



Harbour Equity Partners

Phone 888.943.4443

Fax 888.943.4443

Affiliate Program Agreement

This agreement is a binding, legal contract between you, the Affiliate and our business, the Company. The Affiliate Program is administered through our Company pursuant to the policies at our Company Web site, HarbourEquityPartners.com as well as this agreement. Company reserves the right to change the Company's products, however commission percentages for products will remain on a "per deal" basis as outlined on the client disclosures. Affiliate is solely an Independent Contractor when acting as an Affiliate, and partnership is limited to the transactions that are submitted and funded. No joint venture or other legal entity is created between Company and Affiliate. Affiliate represents and warrants to Company, that Affiliate has read and understands the Company Affiliate Disclosure that is set forth on our web site and agrees to the terms set forth therein. Company reserves the right to amend this agreement as needed from time to time, and Affiliate agrees that any and all such amendments will apply to Affiliate. The continuation of Affiliate status, promoting or marketing the Company, Company products or services, or Affiliate's acceptance of income, shall constitute Affiliate's acceptance of any and all amendments. Affiliate agrees to review any amendments that are forward by email as changes or additions to take place. The date of the last change or addition to this agreement is posted at the end of this document. All affiliates must be 21 years of age or older. If you are under 21 years of age you are NOT permitted to be an affiliate. Affiliate agrees to receive e-mail from Company, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

Affiliate agrees to represent Company, Company products and services as set forth in the official Company Affiliate Disclosures and Company marketing materials. Affiliate will make no claims regarding potential income, earnings, products, or services beyond what is stated in the Affiliate Disclosures. Affiliate also agrees not to reproduce commission checks or distribute commission checks in any form or by any means.

Affiliate agrees not to disparage Company, Company products or services other Company Affiliates in any manner. Affiliate understands that disparagement may result in the immediate suspension or termination of Affiliate account with a cancellation of any pending commissions.

SPAM PROHIBITED

Company has low tolerance toward any Affiliates associated with spam in relation to our domain address. Company will immediately terminate any Affiliate account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk e-mail with regard to our domain address. Company will report spam, along with all the spammer's identifying information, to the Federal Trade Commission and other agencies for civil and criminal prosecution. Affiliate agrees to comply with all U.S. State and Federal spam laws, including but not limited to the Federal CAN-SPAM Act as it applies to our domain and email agreement.

PAYMENTS

Commissions, will be paid by our Company escrow as outlined in the client disclosures that are issued on each transaction. All Affiliate and 3rd party payments will be made by wire in U.S. dollars or by check if requested. If a transaction is canceled and escrow is not executed, commissions do not get disbursed. Company will only pay commissions to the parties on transactions that are appropriately disclosed on the transaction breakout sheet, also known as the disbursement sheet.

NO INCOME CLAIMS ARE MADE

Company makes no representations or warranties whatsoever, regarding potential income that may result from participation in Company's Affiliate Program and Company specifically disclaims any and all warranties in regards to Affiliate's earning potential.

Affiliate agrees to provide Company with a valid contact information upon registration.

Company will make every reasonable effort to accurately track and pay commissions for all commissions that belong to or are credited to Affiliate. Company is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily interfere with, disrupt or diminish tracking or service.

Company 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 where Company has been advised of the possibility of such damages. Company's total liability arising from this agreement or program shall not exceed the total commissions paid or payable by Company.

Company is responsible for handling all customer inquiries, fulfilling products, customer disclosures and collection of monies.

PRIVACY POLICY

To protect privacy, under Company's Privacy Policy, if deemed necessary Company reserves the right to withhold contact information identifying Affiliates, Bankers, Underwriters, and Agents of Company. Customer contact and personal information will also be held privately on our secure server platform not to be used out side of the business intended. Company reserves all rights in or to its trademarks and service marks and copyrights, although they may be used by Affiliate in accordance with this agreement. Affiliate may in no way display a Company logo, image, or trademark which may be distasteful, defame, or misrepresent Company in any way.

PROHIBITED WEBSITES

Affiliate agrees not to misrepresent Company products or services. Affiliate also agrees not to advertise Company products or services on Web sites that promote sexually explicit material, violence, Warez or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities. Company reserves the right to terminate your affiliate status for any reason in our sole and absolute discretion, including but not limited to the reasons set forth herein. Company makes no warranties expressed or implied for the Affiliate Program except as outlined in this Agreement.

Affiliate program is provided As Is.

LIMITS AND LIABILITIES

Company and Affiliate reserve the right to terminate this agreement at any time, without notice. If terminated, outstanding commissions shall be paid for all outstanding transactions as long as the terms of this agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate will NOT be withheld for any period of time. Affiliate is solely and fully responsible for any and all costs and expenses Affiliate incurs in the marketing of the Company, Company products and services, and Affiliate agrees to hold Company harmless from same. In the event that any provision of this Agreement is held to be invalid or unenforceable, said 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. As an Affiliate you agree that this offering is made from the Company locations and shall be governed by the laws of the States where the Company is located, in the U.S.A.. This Agreement shall be governed by and construed in accordance with the laws of the States the Company is located in, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the States where the Company is located. In addition, you agree to submit to the jurisdiction of the courts of the States where the Company is located, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the city and state where the company is located.

The Company obligations and Affiliate remedies are solely and exclusively as described and limited in this agreement and if applicable, on the Company's affiliate information. Company liability, whether based on contract, tort, warranty, strict liability, or other legal claim, shall not exceed the, services or commission owed, whose alleged defect or damage is the basis of the claim. In no event shall Company be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage to Affiliate.

Company reserves all rights not expressly granted here.

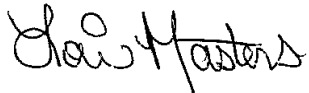
RESPOSIBILITIES

Affiliate is solely responsible for ensuring that their Affiliate profile and Link is set up properly. Setup will entail.

- Having proper wiring instructions for you as the Affiliate.
- Having properly conveyed any 3rd party (broker) fees per every transaction.
- Having proper email and phone setup for communication.
- Properly assisting in the transactions as needed by Company.
- Properly handling Company material and sensitive client information.
- Properly setup and requested Harbour Equity Partners email. (if needed)

If this agreement properly sets forth our understanding, please sign and return a copy to us at your earliest convenience to, Affiliate@HarbourEquityPartners.com or fax to 631-343-4205

Dated: July 18, 2009



Lori Masters
VP Business Development

ACCEPTED AND AGREED

Print Accepting Affiliate Name