



Welcome to

where getting started on your future is as easy as



This package is broken down into two sections; information to be read and kept for your records and forms to be completed and returned to OfferHubb™.

The *Terms and Conditions*, *Compensation Plan*, and the *Policies and Procedures Manual* are tools for you to help in becoming an OfferHubb™ success story. **They should be read in their entirety.** Should you have any questions on anything contained in these documents, please feel free to review the FAQ section at OfferHubb.net or simply contact us at questions@OfferHubb.com. These documents are for your records; do not return them with your application.

The documents that will need to be returned to OfferHubb™ will be clearly marked.



Read *thoroughly* all of the materials provided.



Fill out the Applicant Information and Affiliate Agreement pages.

If you would like to purchase Advertising Credits or enroll in an Auto-Ship Advertising Program, just check the appropriate boxes. If not, simply leave them blank or cross out those sections.



Return only the completed and signed application pages, along with payment (e-check, check, or wire) to OfferHubb™ via fax, mail, or email.

Copies of the Compensation Plan, Terms and Conditions, and Policies and Procedures Manual do not need to be returned.

That's it. You'll receive confirmation back from OfferHubb™ and will be provided information on websites, training opportunities, business cards, videos, and webinars as they become available.

Welcome Aboard,

The OfferHubb™ Team



Applicant Information

Sponsor Name: _____

* Registration type: Individual / Corporations / Limited Liability Company / Partnership

*Your Name: _____

* Business Name: _____

* Social Security Number (SSN); or,
Employer Identification Number (EIN) _____

*Address Line 1: _____

Address Line 2: _____

*State: _____

*Zip Code: _____

*City: _____

*Cell or Business Phone: _____

*Home Phone: _____

*Email Address: _____

*User Name _____

*Password: _____

*Confirm Password: _____

Social Security Number. In order to complete the enrollment process, you will need to complete and submit the attached IRS Form W-9 to OFFERHUBB. You may also download Form W-9 from the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. If a valid W-9 is not received by the Company within 60 days from the date of your enrollment, the enrollment process will not be finalized and then you shall not be permitted to become an Affiliate, sell the Company's products, or participate in the OFFERHUBB Affiliate Plan.

Assumed Names, Corporations, Limited Liability Companies, Partnerships, or Trusts -- If your business will be owned by a corporation, LLC, partnership, or will be operated under an assumed name, you must complete a Business Entity Registration Form and mail it to OFFERHUBB within 30 days of the date of this Application and Agreement.

Affiliate Application and Agreement

The following OFFERHUBB.net, Inc. (hereinafter referred to as "OFFERHUBB") Affiliate Application and Agreement ("Affiliate Agreement") is a legal agreement between you and OFFERHUBB. OFFERHUBB IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE AFFILIATE AGREEMENT TERMS AND CONDITIONS, THE POLICIES AND PROCEDURES AND THE COMPENSATION PLAN (attached hereto). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THESE DOCUMENTS.

Affiliate Agreement Terms & Conditions

I have read and agree to the Affiliate Agreement Terms & Conditions contained at the end of this Application.

Policies & Procedures and Marketing Plan

The Policies and Procedures Manual and the Compensation Plan are incorporated into and made a part of the Terms and Conditions of the Affiliate Agreement. To become an OFFERHUBB Affiliate, you must acknowledge that you have read, understand, and agree to adhere to the terms of those documents.

_____ I have read, understand and agree to abide by the terms set forth in the Policies and Procedures Manual.
Initial

_____ I have read, understand and agree to abide by the terms set forth in the Compensation Plan.
Initial

Optional - Product Purchase

As a newly registered Affiliate, you may select to purchase OfferHubb advertising credits for personal or business use, resale, or to provide to prospective merchants in order to promote sales. Each \$500 provides a single business with one (1) month's access to advertise through OfferHubb.com (including via OfferHubb's email alerts and mobile apps) with the exception of the first \$500 purchased by Affiliate from OfferHubb, which will allow two (2) businesses the opportunity to use OfferHubb's advertising platform, each for one (1) month.

There is no requirement for Affiliates to purchase any Advertising Packages.

- \$500.00 Advertising Package
- \$2,500.00 Advertising Package
- \$5,000.00 Advertising Package
- \$10,000.00 Advertising Package

Or

- Custom Package _____ x \$500 (up to a total of \$10,000)
Units

_____ I agree to purchase the above marked Advertising Package.
Initial

If you make a purchase from OfferHubb you are purchasing advertising space on OfferHubb's website and mobile applications. You are **NOT** purchasing stock or any other form of "investment" or equity. You **MUST** actually use the advertising that you purchase, sell the advertising, or allocate it to potential advertising customers to help grow your business.

Optional - Auto-Ship Advertising Program (ASAP)

OfferHubb wants to provide all Affiliates with immediate access to our advertising products in order to help accelerate the growth of your business. We believe there is no better way to grow your business than to see firsthand how effective and valuable our advertising platform is to merchants. The Auto-Ship Advertising Program ("ASAP") has been designed to allow everyone the ability to easily share a highly discounted entry level package with potential customers so Affiliates can quickly see the benefits OfferHubb advertisers experience. ASAP packages may be sold or purchased directly by Affiliates.

There is no requirement for Affiliates to purchase Auto-Ship Advertising Packages.

- \$20** Provides a single user or merchant the ability to advertise a single offer on the OfferHubb system which is valid for redemption over any **thirty (30) day** period targeting a single zip code and Qualified Affiliates will earn **20** monthly Auto-Ship Points (ASP).
- \$50** Provides a single user or merchant the ability to advertise a single offer on the OfferHubb system which is valid for redemption over any **thirty (30) day** period targeting two zip codes and Qualified Affiliates will earn **50** monthly ASP. Auto-Ship Points (ASP).
- \$100** Provides a single user or merchant the ability to advertise up to two separate offers on the OfferHubb system which are valid for redemption over any **thirty (30) day** period targeting up to four zip codes and Qualified Affiliates will earn **100** monthly Auto-Ship Points (ASP).
- ✓ Each Affiliate may only use or sell only one (1) Auto-Ship Advertising Package per month.
-a single \$20, \$50, or \$100 package, and not a combination of multiple different sized packages.
 - ✓ Auto-Ship Advertising Packages may be sold directly to merchants or may be purchased by Affiliates and used for personal or business use, resold to merchants, or used to provide prospective merchants with an opportunity to try the OfferHubb™ advertising system in order to promote sales.
 - ✓ There is no long-term commitment and **packages may be cancelled anytime.**
 - ✓ Refer to Compensation Plan for details on commissions, bonuses, and restrictions on use and qualifying with ASAP packages.

Please choose only one:

- \$20 **ASSOCIATE** Auto-Ship Advertising Package
- \$50 **DIRECTOR** Auto-Ship Advertising Package
- \$100 **EXECUTIVE** Auto-Ship Advertising Package

I agree to enroll in the above marked Auto-Ship Advertising Package Program per the terms above and below.

_____ I authorize OFFERHUBB to charge me for the above marked ASAP package on a monthly basis unless cancelled.
Initial I understand I may cancel the ASAP package at any time or may sell the package and have the merchant or business contract directly with OfferHubb for the purchase.

Signature – Application

By "signing" below and submitting this application, you: 1) certify that you are of legal age (the age of majority) in the state in which you reside; 2) verify that you have carefully read and agree to abide by all of the terms set forth in the [Affiliate Application and Agreement](#), [Affiliate Agreement Terms & Conditions](#), the [Policies and Procedures Manual](#) and the [Compensation Plan](#); 3) certify that the Social Security Number or Employee Identification Number entered above is your correct taxpayer identification number; and 4) further certify that you have not been a OFFERHUBB Affiliate, or a partner, shareholder, or principal of any entity having an OFFERHUBB business within the past six months. In the event your Application is accepted by OFFERHUBB, you will have the right to terminate the Agreement at any time, with or without reason. Such termination must be in writing.

Signature:

Name:

Date:

Terms & Conditions

1. I understand that as an OFFERHUBB Affiliate:
 - a. I have the right to offer for sale OFFERHUBB products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll merchants in OFFERHUBB's marketing and advertising programs.
 - c. If qualified, I have the right to earn commissions pursuant to the OFFERHUBB Compensation Plan.
2. I agree to present the OFFERHUBB Compensation Plan and OFFERHUBB services as set forth in official OFFERHUBB literature.
3. I agree that as an OFFERHUBB Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of OFFERHUBB. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF OFFERHUBB FOR FEDERAL OR STATE TAX PURPOSES.** OFFERHUBB is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the OFFERHUBB Policies and Procedures and the OFFERHUBB Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from OFFERHUBB. I understand that the OFFERHUBB Policies and Procedures and/or the OFFERHUBB Compensation Plan may be amended at the sole discretion of OFFERHUBB, and I agree to abide by all such amendments. Notification of amendments shall be posted on OFFERHUBB's website and shall become effective 30 days after publication. The continuation of my OFFERHUBB business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I choose not to renew my OFFERHUBB business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate, I shall not be eligible to sell OFFERHUBB products and services, nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of myself or my former downline organization.** OFFERHUBB reserves the right to terminate all Affiliate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Affiliates may cancel this Agreement at any time, and for any reason, upon written notice to OFFERHUBB at its principal business address.
6. I may not assign any rights under the Agreement without the prior written consent of OFFERHUBB. Any attempt to transfer or assign the Agreement without the express written consent of OFFERHUBB renders the Agreement voidable at the option of OFFERHUBB and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, OFFERHUBB may, at its discretion, impose disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that OFFERHUBB may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to OFFERHUBB.
8. OFFERHUBB, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release OFFERHUBB and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release OFFERHUBB and its affiliates from all liability arising from or relating to the promotion or operation of my OFFERHUBB business and any activities related to it (e.g., the presentation of OFFERHUBB products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify OFFERHUBB for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by OFFERHUBB at its discretion, constitutes the entire contract between OFFERHUBB and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by OFFERHUBB of any breach of the Agreement must be in writing and signed by an authorized officer of OFFERHUBB. Waiver by OFFERHUBB of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between an Affiliate and OFFERHUBB arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. OFFERHUBB shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, OFFERHUBB shall be entitled to bring an action before the State or Federal Courts in Orange County, California, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

13. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, an action by OFFERHUBB for equitable relief, or any other matter not subject to arbitration.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. Montana Residents: A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

16. I authorize OFFERHUBB to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

NOTICE OF RIGHT TO CANCEL

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any tangible goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, Fax (1-800-948-9080), Email (cancellations@OfferHubb.com), or mail (OfferHubb.Net, Inc., File 1559, 1801 W. Olympic Blvd., Pasadena, CA 01199-1559) a signed and dated copy of this Cancellation Notice or any other written notice, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____



POLICIES AND PROCEDURES MANUAL

CODE OF ETHICS

OfferHubb has made a commitment to provide the finest mentoring and training services backed with impeccable service. In turn, the company expects OfferHubb Affiliates to reflect that image in their relationships with Merchants, Consumers and other Affiliates.

As an Independent Affiliate you are generally free to operate your business as you see fit but it is to our mutual, long-term advantage if you accord to the highest standards of integrity and fair practice in your role as an OfferHubb Affiliate. The Code of Ethics, therefore, states:

As an Independent Affiliate:

- ◆ I will conduct my business in an honest, ethical manner at all times.
- ◆ I will make no representations about the benefits associated with OfferHubb services other than those contained in officially-approved corporate literature and videos.
- ◆ I will provide support and encouragement to my merchants and customers to ensure that their experience with OfferHubb is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- ◆ I will motivate and actively work with Affiliates of my downline organization to help them build their OfferHubb business.
- ◆ I will refrain from exaggerating my personal income or the income potential in general and will stress to Affiliate candidates the level of effort required to succeed in the business.
- ◆ I will not abuse the goodwill of my association with OfferHubb to further and promote other business interests (particularly those which may be competitive to OfferHubb) without the prior written consent of OfferHubb.
- ◆ I will not make disparaging remarks about other products, services, Affiliates, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow OfferHubb Affiliates.
- ◆ I will abide by all of the Policies and Procedures of OfferHubb as included herein, or as may be amended from time to time.

POLICIES AND PROCEDURES

1. AFFILIATE REQUIREMENTS

In order to become an Affiliate the applicant must be the age of majority in the state in which he/she resides. To become an Affiliate an applicant must complete an official OfferHubb Application and Agreement on which is recorded his/her social security number or taxpayer identification number. That Application and Agreement must be accepted by the company at its home office and notice of its acceptance received by the applicant.

For corporations registering as an OfferHubb Affiliate the Federal Employer's Identification Number (FEIN) shall be included on their application. OfferHubb reserves the right to accept or reject anyone as an Affiliate.

Husband and wife may each have their own membership; however, under no circumstances may husband and wife be sponsored in different organizational lines. Either the husband or the wife must be the sponsor of the other. Any attempt at dual-line sponsoring will be terminated by the company.

2. PARTNERSHIP OR CORPORATION REQUIREMENTS

A partnership or corporation may hold a Membership upon completion of the Affiliate application form, and providing on that form in the appropriate space, a Federal tax ID number. However, an individual may not participate in more than one (1) Membership of any kind. An Affiliate may change status under the same sponsor from individual to partnership or corporation, or from partnership to corporation with proper and complete documentation.

The person signing the application on behalf of a partnership or corporation must have the authority of the partnership or corporation for entering into the transaction. In addition, by signing for a partnership or corporation, you certify that no person with an interest of debt or equity in the business has had an interest in a membership in OfferHubb within six (6) months of the date of signature.

3. SPONSORSHIP

All Affiliates have the right to sponsor others anywhere within the United States, or other nations as they may from time to time be opened by OfferHubb, bearing in mind the need for personal contact. Every person has the ultimate right to choose his/her own sponsor when they initially sign-up as an Affiliate with OfferHubb.

If two Affiliates should claim to be the sponsors of the same new Affiliate, OfferHubb shall acknowledge the first application received at corporate headquarters.

As a general rule, it is good practice to regard the first Affiliate who meaningfully worked with a prospective Affiliate or Customer as having first claim to sponsorship. Basic tenets of common sense and consideration should govern. Cross-sponsorship and cross-recruiting are strictly prohibited with the OfferHubb organization.

In regard to any dispute, OfferHubb reserves the right to make the final decision.

4. SPONSOR RESPONSIBILITIES

Any Affiliate who sponsors other Affiliates must fulfill the obligation of performing a bona fide supervisory and training function on behalf of those sponsored.

Affiliates must have ongoing contact, communications, and management supervision with their sales organization. Examples of such supervision may include, but are not limited to the following: newsletters, written correspondence, personal meetings, telephone contact, training sessions, or accompanying individuals to corporate events.

5. NETWORKING COOPERATION

It is strongly recommended that Affiliates belonging to different networks cooperate with each other for mutual success. There are many benefits which can be accrued from such cooperation.

6. TRANSFERS OF SPONSORSHIP

OfferHubb prohibits the transferring from one sponsorship to another. The integrity of the entire network organization is based on the strength of the structure with the network. Allowing for transfers from one sponsor to another can only lead to strife and disaster.

The only way that an Affiliate will be allowed to transfer sponsorship lines is by written resignation to the company, at which time the Affiliate may rejoin the network in six (6) months under a new sponsor. It is important to note, however, that the Affiliate will not be allowed to transfer their downline or qualified position with them.

7. DEATH OF AFFILIATE

Upon the death of an Affiliate his/her rights to commissions and marketing position, together with the Affiliate's duties and responsibilities, shall pass to the successors in interest upon written notice to OfferHubb.

In order to protect the company from fraud, OfferHubb requires a certificate of death and certified copy of the will, trust or other device, such as Letters Testamentary or Letters of Administration from a probate court, before giving effect to the transfer of the Membership from the deceased Affiliate to the named transferee. The successor Affiliate shall be required to execute a new OfferHubb application.

8. SALE OF MEMBERSHIP POSITION

As Independent Affiliates you are free to sell or assign your position for the going market price. However, in order to protect the integrity of OfferHubb, any such sales agreements or transfers of interest must be approved by OfferHubb for substance and form prior to sale. There will be a nominal fee for this review process of \$200.00 per sales transaction.

OfferHubb reserves the right to accept or reject the sales agreement and transfer based on the qualifications of the purchasers, any misrepresentations by the seller, or other material issues involving the sale that may have detrimental results for OfferHubb.

9. REPRESENTATIONS BY AFFILIATES

Affiliates are independent contractors, fully responsible for their own business procedures and are not to be considered purchasers of a franchise or employees of OfferHubb. The agreement between OfferHubb and its Affiliates does not create an employer/employee relationship, agency, partnership or joint venture between OfferHubb and the Affiliates.

Affiliates must not represent themselves in any way, orally or in writing, as being an agent or employee of the company. Affiliates have no authority to bind OfferHubb to any obligation. Each Affiliate shall hold OfferHubb harmless for any claims, damages or liabilities arising out of the Affiliate's own business practice. OfferHubb will take aggressive action to insure that Affiliates that violate this policy will be terminated and reported to the proper authorities.

Affiliates are responsible for any expenses which result from their business operations, including, but not limited to, advertising, taxes, fees, legal costs and telephone expenses. OfferHubb does not accept collect telephone calls.

The Affiliate may not use the company name on any written forms or documents (e.g. stationery, bank accounts, and business signs) without stating "Independent Affiliate" and prior approval by the company.

10. AFFILIATE MATERIALS

Affiliates are paid commissions on direct sales and on sales of their downline networks per the OfferHubb Compensation Plan. Affiliates are required to pay a \$99.99 sign-up fee and an annual fee every twelve (12) months thereafter. This fee includes affiliate access to approved sales and training videos and customer and affiliate support. No additional product purchase is ever required to be an Affiliate of OfferHubb.

11. RETAIL SALES

Personal service and retail sales to the customer are the foundation of OfferHubb. The entire commission structure is based upon volume of retail sales referred by the individual Affiliate as well as their entire organization.

OfferHubb services may be referred by registered Affiliates. Affiliates may refer company services to retail customers for their personal use, not for resale to other consumers.

12. RETAIL SALES IN STORES OR OTHER OUTLETS

To ensure that each Affiliate has a fair and equal opportunity, and to encourage ongoing personal support, it is strictly forbidden for OfferHubb services to be sold in any retail outlet, without prior written consent of OfferHubb. Literature, may however, be displayed referring the consumer to an Independent Affiliate.

13. AFFILIATE ETHICS

OfferHubb will not permit activity that is obviously unethical or unprofessional. Even though the line between aggressive professional marketing efforts and unethical behavior and harassment can be vague, OfferHubb will intercede when such behavior is evident, and reserves the right to use its sole judgment in deciding whether certain Affiliate activities are inappropriate and, if determined to be so, to act accordingly.

14. REFUND POLICY

Any unused advertising may be returned to OfferHubb for a full refund, less any commissions, overrides, or bonuses paid. In the event of a refund, OfferHubb reserves the right to recover any commissions, overrides, and bonuses paid to Affiliate's upline for the returned items.

15. THE 70% Rule

OfferHubb will strictly adhere to the policy that prior to honoring an order for product by an Affiliate, the Affiliate must certify that he/she has placed or sold to non-Affiliate merchants at least 70% of all prior inventory purchased. An Affiliate will be allowed by **OfferHubb** to purchase a reasonable amount of product for personal use and enjoyment, direct sales, and also to be used as samples or to provide free trials to Merchants in an attempt to create additional outside sales.

The company will monitor compliance with this rule, and any fraudulent information supplied by the Affiliate will be grounds for termination. For this reason it is important that the Affiliate keep accurate sales records.

It is company policy to strictly prohibit the purchase of advertising packages in unreasonable amounts solely for the purpose of qualifying for commissions or advancement within the compensation plan. All such forms of frontloading or stockpiling are strictly prohibited.

16. SALES TAX

OfferHubb services may be subject to sales tax in the state, county, or city that levies such a tax and in which a sale occurs. OfferHubb will handle collection and payment of applicable sales taxes for OfferHubb advertising products sold directly to Merchants or to Affiliates. Affiliates should refer to their own tax advisors to determine if any additional filings or taxes are required.

17. INDIVIDUAL TAXES

Each Affiliate shall comply with all state and local taxes and regulations governing the sale of OfferHubb services. Additionally, each Affiliate is required to provide on their Affiliate application form either their Social Security number, taxpayer identification number, or Federal tax ID number. As the Affiliate is a self-employed contractor, OfferHubb does not deduct any personal taxes from commission checks.

At the end of the calendar year, OfferHubb is obligated by law to provide the Affiliate and the Internal Revenue Service with a form 1099 reporting the Affiliate's annual income from OfferHubb. This is required for any OfferHubb with earnings in excess of \$600.00 for the calendar year.

18. PROPRIETY NATURE OF DOWNLINE REPORTS

The company may from time to time supply data processing information and reports to OfferHubb Affiliates concerning their downline organizations. The Affiliate agrees that such information is proprietary and confidential to both the company and the individual Affiliate and is transmitted to the Affiliate in confidence.

The Affiliate agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the company directly or indirectly.

The Affiliate and the company agree that, but for this agreement of confidentiality and nondisclosure, the company would not provide the above confidential information to the Affiliate.

19. AMENDMENTS

OfferHubb expressly reserves the right to alter or amend product prices, product availability and/or product contents, policies and procedures, and compensation plan.

Such amendments are automatically incorporated as part of the agreement between OfferHubb and the Affiliate when published in official company literature.

20. PRODUCT AND INCOME CLAIMS

OfferHubb Affiliates agree to make no false or fraudulent representations about the company, its products, services, the compensation plan or earnings potential.

The Affiliate must not make any claims for OfferHubb services which are not supported by facts contained in official company literature.

When discussing the OfferHubb opportunity or Compensation Plan, Affiliates must include the following disclaimer. "If you make a purchase from OfferHubb you are purchasing advertising space on OfferHubb' website and mobile applications. You are NOT purchasing stock or any other form of "investment" or equity. You MUST actually use the advertising that you purchase, sell the advertising, or allocate it to potential advertising customers to help grow your business." Any Affiliates making any representations relating OfferHubb to purchasing stock or any other form of "investment" or equity shall be subject to sanctions, up to an including termination of membership.

21. ANNUAL RENEWAL FEE

Affiliates are required to renew their agreements on the anniversary of the date they became Affiliates. The annual renewal fee is to be \$99.99. Renewal forms will be distributed by OfferHubb approximately two (2) months prior to the anniversary date of the individual Affiliates. Failure to return the renewal fee and agreement by the anniversary date will be construed as a resignation and all agreements between the company and the Affiliate will be considered null and void. Annual renewal fee amount may be subject to change upon notification by OfferHubb.

22. AFFILIATE CHANGE OF ADDRESS

Affiliates must report any change of address by sending written notice to the OfferHubb headquarters office.

23. RESIGNATION OF A AFFILIATE

An Affiliate has the right to terminate their agreement at any time and for any reason without reason without penalty by giving seven (7) days written notice to the company at its principal place of business.

At the end of the seven (7) day notice period, all rights to commissions, position, and wholesale purchases cease, and the Affiliate is no longer entitled to advertise, sell, or promote OfferHubb services. The former Affiliate's downline shall be transferred to his/her sponsor.

The resigning Affiliate is not eligible to be sponsored into OfferHubb again for a period of six (6) months following the date of termination.

24. TERMINATION BY INACTIVITY

After six (6) months of consecutive inactivity, OfferHubb reserves the right to delete Affiliate from the commission structure. The deleted Affiliate will, however, be eligible for immediate re-sponsorship.

25. TERMINATION OF MEMBERSHIP

The company reserves the right to terminate any Membership at any time, or suspend said Affiliate for a probationary period, when it is determined that the Affiliate has violated the provisions of the Affiliate Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing.

Upon such a termination, the company shall notify the Affiliate by certified mail at the latest address listed with the company.

The terminated Affiliate agrees to immediately cease representing himself/herself as an Affiliate, and will not be allowed to ever return to the position of Affiliate with OfferHubb. Where applicable state law on termination of an Affiliate is inconsistent with company policy, such state law termination procedures shall be in force.

If the Affiliate wishes to appeal the termination, OfferHubb must receive the appeal, in writing, within fifteen (15) days from the date of mailing of the company's termination letter. If the appeal is not received within the 15-day period, the termination will be automatically deemed final. If the Affiliate files a timely appeal of termination, OfferHubb will review and reconsider the termination, consider any other appropriate action and notify the Affiliate of its decision. The decision of the company will be final and subject to no further review.

In the event that the termination is not rescinded, the termination will be effective as of the date of the company's original termination notice.

Upon termination of a Membership, all rights to commissions, position, and wholesale purchase rights cease. The terminated Affiliate's organization shall be transferred to his/her sponsor. The terminated Affiliate will not be eligible for future sponsorship.

26. ADVERTISING

Because Affiliates are independent contractors they may promote their business in any legal and ethical manner, and may advertise without company approval, provided that they do not use the corporate name, logo or trademarks.

Any advertisement which utilizes the company name, logo or trademarks must be approved by the company prior to any advertisement. The ad must also state that the individual placing the ad is an "Independent Affiliate".

Affiliates are prohibited from answering the phone in any manner that would give callers reason to believe that they have reached the corporate offices of OfferHubb.

The company strictly prohibits Affiliates from utilizing web sites to advertise or promote the services or opportunity, other than the official company sponsored and maintained web site, without prior approval from the OfferHubb.

27. DELIVERY AND PAYMENT METHODS

OfferHubb will not accept orders on a C.O.D. basis. All orders must be prepaid with an e-check, check, cashier's check, money order, or an approved Visa or MasterCard, or American Express Card or Discover Card.

Delivery will be within ten (10) days of receipt of order, unless some unforeseen event causes a delay in shipment.

28. WAIVER

The company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the company who is authorized to bind the company in contracts or agreements specifies in writing that the company waives any of these provisions.

29. GOVERNING LAWS

These rules are reasonably related to the laws of the State of California and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Affiliate application, which shall in all cases be the County of Orange in the State of California.

30. INVALIDITY OF ANY PARAGRAPH

Should any portion of these policies and procedures, of the Affiliate's Application and Agreement, or any other instruments referred to herein or issued by the company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

31. SANCTIONS AND ENFORCEMENT ACTION

Sanctions will not be employed lightly, nor will the company be arbitrary or unfair in their use. It is important to remember, however, that an Affiliate who violates these policies and procedures jeopardizes the integrity and standing of all Affiliates.

The company reserves the right to revoke the status of Affiliates or place violators on probation for a period which may delay their eligibility for advancement in the marketing plan. It is for the benefit of everyone that every Affiliate abides by the letter and spirit of these policies and procedures.

32. NOTICES TO OfferHubb.

Any notice to OfferHubb should be sent to the corporate office at:

**OfferHubb.net, Inc.
8001 Irvine Center Drive, Suite 400
Irvine, CA 92618**

33. CHARGE BACKS

If commissions have been paid to an Affiliate and subsequent returns on products occur which cause refunds to be issued to the purchaser, the commissions overpaid will be charged back against the Affiliate's next check, or first check with available commissions to cover the refunds.

34. WELCOME TO OfferHubb!!!

OfferHubb looks forward to a long and successful future with each and every one of you. **Welcome to the team!**