

WEBSITE LINKING AGREEMENT

THIS AGREEMENT, dated _____ is between Steve Clayton, Inc. ("Clayton") having an office at 201 Rogue River Parkway, Talent, OR 97540 U.S.A. (steveclayton.com, claytoncustom.com) and _____ . ("_____"), a _____ Corporation, having an office at _____ .

WHEREAS

(A) Clayton owns and operates an online custom imprinted guitar pick website (the "Clayton Site"), selling a variety of guitar picks with custom imprinting (the "Services");

(B) _____ owns and operates a website located at _____ (the "_____ Site").

(C) _____ agrees to display on the _____ Site buttons, banners, pointers, graphics, text, tickers or other links (collectively, "Links") to the Clayton Site that features Clayton's brand features and allows visitors to the _____ Site to navigate directly to the Clayton Site on the terms and conditions set out below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM

- 1.1. Unless terminated earlier as specified in this Agreement, the initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months (the "Term") from the launch date of Links on the _____ Site.
- 1.2. Either party may terminate this Agreement at any time without cause, by giving the party thirty (30) days written notice of termination. Either party may terminate this Agreement if the breaching party fails to cure any material breach of this Agreement within ten (10) days of receiving written notice of such breach from the non-breaching party.
- 1.3. This Agreement will automatically renew for additional six (6) month periods, unless otherwise terminated by either party upon written notice given to the other party at least thirty (30) days prior to expiration of the current term or unless previously terminated pursuant to Section 1.2 of this Agreement.

2. _____ 'S OBLIGATIONS

- 2.1. Throughout the Term _____ shall prominently and continually display on the _____ Site the most up to date Links provided to it by Clayton. The location and quantity of Links displayed on the _____ Site shall be determined by _____ in its sole and absolute discretion. _____ and its affiliates may also display Links from time to time on other websites it operates, and the use of such Links shall be upon and subject to all the terms and conditions of this Agreement.
- 2.2. _____ agrees to give Clayton its reasonable assistance in respect of the display, access to, transmission and maintenance of the Links, and or any advertising on the _____ Site.

3. CLAYTON'S OBLIGATIONS

- 3.1. Clayton shall supply _____ with the Links for inclusion on the _____ Site and shall update such Links from time to time.
- 3.2. Clayton shall provide the Services for those visitors to the _____ Site that register with Clayton on the Clayton Site through the Links. Except for the Services expressly referred to in this Agreement, Clayton shall not sell or offer to sell any other goods or services to customers coming to the Clayton Site through the Links without the prior written consent of _____.
- 3.3. Clayton shall use its best efforts to resolve all disputes with _____ customers who do business through the Links. Any _____ customer complaints not resolved within 15 business days after written notice by _____ to Clayton may be resolved by _____ in its reasonable business judgment at the expense of Clayton.
- 3.4. Clayton shall abide by the privacy policies displayed from time to time on the _____ Site (the "Privacy Policy"). Clayton shall make no use of the customer information obtained through the Links, except as required to perform the Services, and shall not transfer, sell, exchange, or lease any customer information obtained through the Links.

4. PAYMENT

- 4.1. Clayton shall pay _____ 15% (fifteen per cent) of Net Revenues received during the Term from sales to _____ customers who come to the Clayton Site through Links on the _____ Site and any other website operated by _____ that contains the Links. "Net Revenues" shall be

defined as all gross money received by Clayton in respect to custom imprint revenues generated through the _____ Site and any other website operated by _____ that contains the Links, excluding the following: (i) Postal costs paid by the Customers (Any persons who purchase custom imprinting products through Links on the _____ Site.) for delivery; (ii) charges levied by electronic payment or credit card organizations; (iii) bad debts; (iv) fraud; (v) refunds; (vi) transactions which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs); (vii) value added tax.

- 4.2. Clayton shall keep clear, accurate, and complete records of all revenues on product orders placed from the _____ website and any other websites operated by _____ or its affiliates that display Links, all in a format in accordance with generally accepted accounting principles, for a period of at least two (2) years, in sufficient detail to enable commission payable hereunder to be determined. Clayton shall permit its books and records in regards to custom imprinting to be examined by an independent accounting firm selected by _____ Music upon request. Such examinations shall be made at the expense of _____ except that if the examination discloses that Steve Clayton, Inc. has understated Net Revenues by more than 5% the cost of such examination shall be paid by Steve Clayton, Inc..

5. INTELLECTUAL PROPERTY

- 5.1. Clayton grants the _____ a non-exclusive and worldwide license to display the Clayton's brand features and related content during the Term solely for the purposes of the display of the Links by _____ as set out in this Agreement and in accordance with Clayton's guidelines as may be provided to _____ from time to time. All intellectual property rights and any goodwill arising in the Links and in all products, associated systems and software relating to the Services shall remain the property of Clayton.

- 5.2. All intellectual property rights and any goodwill associated with the _____ Site and any other website on which _____ or its affiliates shall display the Links shall remain the property of _____ .

6. INDEMNITY

- 6.1. _____ shall fully indemnify and keep fully indemnified Clayton, (and its directors, employees and agents) forthwith on demand against any liability, damage, expense, loss, claim or cost suffered by Clayton, in respect of any breach of _____'s obligations or warranties set out in this Agreement. Clayton reserves the right to refuse any imprint that is of a questionable nature.

6.2. Clayton shall indemnify and hold harmless _____, its directors, officers, and employees, from and against all claims, liabilities, damages, costs, or expenses (including reasonable attorneys' fees incurred in defense of _____ or incurred by _____ in enforcing this indemnity) arising out of (a) the performance of the Services, including, but not limited to claims for infringement of intellectual property rights of third parties and products liability and (b) any breach of its obligations and warranties under this Agreement, including but not limited to breach of the Privacy Policy and misuse of customer information in violation of law (including but not limited to CAN-SPAM and other laws regulating advertising and privacy).

7. GENERAL

7.1. "Confidential Information" shall include all information regarding the business and affairs of either party (the "Grantor") acquired by the other (the "Recipient") in the negotiation or performance of this Agreement, including but not limited to the names, addresses, e-mail addresses, product preferences, and telephone numbers of the customers of the Grantor. Confidential Information shall not include any information (a) that is or becomes part of the public domain without breach of the confidentiality obligations of this Agreement, (b) that was in the possession of the Recipient (as shown by its written or electronic records) prior to disclosure by the Grantor, or (c) that was independently developed by the Recipient (as shown by its written or electronic records) without reference to information acquired from the Grantor; provided that the availability of customer names, addresses, and telephone numbers in public directories shall not be deemed to excluded them from Confidential Information. The Recipient shall maintain all Confidential Information secret and confidential and shall only use the Confidential Information in the performance of its duties under this Agreement. All Confidential Information shall be and remain the sole property of the Grantor. The Recipient shall not disclose the Confidential Information to anyone, except (x) to employees, counsel, or advisors of the Recipient who are working on or consulted in connection with the Recipient's activities under this Agreement and who are bound by the obligations of confidentiality contained in this Agreement or (y) as may be required by law or any legal or regulatory authority after giving the Grantor notice and an opportunity to take legal action to prevent or limit disclosure.

7.2. This Agreement together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.

- 7.3. Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement, has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 7.4. This agreement will be governed by the laws of the State of New York, excluding its conflict-of-laws rules.
- 7.5. Any notice or demand given under this Agreement shall be in writing and shall be sent by Federal Express or other national overnight courier, or by Certified Mail, Return Receipt Requested, addressed to each party at its address set forth on the first page of this Agreement or at any other address in the United States that the party may specify for itself in a notice to the other. Notices shall be effective upon receipt, if sent by overnight courier, or on the third business day after mailing.
- 7.6. The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement as of the date first set forth above.

NAME

By _____

Print Name _____

Title _____

Date _____

Steve Clayton, Inc.

By _____

Print Name _____

Title _____

Date _____