



SMASH
Solutions

Smash Solutions Media Network Partnership Agreement

Smash Solutions LLC
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South Jordan, UT 84096
www.SmashSolutions.com
1-888-510-5504

This Agreement is made as of the date outlined on signature page of this Agreement, between Smash Solutions LLC and the parties detailed on the signature page. Smash Solutions principal business is located at 10757 South Riverfront Parkway Suite 275 South Jordan, UT 84095 in the United States of America. (hereinafter called "SMASH", "Organization" or "Provider") and the Partner outlined on the signature page (hereinafter called "Partner", "Media Company" or "Client"). If the partner is a Corporation, Partnership, Limited Liability Company, nonprofit or other legal entity, certain provisions of this Agreement also apply to its owners, principals, trustees, officers or shareholders.

RECITALS:

- 1) SMASH Solutions operates a powerful Software Suite that includes a state of the art Smash Media Network online advertising system. The Smash Media Network is a pay per impression, pay per click, pay per action and a powerful traffic exchange. The Smash Media Network is connected to thousands of other websites, blogs, social media sites, newspapers, radio stations, TV stations and many other marketing mediums. These Networks make the Smash Media Network a powerful tool for advertisers to obtain a high ROI on their advertising dollars.

- 2) Smash Solutions links the participants of our Ad Exchange Network together to maximize our Search Engine Placement. Linking our networks together places a synergy amongst all of our companies and when indexed by the search engines places a huge impact on our placements.

- 3) SMASH has granted access to use, the right to sublicense, and the right to operate the system outlined in this agreement. Client will gain access to use portions of SMASH Software, Marketing Resources, Development Team and Experienced Staff with the intention to operate the Smash Media Network as representations in this Agreement.

- 4) In consideration of the foregoing and mutual covenants consideration below both parties agree as follows:
 - A) Client agrees to participate in the Smash Media Network Partnership Program.

 - B) Smash agrees to participate in offering the Smash Media Network Program to Client.

 - C) Smash agrees to provide a stable, secure, feature rich system for Client to maintain their advertisers, manage their customers and provide a great ROI for their advertisers.

 - D) Smash agrees to match Clients customers purchase investment for first time users in Smash Solutions. Upon Clients Customers renewing their purchase with Client Smash will match a portion of the purchase.

 - E) Client agrees to provide space on their website for the Smash Media Network ads to appear.

 - F) Client agrees to provide linking area where the link cloud of Smash Media Network participants will appear. This will not be easily viewable to users of the system because it is designed to be picked up when search engines index each site.

 - G) Client agrees to offer a portion of advertising value provided to Clients customers in Trade to be used at the sole discretion of Smash Solutions. Any advertising done by Client in their own medium will be directed to their personal referral link and credited to their referral account.

 - H) Client and Smash agree to mutually represent one another with a high degree of professionalism. In addition both parties agree to keep information exchanged with each others companies confidential. Both parties agree to mutually support one another with best efforts to maximize this arrangement and success of this partnership.

DEFINITIONS

For purposes of this Agreement, the terms below have the following definitions:

- 1) "Control Person" means the individual who has the authority to, and does in fact, actively direct business affairs in regard to Client, is responsible for overseeing the general management of the day-to-day operations of Client and has authority to sign on behalf of Client in all contracts and commercial documents. The Control Person is identified on the Signature Page of this Agreement.

- 2) "Gross Revenue" includes the total revenues and receipts from subscriptions, membership fees, wallet overages, advertising and the sale of all products, services and merchandise sold in Client's operation of the software whether under any of the Trademarks or otherwise, including any cover charges or fees, vending or similar activities in Client website or on its premises as Smash has all licenses and usage fees. Gross Sales excludes sales taxes if any.

- 3) "Principal Owner" means any person or entity who, now or hereafter, directly or indirectly owns a 10% or greater interest in Client or any branch off organization that develops when Client is a Corporation, Limited Liability Company, Partnership, Nonprofit or a similar entity. Smash enters into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns more than a 10% interest in Client, Smash has the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if Client is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If the Client is one or more individuals, each individual is a Principal Owner. Client must have at least one Principal Owner. The Principal Owner(s) are identified on the Signature Page of this Agreement. Every time there is a change in the persons who are the Principal Owners, Client must, within 10 days from the date of each change, update this Agreement with the signature of the modified Principal Owner. This update will only affect the signature page of this Agreement by adding a new Principle Owner and does not amend any other provision of this agreement or exclude any of the Previous Principal Owners of their responsibilities. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

- 4) "System" means Smash's Software Solution, which consists of Programmed Software, artwork, designs, color scheme, signage, equipment, supplies, materials, business techniques, marketing resources, methods and procedures together with sales promotion programs, all of which Smash may modify and change from time to time. Artwork costs may apply.

- 5) "Smash Media Network Partnership Program" means this document, the Smash Terms Of Service, Disclosures and Operating Procedures. Client is responsible to know and abide by all laws and compliance requirements within their operating jurisdiction.

- 6) "Trademarks" means the Smash's Trademark and Service Mark that have been registered in the United States and elsewhere and the trademarks, service marks, copyrights and trade names as outlined by written request to Smash as they may modify and change from time to time, and the trade dress and other commercial symbols used in Smash. Trade dress includes the designs, color schemes and image Smash authorizes Client to use in the operation of Client's software from time to time.

- 7) "ENTIRE AGREEMENT" This Agreement constitutes the entire Agreement between Smash and Clients relative to the subject matter contained herein, and all prior understandings, representations and Agreements made by and between Smash and Client relative to the contents contained in this Agreement are merged into this Agreement.

- 8) "VOLUNTARY NATURE OF AGREEMENT" The parties acknowledge and agree that they have entered

into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the Terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9) "Member" Member is described as any person, entity or organization that registers on Client's website or uses any portion of Client's services.

10) "IBO" IBO is an Independent Business Owner. An IBO is in no way affiliated with the company other than an Independent Business Owner operating their own business utilizing pre-approved marketing methods.

SMASH MEDIA NETWORK OVERVIEW:

Smash Solutions Media Partnership Program is turnkey solution to offer a powerful addition to a media companies value proposition. Our system offers a new and exciting alliance between companies that sparks the interest of advertisers, increases sales teams performance, increases search engine optimization and website traffic. This alliance gives your product a more powerful impact when presenting your solution to your customers, because of the added value incentive of the advertising dollars provided from the Smash Network.

Here's how the system works. First we provide an overview of the product and agree on terms. Next we complete the agreements. Smash will provide several emails you can utilize this into your past customers, and potential customers and existing customers. When your media agreement is solidified with your customer your team must provide the contract over to Smash Solutions Corporate Offices and we will arrange to activate the customers Smash account, fund the account with the agreed upon advertising amount, send detailed instructions for starting their advertising and have a member services contact them to provide additional support. Upon each renewal agreement the process will work the same. Advertisers will have our Free access to all the services listed in the Smash Solutions Product Overview and we will provide full analytics of their advertising statistics.

Smash and Client will agree to the space on Clients Website that will be reserved for the Ad Network to appear. Once this area is selected Smash will provide code to Client. Client will have code integrated into their website and the ads will begin to appear. Any member who selects the link on the ad network will be placed in Clients Referral network as long as client has an active reseller account.

Client will provide Smash with the details to place the trade advertising in their marketing medium. Smash will provide marketing ready material for the client to place in their marketing medium. The link in the Trade material will be rotated to Smash and any advertising completed by the Client will be placed in the Clients Reseller account. Commissions will be paid based on the active Independent Business Owner level the client is signed up with.

SMASH SOLUTIONS PRODUCT OVERVIEW:

SMASH Solutions is an innovative software development and consulting firm offering a wide variety of bundled tools and unique services. The best way to present SMASH is to provide an overview of our one-of-a-kind product:

SMASH revolutionizes the way we do business. The latest in cloud-based software, SMASH is a collection of modern, must-have technologies combined into one user-friendly, all-inclusive suite. Our goal? to level the playing field. Whether you're an apprentice or an all-star, a CEO or a mom on the go, SMASH bridges every aspect of professional and personal communication with one objective in mind: Success Made Simple.

The Features

Contact Manager

Effectively group, isolate and manage networking opportunities with SMASH's comprehensive Contact Manager. From basic information to detailed descriptions, our Contact Manager is the foundation of any healthy business relationship. Take note of individual hobbies, personalities, preferences and other features critical to a marketer's success.

Use the Contact Manager to organize email addresses, social media accounts, websites and more in an easy, streamlined system. Users can also export, import, or sync contacts with ease to any Yahoo, Gmail, Facebook, or Outlook account. Once uploaded to SMASH, you can group contacts, share information and search the database. SMASH offers something no other Contact Manager on the market does. Once contacts are loaded into the system, SMASH automatically collects public domain data and files it for the user and then tracks and updates information regularly.

Integrated Calendar

Organize and prioritize effortlessly with SMASH's integrated calendar. With the ability to sync to other scheduling systems, users can add tasks, events and import other calendars from Google or Google Tasks. Having multiple calendars allows a user to better distinguish between professional and personal lives, creating more time for both. Additionally, SMASH's convenient appointment slot calendar allows any busy professional to provide customers with a link to their private or professional calendar so they can set up appointments without having to even contact the user directly.

Personal Virtual Assistant

One of the most unique features of SMASH is our exclusive Personal Virtual Assistant. Our Personal Virtual Assistant automates the personal touch, so users can manage their relationships without it dominating their day. Perception is a huge percentage of marketing. Our PVA remembers user's contacts on special occasions and sends out personalized greetings for them. The PVA works in tandem with our integrated calendar and sends automated appointment confirmations, reminders and thank yours. The PVA helps the SMASH user build businesses by fortifying relationships.

Task Manager

From a bird's eye view to every last detail, SMASH's Task Manager is the best of both worlds. View overall pending tasks, while also editing, organizing and sharing details with other SMASH users. Tasks may also be exported or imported into a CSV file. Archived and Tagging features assist users categorize and sort their tasks.

Event Manager

Keep track of even the busiest schedules. Create a spreadsheet, import and export events, share details with SMASH users and invite others to the party. The integrated calendar and event manager are easily synced for effortless time management and planning. Additionally, SMASH offers a powerful Event invitation template feature. Users can personalize their events and add a sense of flair to every special meeting.

Advertising Module

Advertising your business has never been more effective or more affordable. Create Image and Text ads that appeal to your target demographic. Use our extensive network to build a loyal clientele, while purchasing clicks and impressions to expand influence across the SMASH community and over 150,000 extended advertising partners where our ads appear. Take advantage of the reports feature which tracks analytics so you can adjust your marketing style systematically. SMASH gift certificates are available to help increase marketing exposure.

Although SMASH Solutions is not a network marketing or direct sales company, we DO believe in the power of word of mouth marketing. To leverage this powerful, quick-to-market method, SMASH offers a lucrative Reseller commission structure to those who refer new business to SMASH.

Smash Solutions Smash has organized an elite group of specialists in an array of business experiences. We customize, implement, maintain and upgrade a state of the art advertising solution with a strong compensation opportunity for potential IBO's. Client is paying to licence Smash's proprietary solution and optional add on options. The intended purpose in this license is to bring a proven highly effective and potentially very profitable business solution to the market. Client brings extensive marketing expertise and proven results to this transaction making a reciprocal profitable business venture to both parties.

SCOPE OF LEASING OF THE SOFTWARE:

Smash has customized a premier advertising, marketing, organization, IBO management, commission tracking for the purpose of building and operating the organization. Smash shall retain all copyright ownership rights in said software, software code, and agrees to service, maintain and upgrade software. It is therefore agreed that Client will not copy, share, disperse, change or otherwise distribute software package for any reason beyond the scope of this Agreement.

1) Client will be granted a non-exclusive license to use Smash's Operating and Organizational Software. Said

license will be housed on Smash's servers and will not be accessed by anyone other than Smash's authorized personnel.

2) Access to the "Administration or Back Office" of said software shall be limited to the authorized employees of Smash and/or Client organization's authorized personnel. It is agreed that each "User" of the "Staff Section" will be required to use an individual personal identification pass code to access this area.

TRADEMARK STANDARDS AND REQUIREMENTS:

1) Client acknowledges and agrees that the Trademarks/Copyrights are Smash's property and has licensed the use of the Trademarks/Copyrights to Client with the no right to sublicense to others. Smash further acknowledges that Client's right to use the Trademarks/Copyrights is specifically conditioned upon the following:

A) Trademark/Copyright Ownership: The Trademarks/Copyrights are Smash's valuable property, and it is the owner of all rights, title and interest in and to the Trademarks/Copyrights and all past, present or future goodwill of the business conducted by Client's that is associated with or attributable to these Trademarks/Copyrights. Client's use of the Trademarks will inure to Smash's benefit. Client may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest Smash's rights in any of the Trademarks/Copyrights or the goodwill associated with the Trademarks/Copyrights, including any use of the Trademarks/Copyrights in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B) Trademark/Copyrights Use: Client may not use, or permit the use of, any Trademarks/Copyrights, Trade Names or Service Marks in connection with Client's operation, except those set forth or as otherwise directed in writing. Client may use the Trademarks/Copyrights only in connection with such products and services as Smash specifies and only in the form and manner Smash prescribes in writing. Client must comply with all Trademark/Copyrights, Trade Name and Service Mark notice marking requirements. Client may use the Trademarks/Copyrights only in association with products and services approved by Smash and that meet Smash's standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale.

C) Litigation: In the event any person or entity improperly uses or infringes the Trademarks/Copyrights or challenges Client's use or Smash's use or ownership of the Trademarks/Copyrights, Smash will control all litigation and Smash has the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. Client must promptly notify Smash of any such use or infringement of which Client is aware or any challenge or claim arising out of use of the Smash Trademarks/Copyrights. Client must take reasonable steps, without compensation, to assist Smash with any action Smash undertakes. Smash will be responsible for Smash's fees and expenses with any such action, unless the challenge or claim results from Client's misuse of the Trademarks/Copyrights in violation of this Agreement, in which case Client must reimburse Smash for fees and expenses.

D) Changes. Client may not make any changes or substitutions to the Trademarks/Copyrights unless Smash directs in writing. Smash reserves the right to change the Trademarks/Copyrights at any time. Upon receipt of Smash's notice to change the Trademarks/Copyrights, Client must cease using the former Trademarks/Copyrights and commence using the changed Trademarks/Copyrights, at Smash's expense.

Smash Solution Media Network Partnership Implementation and Action Items:

1) Signing Of Agreement:

- a) Client and Smash Signs Agreement
- b) Agreement is scanned and placed on file at the corporate office.

- c) Agreement is entered into the database.
- d) Client sets up Smash IBO account and notifies Smash of the email used to set up account.
- e) Smash activates Clients Smash account and funds with initial trade dollars agreed on by both parties.

2) Implementation Plan Begins

- a) Smash submits Client website Project Plan to Graphics Team to begin creation of basic layout, color scheme, fonts, multiple design layouts, and design elements of a Client Web Portal for Clients Customers to set up their Smash account. . Programming Team begin laying out site plan and begin developing code infrastructure. Client purchases a web domain to forward to their new Partnership page.
- b) Client prepares team training to educate their staff on the Smash Media Network program. Smash can conduct the training or Client can complete the training. Clients staff is distributed with marketing collateral for sharing the benefits of the program.
- c) Client emails and mails initial client letters and introduction to the Smash Media Network partnership program. Clients complete their purchase of media and go into the Smash setup process.

Servicing Provisions:

- 1) The Parties agree that Smash's office hours are from 9:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday. Any and all non-emergency concerns, will be addressed during normal business hours.
- 2) In the event of an afterhours emergency, Smash shall provide a number for the Client to contact to remedy said situation.

Assignment/Transfer:

- 1) The terms of the Agreement shall be binding upon the successors of each party. Neither party may assign and/or transfer the Agreement without the prior written consent of the other. Such consent shall not be unreasonably withheld.

Choice of Law:

- 1) The terms of the Agreement shall be construed in accordance with the laws of the State of Utah, Delaware and the Commercial Arbitration Rules of the American Arbitration Association. In the event that conflict between the laws arises said arbitrator(s) shall apply standard Conflicts of Laws rules.

Client Terms and Options:

- 1) Relationship of the Parties. Client and Smash are independent contractors. Neither party is the agent, legal representative, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so.
- 2) In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

TERM AND RENEWAL:

1) The following provisions control with respect to the term and renewal of this Agreement:

- a) Term. The initial term of this Agreement is 1 (One) years, unless this Agreement is sooner terminated. The initial term commences upon the Effective Date of this Agreement. Smash may extend this initial term automatically after the 1 (One) years, unless written notification from Client is received requesting to cancel the extension.
- b) Renewal Term and Conditions of Renewal. Client may renew Client's license for two renewal terms, (the first renewal term is 1 (One) years; the second renewal term is 1 (One) years), provided that with respect to each renewal:
- c) Client has given Smash written notice of Client's decision to renew at least 3 (three) months but not more than 6 (six) months prior to the end of the expiring term.
- d) Client is not in default of this Agreement or any other Agreement pertaining to the Client granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing.

2) Smash shall retain the exclusive right to provide software and support services, for its proprietary software, for Client Program during said term(s) and said Client will not be allowed to add additional programs or software to Clients site without prior written consent from Smash.

3) Smash reserves the right to verify that Client is operating in all compliance requirements outlined in the Agreement, Terms of Service and Disclosure Statement. The laws outlined in these documents govern the legal operation of the system. If Client uses terminology or correspondence that guarantees returns, offers investment opportunity, employment offerings or misrepresents the pure intent of the system, Smash will notify Client via written correspondence to cease the action or actions in violation.

- a) If Client does not comply with said action or actions within 48 (Forty Eight) business hours of notification, Smash will immediately transfer ownership of Client member database and Operating components to Smash.
- b) Smash, at its sole discretion, has the authority to modify, merge, sell, stop, close, shut down, or otherwise cease providing the Smash Media Network, software and services.
- c) Smash, at its sole discretion, may reinstate said software and services upon written verification that compliance issues have been resolved.

4) Dispute Resolution will be resolved through binding arbitration of any controversy or claim arising out of or relating to this document. In the event an irreconcilable dispute arises pertaining to the Agreement, then either party may provide notice to the other party of intent to arbitrate said dispute.

- a) Within 15 (Fifteen) days of said notice, each party shall designate a person to act as an arbitrator, and within a reasonable but urgent time thereafter, a third neutral arbitrator shall be selected by the first 2 (Two) arbitrators. After their appointment, the 3 (three) arbitrators shall promptly hold an arbitration hearing at a mutually convenient and prudent location and shall make an award within 30 (thirty) days after the date such hearing is completed, unless the parties extend in writing the time in which the award may be made.
- b) At the hearing, the arbitrators shall allow each party to present its case, evidence and witnesses, if any, in the presence of the other party. The arbitration award shall include a provision for the payment by a breaching party of all costs and expenses of the arbitration including, without limitation, the payment of

reasonable attorney's fees, expert witness fees, travel fees, and the fees of the arbitrators, as the arbitrators deem just. Where not inconsistent with the terms hereof or the laws of the State of Utah & Delaware, the Commercial Arbitration Rules of the American Arbitration Association shall apply.

5) Warranties: Smash will disclaim any and all warranties, express, implied or otherwise, with regards to its software, including warranties of performance for a particular purpose, and/or merchant ability, whether expressed, implied or statutory, and whether relating to title and/or non-infringement. Smash will agree to fix, repair or amend any software issues that are related to the original software package should the software fail; however Smash will not be held responsible for any losses that may occur due to software or system failure.

6) Indemnification: Client agrees to indemnify Smash and hold it harmless from any and all costs, claims, suits, charges or allegations relating in any way to Client's use of the software. Client agrees that it will in the first instance, handle and settle or otherwise resolve any and all claims, charges, etc., whether criminal or civil, relating in any way to the software and any of its uses as made by Client.

7) Client agrees that it will reimburse Smash for any and all expenses and costs it incurs in defense of itself against any and all claims, suits, charges, etc. that may be brought against Smash arising in any way from Client's use of the software outside of its designated specifications and requirements as permissible by Smash.

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS:

1) Client must implement and abide by Smash's requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:

a) Confidential Information. Client, the Principal Owners, Guarantors, Officers, Directors, Members, Managers, Partners, Employees or Agents, or any other individual or entity related to, or controlled by, Client may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by Smash, any Confidential Information. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding Smash that is valuable and secret in the sense that it is not generally known to Smash's competitors and any proprietary information contained in the manuals or otherwise communicated to Client in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of Smash, as the content of this Agreement and any other document executed in connection with this Agreement. Any and all confidential Information, including, without limitation, proprietary secret formulas, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating Client. Smash may require that Client obtain nondisclosure and confidentiality Agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, the Principal Owners, and other key employees. Client must provide executed copies of these non disclosures upon Smash's request. Notwithstanding the foregoing, Client is authorized to disclose the terms of this Agreement to any lender providing Client financing or leasing space.

b) Exclusions: The protections and restrictions in this Agreement as to the use and disclosure of Confidential Information shall not apply to any information which the Client can show:

- is, at the time of disclosure hereunder, already published or otherwise publicly available; or is, after disclosure hereunder published or becomes available to the public other than by breach of this Agreement; or is rightfully in the Receiving Party's possession with rights to use and disclose, prior to receipt from the Disclosing Party; or is rightfully disclosed to the Receiving Party by a third party with rights to use and disclose; or No Right of Use. Nothing contained in this Agreement shall be construed as conferring upon Client any right of use in or title to Confidential Information received by

it from Smash, other than as expressly provided herein.

2) Client acknowledge that Client is an independent business and responsible for control and management of their organization, including, but not limited to, the hiring and discharging of employees and setting and paying wages and benefits of employees. Client acknowledge that Smash has no responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

3) Client must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of Client's business.

4) Participation in Internet Smash Sites or Other Online Communications.

a) Client must be aware of Smash's online marketing systems or other online communications as Smash may require. Smash has the right to determine the content and use of Smash system.

b) Client must maintain at least an active Enterprise Subscription in Smash.

c) Client may not separately register any domain name containing any of the Trade Marks nor participate in any site that markets goods and services similar to Smash without disclosing those sites to Smash. Smash retain all rights relating to Smash's site and intranet system and may alter or terminate site or intranet system. Smash requests using <http://www.SmashDomainNames.com> for purchasing domains, hosting or other web based services.

d) Client acknowledge that certain information related to Client in Smash's site or intranet system may be considered Confidential Information, including access codes and identification codes. Client's right to participate in Smash's site and intranet system, or otherwise use the Trademarks or System on the internet or other online communications, will terminate when this Agreement expires or terminates.

e) System Modifications. Client acknowledge and agree that Smash has the right to modify, add to or rescind any requirement, standard or specification that Smash prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as Smash deems appropriate. Client must comply with these modifications, additions or rescissions at Smash's expense.

Terms and Termination:

1) Client is in default if Smash determine that Client or any organizational responsible party/member of the organization breach any of the terms of this Agreement or any other Agreement between Smash and Client. Without limiting the generality of the foregoing includes making any false report to Smash, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to Smash.

2) Client or any organizational responsible party/member or any action that brings or tends to bring any of the Trademarks/Copyrights into disrepute or impairs or tends to impair Smash's reputation or the goodwill of any of the Trademarks/Copyrights, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against Client or any Principal Owner or Guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

3) Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement supersede any provision of this Agreement that is less favorable to Client.

4) Termination by Client. Client may terminate this Agreement as a result of a breach by Smash of a material

provision of this Agreement provided that:

- a) Client provide Smash with written notice of the breach that identifies the grounds for the breach; and
- b) Smash fails to cure the breach within 30 days after Smash receipt of the written notice. If Smash fails to cure the breach, the termination will be effective 60 days after Smash's receipt of written notice of breach. Smash's termination of this Agreement under this Paragraph will not release or modify Post-Term obligations.

5) Waiver of Punitive Damages. Client and Smash agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between Smash and Client, each will be limited to the recovery of actual damages sustained.

GENERAL PROVISIONS:

The parties agree to the following General Provisions:

1) Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

2) Waiver/Integration. No waiver by Smash of any breach by Client, nor any delay or failure by Smash to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed unable to enforce Smash's rights with respect to that or any other or subsequent breach. Subject to Smash rights to modify Appendices and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a written signed document by Client and Smash.

3) This Agreement together with any addendum and appendices hereto and the application form executed by Client requesting Smash to enter into this Agreement constitute the sole Agreement between Smash the parties with respect to the entire subject matter of this Agreement and embody all prior Agreements and negotiations with respect to the business. Client acknowledge and agree that Client have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of Smash business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application.

Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as noted below.

a) If intended for Smash,
addressed to: General Counsel - 10727 South River Front Parkway, Ste 275 - South Jordan, UT 84095

b) If intended for Client,
addressed to: "See Signature Page"

In either case, as the intended party may change such address by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

4) Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by the Control Person or, if on behalf of Smash, in writing executed by Smash

Executive Officers or Corporate Council.

5) References. If the Client is 2 (Two) or more individuals, the individuals are jointly and severally liable, and references to Client in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

6) This Agreement shall be construed and governed in all respects in accordance with the laws of Utah and Delaware in the United States of America and the Parties hereby submit to the jurisdiction of these courts.

IN WITNESS WHEREOF, the parties have duly executed this Smash Solutions Media Network Partnership Agreement as of the Effective Date listed in the signature area . All notices pursuant to this Agreement shall be delivered to the persons set forth below at the addresses set forth below:

Print Name

Print Name

Signature

Signature

Company

Company

Address

Address

Phone Number

Phone Number

Date

Date

Print Name

Print Name

Signature

Signature

Company

Company

Address

Address

Phone Number

Phone Number

Date

Date