

## PLIZZEL INDEPENDENT MARKETING REPRESENTATIVE APPLICATION AND AGREEMENT

This is an Agreement between Plizzel/Humanarium Project("The Company") and you, Independent Marketing Representative ("IMR", "you" or "your"). This Agreement explains the terms which transactions between you, and The Company and our responsibilities toward each other.

The Effective Date of this agreement shall be the date that you complete the signup process. Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7031 requires that you consent to entering into an electronic agreement with The Company before the agreement is executed and becomes effective. Please read the following information "carefully" before you consider accepting these terms. Should you enter into an online IMR Agreement with The Company, you will not be required to submit a paper application/agreement. The entire Agreement between you and The Company will be evidenced by an electronic record. It is an absolute requirement that you must agree to the use of an electronic record and you must carefully read the Terms and Conditions of this Agreement. To access these documents and submit your online application, you will need the following: A computer, wireless device, or personal digital assistant (PDA) with access to the internet and an Internet Browser. After enrolling as a member, you have the right to withdraw your consent to the use of an electronic record. However, should you do so, your Agreement with The Company will automatically be terminated and you will lose all rights to all remuneration. Should you wish to withdraw your consent to the exclusive use of an electronic agreement, you must do so by sending an email to support@plizzel.com. Your email shall include your name, user id, your mailing address, and email address.

If you would like to request a paper copy of this Agreement you may access this document at <http://www.plizzel.com> and print it out. If you would like for us to mail you a copy of the Agreement, please send an email request to support@plizzel.com. Each individual request must include your name, mailing address and email. You will be charged \$6.00 for each request.

You also agree that The Company may amend/modify the Terms and Conditions of this Agreement at any time without prior notice.

By checking the box to Agree to our Terms, you consent to the use of electronic records for your IMR Agreement. You will be bound by all terms and conditions. By entering into this Agreement, you also agree to be bound by the terms of this Agreement for transactions entered into on your behalf by anyone acting as your Agent.

### General Rules/Policies & Procedures

1. Legal Age. IMR, if an individual, is of legal age to enter into this Agreement as per State and Federal laws.

2. Authorization. By entering into this Agreement, IMR is authorized to sell licenses to subscribe to Plizzel Management Software™ (the "Subscriptions"), to solicit other individuals to become Plizzel IMRs and Players. The Plizzel Management Software License and Subscription Agreement may be accessed at <http://www.plizzel.com>.

3. Acceptance. This Agreement shall be effective upon electronic acceptance by the Company or by acceptance by the Company at its place of business at 1341 E. Valley Pkwy, #152, Escondido, CA 92027. The Company reserves the right, in its sole discretion, to decline any Agreement.

4. Term. This Agreement shall have a term beginning on the date of acceptance by the Company and shall terminate as set forth in Section 16.

5. Company Materials. IMR has been provided, read, understands and agrees to the compensation plan of the Company (the "Compensation Plan") pursuant to which IMR may earn commissions from the sale of the Subscriptions and the Company's payment plan pursuant to which IMRs may pool and share winnings and the related payment schedule for prize distribution ("Distribution Schedule").

6. IMR Representations. IMR represents, understands and agrees to the following: (a) the Company only acts as a vehicle through which an IMR may purchase goods or services supplied by our Plizzel Providers ; (b) no IMR is entitled to participate in the Company's Distribution Schedule and have the chance to receive any winnings pursuant to the Distribution Schedule unless the IMR has been a player or IMR during the required time period; (c) if a IMR purchases products or services from our Plizzel Providers, the proceeds will go directly to said provider; and (d) IMR is solely responsible for the payment of all applicable federal, state and local income, unemployment, social security and other taxes and premiums and license requirements and fees attributable to IMR's sales activities and earnings from sales commissions and from any winnings.

7. Electronic Advertising. IMRs may not use the trademarks of Plizzel or any derivative or abbreviation thereof as a Browser, domain name or email address. IMRs may not advertise or promote their Plizzel business or Plizzel's products or marketing plan or use Plizzel's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Plizzel, which approval may be withheld in its sole discretion. If written approval is given, IMRs must abide by the guidelines set forth by Plizzel, including, but not limited to the following: (a) IMRs shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor IMRs; (b) IMRs operating on-line web sites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used; (c) IMRs sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, IMRs shall refrain from sharing such information; (d) IMRs shall provide individual consumers the option to terminate any further communication between the IMR and the consumer and if any consumer requests that a IMR cease communication, the IMR shall immediately stop communicating upon such request; (e) IMRs must abide by all laws and regulations regarding electronic communications; (f) IMRs may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (g) IMRs may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (h) IMR may not, directly or indirectly, send bulk unsolicited e-mails to persons with whom he or she have no prior or existing personal or business relationship.

8. Compensation. Any compensation the IMR receives from the Company is related solely to the sale of products and services. There is no compensation paid by the Company for sponsoring new IMRs or for the purchase or sale of goods or services of Plizzel Providers. IMR is not guaranteed any income, profits or success from the Company in connection with its business or the purchase of goods or service of Plizzel Providers by IMR or other members.

9. No Purchases Required. There is no requirement that a IMR purchase goods or services from out Plizzel Providers in order to be a IMR and earn commissions from Subscription sales pursuant to the Compensation plan.

10. Restrictions. IMR shall make no statements, representations or disclosures in promoting the Company, in sponsoring or training IMRs or in selling the Company's goods or services, or in any discussions regarding the purchase of same, other than what is expressly and currently permitted in literature produced by the Company. IMR SHALL MAKE NO CLAIMS OR REPRESENTATIONS OF ACTUAL OR POTENTIAL EARNINGS, GUARANTEED OR ANTICIPATED PROFITS OR SALES SUCCESS.

11. Use of Information-Company Promotions. IMR grants the Company the perpetual irrevocable worldwide right and license to use and display IMR's name, biographical information, photo, likeness and/or recorded voice in any media for an unlimited number of times without compensation except where prohibited by law. IMR agrees to execute such documents as may be reasonably requested by the Company, in connection with the Distribution Schedule and any winnings resulting therefrom.

12. Proprietary Rights/Use of Company Materials. IMR acknowledges that the Company's trademarks, service marks, tradenames, patents and copyrighted materials are owned solely by the Company, and that use of such marks and materials by IMR must be in compliance with the Company's written policies, as such may be amended by the Company from time-to-time. IMR agrees to use only written, recorded or other promotional or advertising materials which have been produced by the Company and/or approved in writing by the Company prior to use and bear its approval designation which has not been revoked or modified by the Company. IMR further agrees that the Company has the exclusive proprietary interest in its customer lists, IMR lists, source codes, products and in all operating, financial and marketing materials; and that all such information is confidential. IMR shall not use or disclose such information to any third party except in strict accordance with this Agreement. IMR agrees to use his or her best efforts to keep such information confidential and shall not use such information to sell products or services other than the Company's products and services or in connection with any other business during the term of and after termination of this Agreement. Upon termination of this Agreement, IMR immediately shall cease all use of the Company's trademarks, service marks and proprietary and confidential information and, if requested by the Company, return all such materials in IMR's possession to the Company.

13. Sales and Use Taxes. To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state law, the Company shall collect and remit all applicable sales and use taxes on products and services sold by the Company to IMR, based upon the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product is shipped and/or where services are performed.

14. Refunds. IMR is eligible to receive a refund for products, services and literature purchased by IMR, less a ten (10%) handling fee, if IMR chooses to terminate the Agreement and return the

products or services in resalable, currently marketable condition, within twelve (12) months of purchase. Commissions paid on returned products must be repaid to the Company by the IMR earning the commission. The Company does not sell goods and services to IMRs, and IMRs do not purchase goods and services from the Company. All goods and services are purchased independently from the applicable Plizzel Provider.

15. Compliance. IMR shall abide by all applicable federal, state and local laws or regulations, and the terms of this Agreement, the current Distribution Schedule for winnings and the Compensation Plan.

16. Termination. This Agreement will be terminated upon the occurrence of any of the following events: (a) upon written notice of termination by IMR to the Company; and (b) upon thirty (30) days written notice for any reason by the Company to IMR. Where state laws on termination are inconsistent with this provision, then the applicable state law shall apply. Immediately upon termination of this Agreement, IMR shall (a) cease from representing himself or herself as a IMR of the Company; (b) lose all rights to his or her participation and position in the Compensation Plan, including all future commissions and earnings resulting therefrom; and (c) take all other actions reasonably required by the Company, including the discontinuance of the Company's trademarks and service marks.

17. Assignability. This Agreement may not be transferred or assigned by IMR without the prior written approval of the Company, in its sole discretion. The Company may assign this Agreement at any time.

18. Amendment. The Company may amend this Agreement, prices for services and products, company literature, the Distribution Schedule and/or the Compensation Plan, without prior notice, at any time, effective upon publication or transmittal of such amendment in official Company publications, literature or voice mail, as applicable. In the event of any conflict between the terms of this Agreement or any other document and such amendment, the amendment shall control.

19. Independent Contractor Status. IMR is an independent contractor and not an employee, agent, partner or owner of the Company. IMR shall not be treated as an employee, agent, partner or owner of the Company for federal or state tax purposes, or with regard to workers' compensation, any state unemployment act, or any other federal, state or local statute, ordinance, rule or regulation. IMR is not authorized to bind the Company nor incur any obligation on behalf of the Company. IMR is responsible for all liability, health, disability, workers' compensation and other insurance.

20. Venue/Governing Law. This Agreement shall be deemed entered into in the State of California. All disputes and claims relating to The Company and The IMR Agreement shall be settled by arbitration in Riverside, CA or such other location as The Company chooses, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. If you file a claim or counterclaim against The Company as a IMR, you agree to do so on an individual basis and not with any other IMRs as a class action undertaking. The decision of the arbitrator shall be final and binding on the parties and may be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration including legal and filing fees. The parties agree to jurisdiction and venue before any federal or state court in the State of California.

21. Endorsement. IMR understands that no attorney general or other regulatory authority ever

reviews, endorses, or approves of any service offering, product, compensation program or company, and IMR will make no such claims to others.

22. Indemnification/Offset. IMR agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, IMR's: (a) activities as a IMR; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. The Company shall have the right to offset any amounts owed by IMR to the Company (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to IMR.

23. Notice. Except as expressly set forth herein, any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or to serve upon the other shall be in writing and delivered by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service), or by registered or certified mail, postage prepaid, return receipt requested. Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

24. Cumulative Remedies/Waiver. All rights, powers and remedies given to the Company are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of the Company to exercise any power or right under this Agreement or to insist upon strict compliance by IMR with any obligation or provision shall constitute a waiver of the Company's right to demand exact compliance therewith. Waiver by the Company can be effective only in writing by an authorized officer of the Company.

25. Injunctive Relief. IMR agrees that upon a breach of this Agreement that the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. IMR agrees that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

26. Attorneys' Fees. The Company shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

27. Severability. The terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with applicable law as closely as possible in line with the original intention of both parties of the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

28. Survival. The covenants and obligations of IMR to abide by the trade secrets and

confidential information covenants contained herein shall survive termination of this Agreement.

29. Entire Agreement. This Agreement, the Compensation Plan and the Distribution Schedule (all of which are incorporated herein by reference), constitute the entire agreement between IMR and the Company, supersede all prior agreements and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties. Nothing in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary. Each of the parties, to this Agreement represents and warrants that it has full power to enter into this Agreement and hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.

30. Louisiana and Montana Residents Only. Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. A Montana resident may cancel this Agreement within fifteen (15) days of the date of enrollment and may return the business kit for a full refund within such time.

### 31. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

A. THE COMPANY PROVIDES THE COMPANY SERVICE ON AN "AS IS" BASIS. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE COMPANY SERVICE OR ITS USE (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. THE COMPANY MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

B. THE THIRD-PARTY LINKS, SERVICES, RESOURCES AND INFORMATION THAT THE COMPANY PROVIDES ON OR MAKES AVAILABLE THROUGH THE COMPANY WEB SITE ARE NOT CONTROLLED BY THE COMPANY. ACCORDINGLY, THE COMPANY MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, RESOURCES AND INFORMATION, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SERVICES, RESOURCES OR INFORMATION.

C. THE COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA, LOST WINNINGS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE COMPANY SERVICE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL THE

LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT

EXCEED THE GREATER OF (i) THE AMOUNT PAID BY THE COMPANY TO YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100 USD.

E. THE COMPANY AND ITS PERSONNEL MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR ITEMS IN OR RELATED TO THE SITE. THE COMPANY AND ITS PERSONNEL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE. THE INFORMATION IN THE SITE MAY BE OUT OF DATE, AND THE COMPANY MAKES NO COMMITMENT TO UPDATE SUCH INFORMATION.

F. YOUR ACCESS TO AND USE OF THE COMPANY SERVICE ARE AT YOUR RISK. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COMPANY AND ANY OTHER PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE, OR OTHER LOCATIONS ACCESSIBLE THROUGH THE SITE, EVEN IF THE COMPANY OR A THE COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, EVERYTHING IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

G. THE COMPANY AND ANY OTHER PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE ALSO ASSUME NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO OR INTERFERENCE WITH EQUIPMENT, PROGRAMS, FILES, OR OTHER PROPERTY (FOR EXAMPLE, FROM VIRUSES) WHETHER SUCH DAMAGES ARE RELATED TO ACCESS OR USE OF THE SITE OR OTHER LOCATIONS ACCESSIBLE THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OR DAMAGE SUSTAINED IN CONNECTION WITH THE SITE IS TO STOP USING THE SITE. YOUR PERMISSION TO USE THE SITE MAY AUTOMATICALLY TERMINATE WITHOUT NOTICE AT THE COMPANY'S SOLE DISCRETION. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

H. INDEMNIFICATION. YOU WILL INDEMNIFY AND HOLD THE COMPANY AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS AND SHAREHOLDERS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY DAMAGE, LOSS, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND OR ACTION

("CLAIM") BROUGHT AGAINST ANY OF THE INDEMNIFIED PARTIES INSOFAR AS SUCH CLAIM ALLEGES FACTS OR CIRCUMSTANCES THAT WOULD CONSTITUTE A BREACH OF ANY PROVISION OF THIS AGREEMENT BY YOU. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION HEREUNDER, THE COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CONTROL THE

DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU WILL NOT SETTLE, COMPROMISE OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE CONSENT OF THE COMPANY. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION HEREUNDER, THE COMPANY MAY WITHHOLD ANY PAYMENT IT IS OTHERWISE REQUIRED TO MAKE TO YOU TO OFFSET AGAINST YOUR INDEMNITY OBLIGATIONS.