

NCD AFFILIATE SERVICE AGREEMENT

INTRODUCTION. This Exchange AFFILIATE Service Agreement (this "Agreement") shall govern the relationship between NCD Financial, LLC, a Virginia Limited Liability Corporation, with offices located at 3911 N Schreiber Way, Coeur d'Alene, ID 83815 (NCD), and the party requesting the Services ("You" "Your" or "AFFILIATE") with respect to the referral service (the "Service") offered through NCD. You and NCD may also be individually referred to herein as "Party" and collectively as "Parties."

TO USE OR ACCESS THE SERVICES, YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING "I ACCEPT" WHERE INDICATED. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE SERVICES OR EXERCISE ANY OTHER RIGHT IN CONNECTION THEREWITH.

If You have registered for or on behalf of an entity, you are deemed to have accepted this Agreement on behalf of such entity. To the extent AFFILIATE is a network of third parties, then AFFILIATE shall be responsible to ensure that such third parties comply with the terms of this Agreement and the terms of the applicable NCD Program(s). If you do not agree to the terms of this Agreement in its entirety, You are not authorized to: (a) register as a AFFILIATE; (b) use the Service; and/or (c) use the Site (defined as any NCD Financial, LLC website property), in any manner or form whatsoever. NCD may, in its sole discretion, refuse to register You as an AFFILIATE and/or terminate Your participation in an NCD Program (as defined below) at any time for any reason. To the extent that the terms of any NCD Program are in conflict or inconsistent with this Agreement, this Agreement shall take precedence and control.

You agree to use the Site, the Service and any additional products and/or services offered by NCD only in accordance with this Agreement. NCD reserves the right to make changes to the Site, Service and this Agreement at any time and the revised version of the Agreement shall become effective after 30 days of being posted on the Site. Following such 30 day period, Your continued use of the Site and/or Service after any such modification thereof shall constitute Your consent to such modification.

In consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Participation in NCD Programs.

a. Accessing NCD Programs. AFFILIATE may apply to NCD Programs for the opportunity to earn AFFILIATE Fees by promoting NCDs in accordance with the NCD Program terms and this Agreement. Once approved by the NCD for acceptance into its NCD Program, AFFILIATE consents to, and shall be bound by, the terms and conditions of the NCD Program and AFFILIATE may utilize links to NCD's web site or offers in accordance with the NCD Program terms and this Agreement.

b. NCD Program Terms. The terms, conditions and other details of an NCD Program shall be available through the Site. Transactions qualifying for an AFFILIATE Fee are defined by NCD, the NCD Program and the Site.

2. AFFILIATE Requirements with NCD.

a. Registration. To use the Site as an AFFILIATE, You must provide NCD with truthful, accurate and complete registration information. If any such information changes, You must immediately contact NCD to update Your registration information.

b. Valid Information. AFFILIATE agrees to provide NCD and NCD with valid information about AFFILIATE and AFFILIATE's promotional methods, and to maintain up-to-date account information, including contact information, web sites used, ownership, and any other information requested by NCD or the applicable NCD.

NCD has the right to confirm and check the truth and accuracy of any registration information at any time. This confirmation can be performed independently by NCD, or may be in the form of information requests to the AFFILIATE.

Please note that the verification of Your registration information, specifically, name, address and tax identification number, against a third party database may be considered under certain laws to constitute a "credit check" and You hereby consent to any such verification process. Notwithstanding that, your participation in the Services as an AFFILIATE does not depend on Your credit worthiness or financial stability.

If any information is determined by NCD to be misleading, inaccurate or untruthful, NCD may restrict, deny or terminate Your account, Your access and use of the Services and the Site, and/or any benefits derived from Your participation in any NCD Program, including the withholding or forfeit (in whole or in part) of any AFFILIATE Fees to NCD.

c. Standards. AFFILIATE represents and warrants that all promotional means utilized by AFFILIATE (a) will not contain objectionable content (including but not limited to content that is misleading, illegal, and/or promoting illegal goods, services or activities), and (b) will not mislead others. You further represent and warrant that the content of Your website and e-mails do not promote, advocate, facilitate or otherwise include any of the following: (i) hate speech or material that discriminates on the basis of race, ethnicity, gender, age, disability, religion or sexual orientation; (ii) investment, money-making opportunities or advice not permitted under law; (iii) violence or profanity; (iv) pornographic, obscene, sexually explicit or related content; (v) material that defames, abuses, is libelous, is tortuous or threatens physical harm to others; (vi) material that displays any telephone numbers, street addresses, last names, URLs, e-mail addresses, any confidential information or any other personally identifiable information of any third person; (vii) material that impersonates any person or entity; (viii) any indication that any statements You make are endorsed by NCD and/or an NCD, without NCD's and/or NCD's express prior written consent; (ix) promotion of illegal substances or activities (e.g., illegal narcotics, how to build a bomb,

counterfeiting money); (x); content which is inappropriate or harmful to children; (xi) promotion of terrorism or terrorist-related activities, sedition or similar activities; (xii) software pirating (e.g., warez, hotline); (xiii) hacking or phreaking; (xiv) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xv) any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet; (xvi) any software, product or service that harvests or collects the personal information of Internet users, whether or not for commercial purposes, without the express consent of such users; (xvii) any spoofing, redirecting or trafficking from other websites in an effort to gain traffic; (xviii) any content that infringes upon the intellectual property rights of any third party or any other right including, without limitation, false advertising, unfair competition, invasion of rights of publicity or privacy; (xix) illegal forms of gambling, contests, lotteries, raffles, or sweepstakes; (xx) any material that violates CAN-SPAM or any similar or comparable laws in any other country or jurisdiction in which You operate; or (xxi) any illegal activity whatsoever (including any violations of applicable U.S. state or federal law or regulation, federal law or the laws of any other country or jurisdiction in which You operate). The NCD Review Department may review AFFILIATE information, conduct and any suspected fraudulent, abusive or otherwise illegal content or activity. Any validated breach of this Section is grounds for immediate termination of this Agreement, forfeit of AFFILIATE Fees, and deactivation of AFFILIATE's account.

d. Promotional Method Restrictions. AFFILIATE agrees that it shall comply with all laws and regulations and will not engage in spamming, unlawful mass emailing or any unapproved emailing or in any way fail to comply with the CAN SPAM Act of 2003, 15 U.S.C. 7701, et seq., as amended, or any comparable laws, rules or regulations in any country from or to which AFFILIATE is accessing the Site or the Services or participating in any NCD Program, that govern email marketing and advertising. AFFILIATE agrees that its promotional activities will not infringe on the NCD's intellectual property rights, including but not limited to copyright and trademark rights.

AFFILIATE shall not perform trademark bidding or direct linking on search engines including on Google, Yahoo and MSN, when the applicable NCD Program prohibits such activity. By "direct linking" this agreement refers to sending traffic directly from the search engine to the NCD website without use of an intermediary landing page.

NCD reserves the right at any time to further restrict what activities are considered valid and will entitle AFFILIATE to AFFILIATE Fees under this Agreement. NCD reserves the right to withhold, refuse or withdraw approval of any websites, email distribution lists and/or marketing channels for any reason, whatsoever, in NCD's sole discretion. Only AFFILIATE's websites, e-mail distribution lists or other marketing channels that have been reviewed and approved by NCD may be utilized in connection with the Site and Service.

e. Creative and Tags. AFFILIATE shall not alter, modify or otherwise change the creative content, links and code used to create the advertisements, text link, banner ad or coupon ("Creative"), or any Creative-related feature, that it obtains access to in connection with any NCD Program in any manner whatsoever, without NCD's prior express written consent.

AFFILIATE AGREES TO REVIEW THE AVAILABILITY OF CREATIVE THAT IT HAS PLACED WITHIN ITS MEDIA ON A DAILY BASIS. IT IS THE AFFILIATE'S RESPONSIBILITY TO CHANGE CREATIVE WITHIN ITS MEDIA WHEN THE CREATIVE IS NO LONGER AVAILABLE ON THE SITE. NCD ASSUMES NO RESPONSIBILITY TO NOTIFY AFFILIATE WHEN A SPECIFIC CREATIVE IS NO LONGER AVAILABLE ON THE SITE.

In addition, Site integration tags and tracking pixels ("Tags") included in the Creative or otherwise incorporated may not be altered under any circumstances. NCD employs a testing system to determine whether You have removed or altered the Tags. Altering, removing or disabling Tags may jeopardize Your ability to be paid for Transactions and is grounds for immediate termination of Your AFFILIATE account, with or without notice. You will not, nor knowingly permit any person to, activate Creatives or inflate the amount of Transactions through any deceptive or misleading practice, method or technology including, but not limited to, the use of any spyware, device, program, robot, Iframes, hidden frames, redirects, spiders, computer script or other automated, artificial or fraudulent methods designed to appear like an individual, real live person performing an Transaction.

f. Personally Identifiable Information of Visitors. AFFILIATE represents and warrants that AFFILIATE will not enable the tracking code to collect personally identifiable information of Customers or potential Customers that would allow You to personally identify such Customer or potential Customer.

g. Privacy Policies. You will ensure that any and all websites employed by You in connection with Your participation in any NCD Programs will feature an easy-to-understand privacy policy, linked, at a minimum, conspicuously from such website's home page, with a link that contains the word "Privacy", "Legal", "Terms" or similar language. Such privacy policy shall, in addition to the disclosures about Your privacy practices, identify the collection, disclosure and use of any information related to an end user that You provide or may provide to NCD and to any NCD or other websites or persons. Such privacy policy shall also provide information on your use of tracking devices, such as but without limitation to, cookies, including tracking devices enabled by NCD at your request on your behalf. Your website will also include, where required, information regarding the removal of cookies and other tracking devices.

h. NCD REMEDIES. IN ADDITION TO ANY REMEDIES AVAILABLE TO NCD OR THE APPLICABLE NCD, AFFILIATE SHALL FORFEIT ANY AND ALL AFFILIATE FEES DURING THE PERIOD IN WHICH AFFILIATE WAS IN VIOLATION OF THIS AGREEMENT.

3. NCD's Services.

a. Access to Site and Service. NCD Program data compiled by NCD including, but not limited to, numbers and calculations regarding Transactions and associated AFFILIATE Fees ("Program Data"), will be calculated by NCD through the use of NCD proprietary tracking technology and shall be final and binding

on You. Any questions regarding the Program Data must be submitted in writing within fourteen (14) days of initial appearance in the tracking system; otherwise the Program Data will be deemed to be accurate and accepted by You. AFFILIATE understands and agrees that on occasion the Service and/or the Site may be inaccessible, unavailable or inoperable. NCD will attempt to provide the Service on a continuous basis, but is under no obligation to provide the Service or maintain the availability of the Site on a continuous or uninterrupted basis. NCD's failure to deliver the Service because of technical difficulties does not represent a failure to meet the obligations of this Agreement.

b. Tracking AFFILIATE Fees. NCD shall track actual AFFILIATE Fees that should be credited to AFFILIATE's account. NCD may, from time to time in its sole discretion, apply an estimated amount of AFFILIATE Fees if there is a verified error in NCD's tracking code.

c. Access to Tracking and Reporting Tools. NCD shall provide AFFILIATE with access to tracking and reporting tools via the Site, and to other various support services that may be updated from time to time on the Site.

d. Support. Support for AFFILIATE's program is available by contacting NCD and reaching the appropriate person or support services.

e. Payment of AFFILIATE Fees. Subject to other provisions in this Agreement, NCD shall credit AFFILIATE's account with an AFFILIATE Fee for each qualifying Transaction in accordance with the NCD's payout rate and NCD Program terms. On or around the 1st and 15th day of each calendar month, NCD will credit to AFFILIATE any positive balance in AFFILIATE's account for Transactions reported for the applicable period. NCD shall have no obligation to make payment of any AFFILIATE Fees for which payment has not cleared to NCD of all monies due to NCD, including for all AFFILIATE Fees owed by such NCD to all of NCD's AFFILIATES. If NCD receives partial payment NCD may apply such partial payment first against the fees due to NCD from such NCD and AFFILIATE agrees that it shall pursue any and all legal remedies only against the applicable NCD that has not made funds available to pay sums due and owing to AFFILIATE for AFFILIATE Fees earned in connection with a particular NCD Program, subject to the terms and conditions of the applicable NCD Program.

All AFFILIATE Fees will be paid in US Dollars (\$US). Notwithstanding anything contained herein to the contrary, no AFFILIATE Fees will be issued for any amounts due to AFFILIATE that total less than twenty dollars (\$20.00) ("Payment Threshold").

Every AFFILIATE must have a unique, valid taxpayer identification number, valid Social Security Number, or other applicable unique government identification. AFFILIATE shall be responsible for all applicable taxes.

An NCD may request that NCD, or NCD may on its own initiative, debit from the AFFILIATE Fees an amount equal to a AFFILIATE Fee previously credited to AFFILIATE's account where: (a) a return or cancellation has been made with respect to the applicable product and/or service; (b) there is an

instance of a duplicate, fraudulent or incomplete entry or other similar error with respect to a Customer order; (c) there are Transactions that do not comply fully with the terms of this Agreement or the applicable NCD Program; (d) there is non-receipt of payment from, or refund of payment to, the Customer that entered into the subject Transaction; (e) there is any failure on the part of the AFFILIATE to comply with this Agreement and or applicable NCD Program terms; or (f) any other amounts paid in error or due NCD from AFFILIATE (collectively referred to as a "Reversal"). Unless otherwise set forth in the applicable NCD Program, Reversals requested by an NCD in accordance with this Section for Customer refunds and chargebacks may be applied up to sixty (60) days after the end of the month in which the applicable AFFILIATE Fee was earned ("Reversal Period"). For the avoidance of doubt, there is no time restriction on any other Reversals. NCD may request that the payment of a AFFILIATE Fee be postponed for one (1) payment cycle where: (i) NCD is verifying a lead (for NCD Programs in which lead generation is a component of the Transaction); (ii) NCD has a product return policy that allows the underlying purchaser to return the product during the Reversal Period; or (iii) the applicable NCD Program provides for such a postponement. The number or amount of Transactions, credits for payments and debits for Reversals, as calculated by NCD, shall be final and binding on AFFILIATE.

You acknowledge that, with respect to any NCD Program, Your entitlement to any compensation reported with respect to any tracked activity (if such activity is reported) stems solely from the terms of your agreement with the relevant NCD and that such NCD is solely responsible for its payment.

f. Fraud. NCD monitors traffic, Transactions, AFFILIATE Fees and other NCD Program-related activities for potential fraud. If NCD suspects that Your account has been used in a fraudulent manner, Your account may be deactivated effective immediately and with no notice to You pending further investigation. NCD reserves sole judgment in determining fraud and You agree to be bound by any and all such determinations. It is the obligation of AFFILIATE to prove to NCD that it has NOT engaged in fraud. If you are unable to provide NCD with satisfactory evidence that You have not engaged in fraud within seven (7) days of Your AFFILIATE Fees being placed in "Pending or Delayed Status," then NCD may terminate Your account and cancel payment on the applicable AFFILIATE Fees, at its sole discretion and without any further obligations to You. For the avoidance of doubt, if You add Transactions, or inflate Transactions, through the use of fraudulent means of traffic generation, as determined solely by NCD, You will forfeit all of the AFFILIATE Fees related to that NCD Program, and Your account may be terminated effective immediately.

g. Use of Site and Services. You may not use the Site or the Service in connection with aggregating, soliciting or recruiting NCDs, other AFFILIATEs, other sites or other persons to form or join a marketing, advertising or similar network.

4. Proprietary Rights.

a. Linking to NCDs. For each NCD Program that AFFILIATE has applied to and been accepted to, the NCD is granting to AFFILIATE the right to link to the NCD's web site or web offers in accordance with the NCD Program terms and this Agreement.

b. NCD's Use of AFFILIATE's Information. AFFILIATE authorizes NCD to utilize AFFILIATE's otherwise protected information subject to the provisions of Section 5 below related to confidentiality of AFFILIATE's identification and marketing data.

c. License Grant to AFFILIATE. Subject to this Agreement and the terms of the applicable NCD Program, NCD grants to AFFILIATE a revocable, non-transferable, royalty free, license to use the Site and the applicable tracking code. AFFILIATE may not remove or alter any copyright, service marks or trademark notices. NCD reserves any and all rights not explicitly granted in the Agreement.

5. Confidentiality.

Each Party will take commercially reasonable actions designed to protect the Confidential Information of the other Party from misappropriation and unauthorized use or disclosure, and at a minimum, will take precautions at least as great as those taken to protect its own confidential information of a similar nature. The receiving Party may disclose Confidential Information of the disclosing Party to the extent necessary to comply with applicable Law. Upon request of the other Party, or in any event upon any termination or expiration of this Agreement, each Party will return to the other or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other Party. This Agreement shall be the Confidential Information of NCD.

Either Party will be entitled to seek preliminary and/or permanent injunctive relief from any violation or threatened violation of this Section 5 without the necessity of proving actual damages or posting any bond or other security.

"Confidential Information" means all confidential and/or proprietary information and documents furnished or disclosed by or on behalf of a Party or its affiliates, no matter when or how furnished or disclosed. Confidential Information includes, without limitation, (a) all nonpublic information relating to a Party's or its affiliates' technology, business plans, agreements, promotional and marketing activities, finances and other business affairs, and (b) all third party information that a Party or its affiliates is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. Confidential Information does not include any information that (w) has become publicly available without breach of this Agreement, (x) can be shown by documentation to have been known to the receiving Party at the time of its receipt from the disclosing Party or its affiliates, (y) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (z) can be shown by documentation to have been independently developed by the receiving Party without reference to any Confidential Information.

6. Notices.

Except as provided elsewhere herein, AFFILIATE must send all notices relating to this Agreement in writing via overnight mail or fax: (a) to NCD, 3911 N Schreiber Way, Coeur d'Alene, ID 83815. All notices from NCD shall be sent to the address submitted by You when You sign up for the Service.

7. Term.

The Agreement shall commence upon NCD's acceptance of Your AFFILIATE application and remain in effect until terminated as set forth herein.

8. Termination.

Either party may terminate this agreement at any time. In addition, NCD reserves the right, in its sole and absolute discretion, to terminate an NCD Program, suspend Your participation in an NCD Program and/or remove any Creatives at any time for any reason. NCD also reserves the right to terminate Your access to the Site at any time. Termination notice may be provided via e-mail and will be effective immediately. Upon termination, AFFILIATE agrees to immediately remove from its AFFILIATE website(s) any and all Creatives, NCD code or other intellectual property made available to AFFILIATE in connection with its performance under the Agreement. The representations, warranties and those obligations that by their terms and context show the Parties intended them to survive the termination of this Agreement for any reason, including provisions governing confidentiality, ownership, indemnification and liability, shall survive the expiration or earlier termination of this Agreement.

9. Representations and Warranties.

The Parties hereby acknowledge and agree that AFFILIATE is solely responsible for the method in which the Creatives are disseminated. You represent and warrant that You will not engage in any activities that violate any NCD Program's terms and conditions. Moreover, You represent and warrant that: (a) Your AFFILIATE website and/or AFFILIATE e-mails are represented by a legitimate second-level domain name (e.g. yoursite.com is acceptable; however, a shared server, e.g., sharedsite.com/yoursite, is not acceptable); (b) Your AFFILIATE website is not offered as a part of a community-based website personal entry or personal page; (c) Your AFFILIATE website and AFFILIATE e-mails do not incentivize users to click on Creatives, including by awarding users cash, points, prizes, and/or contest or sweepstake entries or any other incentives ("Incentives"); (d) Your AFFILIATE Website is not hosted by a free service and is fully functional at all times and at all levels (no "under construction" AFFILIATE Websites or any sections thereof are permissible); (e) You will place or use the Creatives only with the intention of delivering valid Transactions as determined by, and for the benefit of, the applicable NCD; (f) You will not violate guidelines of any search engines being utilized; (g) You will not allow the Creatives to be placed on any non-AFFILIATE website without the prior express written consent of NCD and the applicable NCD; (h) You will not use any Creatives or any other NCD Program terms and/or content in connection with aggregating, soliciting or recruiting other AFFILIATEs, NCDs, other websites or other persons to form or join an affiliate marketing, advertising or similar network for the purpose of engaging in business of the type conducted by NCD; (i) You will not redirect traffic to a website other than the website specifically listed by the applicable NCD; (j) Your performance under this Agreement shall not in any way violate or infringe upon any third party rights, including rights regarding ownership, trade secrets, trademarks, copyright or patents; (k) You shall protect, promote and preserve the goodwill associated with the NCD trade name and any Customer relationships in connection with its performance hereunder; (l) in performing Your obligations and exercising Your rights under this Agreement, You shall comply with all applicable laws (and all changes in laws) relating to or affecting this Agreement or the work to be

performed hereunder, and (m) You shall obtain and maintain all permits, licenses, and consents required in connection therewith.

10. Limitation of Liabilities.

NCD WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO YOU OR ANY OTHER PERSON OR ENTITY FOR COST OF COVER, LOST PROFITS, LOSS OF BUSINESS, DATA OR REPUTATION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT.

NCD'S AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT WILL IN NO EVENT EXCEED FIFTY PERCENT (50%) OF THE TOTAL FEES PAID OR ACCRUED BY YOU TO NCD DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). THE SITE AND THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. NCD HAS NO LIABILITY, WHATSOEVER, TO AFFILIATE OR ANY THIRD PARTY, FOR AFFILIATE'S USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE AND NCD DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT AFFILIATE'S USE OF SAME WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OF THE NCD PROGRAMS WILL BE AVAILABLE TO AFFILIATE. NCD SHALL NOT BE RESPONSIBLE FOR THE FAILURE OR OTHER ACTS OR OMISSIONS OF ANY NCD.

11. Indemnification.

a. AFFILIATE shall indemnify, defend, subject to Section 11(b), and hold harmless, NCD and its respective parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, agents, successors and assigns against any third-party claim, suit, action, judgment, allegations, or lawsuits ("Claims"), for any damages, fines, penalties, deficiencies, losses, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") or any threatened Losses arising from or in connection with AFFILIATE's breach of this Agreement or intentional acts or omissions or for Claims of product liability.

b. Should any Claim give rise to AFFILIATE's duty of indemnification under this Agreement, NCD shall notify AFFILIATE, and NCD shall have the right to assume control of the defense of any such Claim; provided that AFFILIATE shall reimburse NCD for all costs of the defense. If NCD assumes the defense, AFFILIATE shall participate in (at AFFILIATE's own expense), but not control, the defense of such Claim. Participation in the defense shall not waive or reduce AFFILIATE's obligations to indemnify or hold NCD harmless. If AFFILIATE is permitted to control the defense, NCD may participate in the defense. In no event shall AFFILIATE settle any Claim without the express written consent of NCD.

12. Severability, Waiver, Remedies Cumulative.

Any provisions of the Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. A Party's waiver of any term or condition of this Agreement shall not be deemed a continuing waiver. The rights set forth in this Agreement are cumulative and in addition to those otherwise provided by law and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

13. Assignment.

Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, and any such assignment without consent shall be void, provided that either Party may, upon prior written notice to the other party, assign or transfer this Agreement, in its entirety only, to an affiliate capable of performing its obligations hereunder or to an entity acquiring all or substantially all of the operating assets of the assigning Party.

14. Jurisdiction and Venue.

The Agreement shall be construed, governed and enforced under and in accordance with the internal laws of the Commonwealth of Idaho. Any and all disputes or controversies whether of law or fact of any nature whatsoever arising from or with respect to this Agreement shall be decided by arbitration by the American Arbitration Association ("Arbitrator"), in accordance with the rules and regulations of that Arbitrator. Arbitration shall take place in Coeur d'Alene, ID.

15. Force Majeure.

NCD shall not be liable to AFFILIATE by reason of failure or delay in the performance of its obligations hereunder on account of telecommunications, Internet or network failure or interruption, results of computer hacking, Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters or any other cause which is beyond the reasonable control of NCD.

16. Relationship.

In making and performing this Agreement, the Parties are acting and shall act as independent contractors, and neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose.

17. Entire Agreement; Headings.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous, negotiations, representations, agreements or understandings with respect thereto, whether written or oral. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

18. Survival.

Notwithstanding any legal presumption to the contrary, any provisions that by their terms are intended to survive termination, shall survive termination or expiration of this Agreement.

This agreement was last updated on March 19, 2019

Contact Information:

NCD Financial, LLC
3911 N Schreiber Way
Coeur d'Alene, ID 83815