORK SERVICE. Tracking details regarding CUSTOMER TRANSACTIONS is not available on a real-time basis and there may be reporting delays regarding TRANSACTIONS for some PARTNER. Vanquish may make available, at fees that Vanquish shall publish from time-to-time, enhanced reporting capabilities and other services that are not included in the standard NETWORK SERVICE.

On-line support service is available via Vanquish's client services help desk, and phone support is provided during the operating hours of 8am-5pm, excepting national and Vanquish recognized holidays (local time and local holidays are applicable at all of Vanquish's business offices). PARTNER's use of the on-line "help" button within PARTNER's Account enables Vanquish to respond more quickly to PARTNER's query.

3.3 PARTNER's Commission Rate. Vanquish shall establish, through the NETWORK SERVICE, a Commission rate for a qualifying Transaction resulting through the efforts of the A PARTNER's sales/promotion Efforts. A PARTNER's Account will be credited with each Commission in accordance with the current PARTNER PROGRAM in force at the time. These COMMISSIONS are subject to change without notice at anytime. Vanquish may discontinue PROGRAMS, increase or decrease any COMMISSION rate at anytime without notice based on the PARTNER Sales PROGRAM current guidelines.

3.4 Payment. If on the last day of the month PARTNER's Account exceeds Vanquish's "Minimum Balance Amount", as set by Vanquish from time to time (currently US \$75), for TRANSACTIONS reported for the previous month, Vanquish will issue to PARTNER any positive balance in PARTNER's Account. Vanquish shall have no obligation to make payment of any COMMISSION for which Vanquish has not received payment from CUSTOMERS. The number or amount of TRANSACTIONS, credits for COMMISSIONS, and debits for Chargebacks, as calculated by Vanquish shall be final and binding on PARTNER.

If PARTNER has not earned a COMMISSION for six consecutive calendar months, a dormant account fee of US\$10 per month shall be applied to PARTNER's Account each calendar month that PARTNER's Account remains open or until PARTNER's Account balance reaches a zero balance, at which time the Account shall become deactivated. Commissions earned by PARTNER will not be counted as having been earned by PARTNER if the Commission subsequently becomes a Charge-back or until the Charge-back period has expired (if applicable).

PARTNER may close its Account and terminate this Agreement upon 30 days written notice in accordance with Section 6.2. The number or amount of Transactions, credits for Commissions, and debits for Charge-backs, as calculated by NETWORK SERVICES shall be final and binding on PARTNER.

PARTNER may have a negative balance if PARTNER's Account is debited amounts equivalent to previous COMMISSIONS for Chargebacks and PARTNER does not have an adequate Account balance to cover the Chargeback amounts. Whenever PARTNER has a negative balance, PARTNER must immediately remit a payment to Vanquish in an amount sufficient to bring PARTNER's Account to a zero balance. PARTNER may make payments hereunder via check, wire transfer, or certain credit cards over the Web or by phone. When payment is made by check, PARTNER's Account will not reflect payment until the check has cleared and cash has been transferred to Vanquish's bank account. PARTNER's Account will not accrue interest. If PARTNER has a negative balance for any period of 45 days or more, PARTNER's Account is subject to 1.5% interest per month, compounded monthly. PARTNER's Account may be deactivated for non-payment. Check PARTNER's Account management interface for payment instructions and foreign currency options.

PARTNER's Account balance shall only appear in US Dollars. Any questions (including disputes) regarding COMMISSIONS and/or payment should be directed in the first instance to: partners@vanquish.com. Client services shall work with internal resources, such as finance, legal, and senior management, as necessary to answer PARTNER's questions.

3.5 Compounding Commission programs. PARTNER, PARTNER Representatives and Representative Recruiter programs are standalone, none overlapping programs and may not be compounded; within a single organization or, with any other Vanquish customer acquisition incentive(s).

3.6 Chargebacks. A CUSTOMER and/or a MERCHANT PROVIDER may request that Vanquish, or Vanquish may on its own initiative, debit PARTNER's Account with an amount equal to a COMMISSION previously credited to PARTNER's Account in circumstances of a: product return; duplicate entry or other clear error; non-bona fide Transaction where, with respect to a sale, non-receipt of payment from, or refund of payment to, the CUSTOMER ("Chargeback"). Chargebacks requested by a MERCHANT PROVIDER in accordance with the preceding sentence may be applied up to and including the 60th day after the end of the month in which the COMMISSION was earned ("Chargeback Period"). Vanquish may apply at any time Chargebacks for non-bona fide TRANSACTIONS in circumstances of PARTNER failure to comply with this AGREEMENT.

4.1 Proprietary Rights and Licenses. As a PARTNER participating in the PROGRAM, Vanquish grants to PARTNER a revocable, non-transferable, royalty free, international sublicense to display Vanquish logos, Trademarks and Link into PARTNER's PROCESS, Print material, Web site or Web site content, and all trademarks, service marks, tradenames, and/or copyrighted material ("Content"), on PARTNER's Web Sites, subscription email, or other approved commerce venues for the limited purposes of promoting Vanquish's PROGRAM and subject to the terms and conditions of this AGREEMENT. It is conditioned upon PARTNER: (a) not otherwise copying nor modifying, in any way, any icons, buttons, banners, graphics files or Content that is made available to PARTNER through the NETWORK SERVICE pursuant to the such sublicense; and (b) not removing or altering any copyright or trademark notices.

PARTNER agrees that use of any Vanquish Web sites (such as www.vanquish.com, www.vqme.com, users.vanquish.com or partners.vanquish.com, etc) and use of any Vanquish content or links is subject to licensing and terms of use available from such Web site ("Terms of Use"). Each party may make statements that it is doing business with the other and use the other's logo with such statements.

4.2 No Challenge to Intellectual Property. Vanquish acknowledges that it obtains no proprietary rights in PARTNER's Content, and agrees not to challenge PARTNER's proprietary rights to the Content unless and until this AGREEMENT is terminated. PARTNER acknowledges that

PARTNER has no proprietary rights in Vanquish's Content, patents, and patent applications, and agrees not to challenge Vanquish's proprietary rights in Vanquish's patents and patent applications, and, with respect to the Content until this AGREEMENT is terminated.

The licensees/sub-licensees agree that all goodwill arising as a result of the licensor's Intellectual Property shall inure to the benefit of the licensor, and that all non-licensed/or sublicense proprietary rights in the Intellectual Property remain with the licensor. Licensees/sub-licensees shall not adopt any names, trademarks, service marks or domain names that are confusingly similar to, or in combination with any of licensor's tradenames, trademarks, service marks and/or domain names.

4.3 Terminating Licenses. Vanquish may immediately terminate this AGREEMENT or any sublicense granted to PARTNER, if the Vanquish has reasonable concerns that PARTNER is diluting, tarnishing or blurring the value of the Vanquish's trademarks, service marks, and/or tradenames, and/or breach of intellectual property rights.

5.1 Privacy and Confidentiality. PARTNER or Vanquish may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. "Confidential Information" shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this AGREEMENT or any other AGREEMENT without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this AGREEMENT.

The information that PARTNER supplies to establish and maintain PARTNER's account shall be PARTNER's Confidential Information, and PARTNER agrees that Vanquish may provide PARTNER's email address(es) and basic account detail (including but not limited to Web site name (if applicable), date Web site or subscription email first entered into operation, and CUSTOMER demographics) to advertisers. PARTNER shall be responsible for all usage and activity on PARTNER's account and for loss, theft or unauthorized disclosure of PARTNER's password (other than through Vanquish's grossly negligent or willful conduct or omission). PARTNER shall provide Vanquish with prompt written notification to partners@vanquish.com of any known or suspected unauthorized use of PARTNER's Account or breach of the security of PARTNER's account.

Vanquish's Privacy Policy is accessible from www.vanquish.com and may be amended from time to time by way of republication is incorporated into this AGREEMENT.

5.2 Collection and Use of Transaction Data. CUSTOMERS purchasing Vanquish products through the PROGRAM will be deemed Vanquish CUSTOMERS. All rules, policies, terms, conditions and operating procedures concerning CUSTOMER orders, CUSTOMER service, and Vanquish product sales will apply to said CUSTOMERS. Vanquish may change its policies and operating procedures, including pricing, at any time. Vanquish solely will determine the prices to be charged for Vanquish products sold under the PROGRAM in accordance with Vanquish own pricing policies. PARTNER may only include price information on PARTNER promotional campaigns that Vanquish agree upon. Vanquish reserves the right to be able to utilize the CUSTOMER data, which may include information about PARTNER's performance statistics, to analyze NETWORK SERVICE trends, monitor NETWORK SERVICE efficiencies, maintain the integrity of the tracking code, promote NETWORK SERVICE capabilities and efficiencies.

5.3 Collection and Confidentiality of CUSTOMERS' Personal Data. Vanquish promises not to disclose publicly, other than under compulsion of law, including subpoena, any personal or business information that can be linked specifically to any of PARTNER's CUSTOMERS that result directly from Links on PARTNER's Web sites, subscription mailings or other marketing

venues used by and for which PARTNER was responsible, without the CUSTOMER's express permission. This article shall not be construed as limiting Vanquish in the collection, transmission, storing, sharing, or reporting of aggregate data such as demographic data and other data in which individual CUSTOMERS cannot be readily identified.

6.1 Term and Notices. This AGREEMENT shall commence upon PARTNER's indication that PARTNER has accepted this AGREEMENT by 'clicking through' the acceptance button on the Vanquish Web site, and, subject to Section 6.2, shall last until terminated in accordance with the terms of this AGREEMENT. Except as provided elsewhere herein, both parties must send all notices relating to this AGREEMENT via email with the subject line of "IMPORTANT LEGAL NOTICE", to: (a) for Vanquish, "partnersl@Vanquish.com", and, (b) for PARTNER, at the email address listed on PARTNER's Account. Emailed notices shall be effective upon the logging by sender's server of delivery confirmation. PARTNER's Account may be closed and Vanquish may terminate this AGREEMENT if PARTNER's Account has not been logged into and/or there have been no TRANSACTIONS credited to PARTNER's Account for any 90-day period.

6.2 Temporary Deactivation and Termination. Vanquish may terminate this AGREEMENT at anytime if a PARTNER fails to remedy a breach of this AGREEMENT. PARTNER's Account may be deactivated in accordance with all the Sections in reference to termination and/or other material breach of this AGREEMENT pending termination or cure of PARTNER's breach. If this AGREEMENT is terminated for PARTNER's breach, Vanquish reserves the right to withhold all payments and to use the funds in PARTNER's account to remedy said breach.

Upon termination of this AGREEMENT, an outstanding credit balance shall be paid by Vanquish to PARTNER within 90 days of the termination date, and an outstanding debit balance shall be paid by PARTNER to Vanquish within 30 days of termination of this AGREEMENT, subject to amounts equivalent to pending Chargebacks (that shall be paid promptly if and when Vanquish has been able to verify that no Chargeback is applicable). Upon termination of this AGREEMENT, any license or sublicense granted under this AGREEMENT will terminate, and the licensee/sub-licensee must immediately destroy or delete all physical and electronic copies of the Intellectual Property and the Confidential Information, and cause all Links of PARTNER to be removed, and, in the case of termination, Links to Vanquish to be removed. Upon termination of this AGREEMENT, or in case of deactivation of PARTNER's Account pursuant to the terms of this AGREEMENT, PARTNER shall no longer accrue COMMISSIONS in PARTNER's Account.

6.3 Survival. The provisions of this Section and Sections 1, 3.4, 3.5, 5.1, 5.2, 5.3, 6, 8.1(a), 9, 10, 11.3, 11.5, and 11.6 shall survive the termination of this Agreement.

7 Changes to the NETWORK SERVICE. This AGREEMENT, including the Introduction, contains the entire understanding and AGREEMENT of the parties and there have been no promises, representations, AGREEMENTS, warranties or undertakings by either of the parties, either oral or written, except as stated in this AGREEMENT. This AGREEMENT may only be altered, amended or modified by an instrument that is assented to by each party to this AGREEMENT by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. Notwithstanding the foregoing, Vanquish shall have the right to change, modify or amend ("Change") this AGREEMENT, in whole or in part, by amending its PARTNER PROGRAM at anytime; provided however that either party shall have the right to terminate this AGREEMENT pursuant to Section 6.2 in event that PARTNER does not agree to such Change.

8.1 Remedies.

a) Cumulative. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

b) PARTNER's Remedies. If PARTNER believes in good faith that Vanquish is harming PARTNER's reputation or in breach of any of the following Sections of this AGREEMENT: 4.2, 5.1, 5.2, 7, 10 and/or 11.2, PARTNER must notify Vanquish in accordance with Section 6.1 and provide Vanquish with the opportunity to cure such breach. PARTNER may terminate this

AGREEMENT immediately upon notice to Vanquish if Vanquish is in breach of Section 5.3 of this AGREEMENT.

c) Vanquish Remedies. If Vanquish believes in good faith that PARTNER is harming Vanquish's reputation or in breach of any of the following Sections of this AGREEMENT: 1 (except as noted therein), 3.1 (except for gross negligence or intentional act or omission), 3.4, 4.2, 5.1, 10, and/or 11.2, Vanquish must notify PARTNER in accordance with Section 6.1 and provide PARTNER with the opportunity to cure such breach. Vanquish may terminate this AGREEMENT, deactivate PARTNER or remove or disable any Links from PARTNER's Web site or subscription emails through the NETWORK SERVICE without prior notice if PARTNER is in breach of any of the following Sections of this AGREEMENT: 1 (except as noted therein), 3.1 (for gross negligence or intentional act or omission), 2.2.

9.1 Business Operations. Each party will make reasonable commercial efforts to keep its Web site operational during normal business hours. However, the parties agree that it is normal to have a certain amount of system downtime and agree not to hold each other liable for any of the consequences of such interruptions.

9.2 Authority and Compliance with Laws. Each party represents and warrants to the other party as to itself that the person executing this AGREEMENT is authorized to do so on such party's behalf. Each party is responsible for compliance with applicable local laws in the jurisdiction from which it operates and represents and warrants such compliance. Each party represents and warrants that the party shall have all appropriate authority and rights to grant the licenses hereunder, and that to the party's knowledge, the licenses - and in the case of Vanquish - the technology that Vanquish utilizes for the NETWORK SERVICE, do(es) not infringe on any third party(ies) (or the other party's) intellectual property rights.

9.3 Limitation of Liabilities. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS, ANY LIABILITY OF A PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF PARTNER'S COMMISSIONS PAID AND PAYABLE TO PARTNER BY VANQUISH AND INTEREST PAID AND PAYABLE BY PARTNER TO VANQUISH DURING THE TERM OF THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

9.4 Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOTH PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (C) THAT A PARTY'S SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (D) AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION" (WEB SITE). ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER.

9.5 Benefit of the Bargain. THE PROVISIONS OF THIS SECTION 9 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

10 Indemnification. Each party ("indemnitor") shall defend, indemnify and hold the other party ("indemnitee") harmless against all claims, suits, costs, damages and judgments incurred, claimed or sustained by third parties for the indemnitor's breach of this AGREEMENT and for claims of product liability and/or malpractice or misfeasance in the performance of services ("Claims"). Should any Claim give rise to a duty of indemnification under the provisions of this AGREEMENT, then the indemnitee shall promptly notify the indemnitor, and the indemnitee shall be entitled, at its own expense, and upon reasonable notice to the indemnitor, to participate in,

control the defense, compromise and to defend such Claim. The indemnitor may not settle any claim without the consent of the indemnitee, except upon terms and conditions offered or consented to by the indemnitee, which consent shall not be unreasonably withheld. Neither participation nor control in the defense shall waive or reduce any obligations to indemnify or hold harmless.

11.1 Headings and References. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph. The content in other Web sites specifically referenced in this AGREEMENT, such as URLs, is incorporated by this reference as though fully stated in this AGREEMENT.

11.2 Relationships of Parties/Third Party Rights. The relationships of the parties to this AGREEMENT shall be solely that of independent contractors, and nothing contained in this AGREEMENT shall be construed otherwise. Nothing in this AGREEMENT or in the business or dealings between the parties shall be construed to make them joint venturers or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.

11.3 Choice of Law/Attorneys Fees. This AGREEMENT is governed by the laws of the Commonwealth of Massachusetts (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this AGREEMENT shall be in the state courts in Massachusetts, and - to the extent that federal courts have exclusive jurisdiction - in Massachusetts. PARTNER consents to such venue and jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this AGREEMENT is entitled to recover from the other party its reasonable attorneys fees and costs. Vanquish controls and operates its Web site from its offices in the U.S.A. and access or use where illegal is prohibited.

11.4 Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

11.5 Severability/Waiver. If any provision of this AGREEMENT is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this AGREEMENT shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this AGREEMENT. The waiver of any breach of any provision under this AGREEMENT by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

11.6 Assignment and Acknowledgement. Neither party may assign this AGREEMENT without the prior express written permission of the other party. PARTNER's use of the NETWORK SERVICE is irrefutable acknowledgement by PARTNER that PARTNER has read, understood and agreed to each and every term and provision of this AGREEMENT. Vanquish may establish from time to time rules and regulations regarding use of the NETWORK SERVICE as published on the NETWORK SERVICE and are incorporated herein.

IF PARTNER IS AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.