



E-CONSULTING NETWORK LLC - AFFILIATE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2012, between E-Consulting Network LLC (“the Company”) and _____ (“the Affiliate”).

1. Affiliate. Subject to the terms and conditions of this Agreement, the Company hereby engages the Affiliate as an independent contractor to perform the services set forth herein, and the Affiliate hereby accepts such engagement.

2. Duties, Term, and Compensation. The Affiliate’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Affiliate and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Affiliate and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. During the term of this Agreement, the Affiliate will cover its expenses.

4. Confidentiality. The Affiliate acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Affiliate agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Affiliate or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Affiliate shall not retain any copies of the foregoing without the Company’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Affiliate shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Affiliate further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

5. Conflicts of Interest; Non-hire Provision. The Affiliate represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Affiliate and any third party. Further, the Affiliate, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Affiliate shall devote as much of [his or her] productive time, energy and abilities

to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Affiliate is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Affiliate shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

6.Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Affiliate under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Affiliate of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Affiliate expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Affiliate. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

7.Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

8.Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Affiliate, if Affiliate is in violation of the terms set forth in this Agreement. In addition, if the Affiliate is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Affiliate immediately and without prior written notice to the Affiliate. Should the Affiliate cease to engage in selling the services rendered pursuant to this Agreement or violate the terms of this Agreement in any way, no commissions or payments will be owed for charges occurring after the termination date of this Agreement. Upon termination of this agreement for any reason, the Company reserves the right to solicit the Affiliate's clients or prospects directly, to sell them services offered by the Company. Affiliate fully acknowledges that the Company has the full right and authorization to contact any prospects or clients of the Affiliate, for any reason.

9.Independent Contractor. This Agreement shall not render the Affiliate an employee, partner, agent of, or joint venture with the Company for any purpose. The Affiliate is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Affiliate's compensation hereunder. The Affiliate shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.Insurance. The Affiliate should carry liability insurance at this time and will be responsible for any claims by clients of the Affiliate, pertaining to the service offered by the Company or any account with the Company.

11.Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

12.Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13.Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Ventura County in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

14.Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

15.Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

16.Assignment. The Affiliate shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

17. Exclusivity. The Affiliate agrees to engage in services with the Company on an exclusive basis. Affiliate agrees to not outsource services that Company can provide to the Affiliate or the clients of the Affiliate, to any other firm besides the Company, for the duration of this agreement.

18.Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Affiliate :

If to the Company : E-Consulting Network LLC
5850 Canoga Ave. Woodland Hills, CA 91367

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19.Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

20.Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

22. Representation. Affiliate agrees to accurately and honestly represent the Company and the services it provides. Affiliate agrees that any deliberate or blatant misrepresentation of the Company is grounds for immediate termination. Affiliate agrees to sell all services to prospective clients using the standard terms and conditions lists, offered by the Company, present at this URL:

http://econsultingnetwork.net/seo_terms_and_conditions.html

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

SCHEDULE A DUTIES, TERM, AND COMPENSATION

DUTIES: The Affiliate will sell the services offered by the Company, pursuant to the instructions and training offered by the Company.

[He or she] will report directly to Mike O'Brien and to any other party designated by [Mike O'Brien] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Affiliate. The affiliate will be selling services offered by the Company, either on a "private label" or "reseller" basis.

Private Label

Affiliate will purchase service directly from the Company and will resell services. Clients of Affiliate may not be aware that E-Consulting is performing the work for the Affiliate.

Reseller

Affiliate will sell services offered by the Company to prospective clients, representing that the Affiliate is a consultant of the Company. The Affiliate and the Company may work out a "commission" payment owed to the Affiliate, for each company that the Affiliate contracts to purchase services from the Company, but a commission is not required.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force unless or until terminated by either party.

COMPENSATION:

A. As full compensation for the services rendered pursuant to this Agreement, the Affiliate agrees to make all payments in a timely manner to the Company, for services that the Company is rendering to clients of the Affiliate. If Affiliate fails to make payments for service (or if the Affiliate's client(s) fails to make payments for services rendered) the Company reserves the right to immediately end service on client's account, in accordance with the terms and conditions present on this URL:

http://econsultingnetwork.net/seo_terms_and_conditions.html

Colin O'Brien,
E-Consulting Network LLC

_____, Affiliate

By: _____

By: _____