

Affiliate Agreement

This affiliate program agreement (the "Agreement") is made and is effective by and between RYLOR, LLC. (The Company) and \_\_\_\_\_ (the "Affiliate"). This Agreement shall be effective \_\_\_\_\_ and remain in effect until terminated in accordance with the terms of this Agreement.

Each Affiliate will be set-up as an independent contractor of RYLOR, LLC. And the Affiliate will be required to fill out a W9 IRS Form and this Affiliate Agreement before they are allowed to represent any of the RYLOR, LLC network websites. An Affiliate is considered to be a representative of RYLOR, LLC in respect. Nothing in this affiliate agreement is intended to create an ownership right or an employee/employer relationship.

RYLOR, LLC. (The Company) retains all rights, ownership and interest in all RYLOR network websites that the Affiliate is representing. Nothing in this contract shall be construed to grant an Affiliate any rights, ownership, or interest in any of the content, back end development, front end development, and any other underlying intellectual property.

RYLOR, LLC grants to the Affiliate a nonexclusive and nontransferable license to promote RYLOR, LLC network websites for the purpose of increasing their Affiliate program. Affiliate agrees to represent RYLOR, LLC network websites only in a manner that is deemed to be approved by RYLOR, LLC.

RYLOR, LLC agrees to pay Affiliate a commission fee of fifteen percent (15%) from network listings from users that access and uses an Affiliate promotional code to creating a listing in any of the RYLOR, LLC network websites. Commissions will be based on any new and recurring listings as long as the registered users account stays in force via a recurring monthly payment or is in good standing with RYLOR, LLC. Each Affiliate must sell at least thirty (30) Website City Listings by the end of their first ninety (90) days. Additional, each Affiliate must maintain at least thirty (30) Active Website City Listings every month after their first ninety (90) days and if an Affiliate falls below the thirty (30) Active Website City Listings for sixty (60) consecutive days, then RYLOR, LLC reserves the right to cancel the affiliate contract. RYLOR, LLC shall pay all commissions accrued and payable to Affiliate within ten (10) days of the first day of each month.

In the event that Affiliate materially breaches this Agreement and RYLOR, LLC terminates this agreement within 30 days of such breach, then any accrued and payable commissions owing to Affiliate shall be forfeited, and RYLOR, LLC shall not be obligated to pay such commissions to Affiliate.

This Agreement may be modified or amended only if such modification or amendment is in writing and signed by both parties, except when any amendments to laws or regulations are governing the performance of this Agreement and shall result in the correlative modification of this Agreement without the necessity of executing a written amendment.

SIGNED : \_\_\_\_\_ ( the "Company")

SIGNED : \_\_\_\_\_ ( the "Affiliate")