

ALLIANCE AGREEMENT

(Revenue Share Version)

Maverick Multimedia, Inc., a Washington corporation, DBA MaverickLabel.Com, ("MaverickLabel.Com" or "we") located at 303 5th Avenue South, Suite 200, Edmonds, WA 98020 and _____

Company Name

("Alliance" or "you"), in consideration of the mutual promises and conditions contained herein, hereby agree to the following:

- Alliance Program Plan:** The parties have established, through the normal course of business, to market MaverickLabel.Com goods and services to your constituents in exchange for compensation to you as described in Article 2. The parties have agreed to conduct certain specific sales and marketing activities within specific time frames to promote their alliance and MaverickLabel.Com goods and services. Specific promotional activities have been described in the Alliance Program Plan ("Plan"). Both parties must approve any deviation from the Plan in writing and said deviation without notification is considered grounds for termination of this Agreement. Additionally, the parties have agreed to specific terms for payment for orders based on referrals to the MaverickLabel.Com web site are described in Article 2 "Affiliate Compensation Program". The distribution of said compensation is dependant upon implementation of The Plan.
- Alliance Compensation Program:** MaverickLabel.Com has established a program whereby web site operators will have the opportunity to provide a hyperlink to MaverickLabel.Com's web site ("Alliance Link") and share revenue based on orders for MaverickLabel.Com's products originating through that hyperlink (the "Program"). Your application will be evaluated and you will be notified as to whether you may become a part of the Program. We may reject your application at any time if we determine (in our sole discretion) that your web site (the "Site") is unsuitable for the Program. Unsuitable web sites include, but are not limited to, those sites that promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights. Acceptance into the Program will be completed when MaverickLabel.Com countersigns this Alliance Agreement previously signed by you. If we reject your application, MaverickLabel.Com may, but is not obligated, to advise you of this rejection. You are welcome to reapply to the Program at any time.
- Scope Of Services:** MaverickLabel.Com shall make available, through an Alliance Link to its site on the Internet's World Wide Web located at www.MaverickLabel.Com, its products and services to visitors of Alliance's Site. Additionally, Maverick will provide up to three hours of site usage and product knowledge training to you either via "virtual" web-based sessions and/or in person at Maverick's discretion.
- Promotion:** Alliance partner agrees to market and promote MaverickLabel.Com and its services. All such promotional materials and activities shall be approved by both MaverickLabel.Com and Alliance before being made publicly available.
- Order Processing:** MaverickLabel.Com will process orders placed by customers who follow special links from your Site to MaverickLabel.Com. We reserve the right to reject orders that do not comply with any requirements that we may establish and amend from time to time in our sole discretion. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will process payments, cancellations, and returns. All transactions will be paid for at the time the order is placed All payments must be made by American Express, Visa, Master Card, or corporate card. All payments will be posted to the Maverick merchant account. We will track sales made to customers who purchase products using Alliance Links from your Site to our web site and will send you reports summarizing this sales activity. We will track sales made to customers who purchase products using Alliance Links from your Site to our web site and will send you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion. To permit accurate tracking, reporting, and sales accrual, you must ensure that the Alliance Links between your Site and our site are properly formatted.

6. **Alliance Compensation:** MaverickLabel.Com will track all unique orders placed through http://_____labelserve.com originating from an Alliance Link. The customer

Company Name

must follow an Alliance Link (in a format specified by MaverickLabel.Com) from your Site to our site; order products using our automated ordering system; and remit full payment as described in Article 5. We will not pay fees on transactions that are made by a customer who visits MaverickLabel.Com directly (rather than through an Alliance Link), even if the customer previously followed an Alliance Link to our site. You will receive a check on a quarterly basis totaling 30% of the collected sale price (net of all sales tax, shipping, insurance, refunds, reprints, and returns) for each qualifying order generated from your Site with an Alliance Link. The pricing is the retail price given on our Instant Quoter system. To the best of its' abilities, Maverick will protect repeat orders from being placed through other Affiliates and direct through Maverick. Maverick does not warrantee nor guarantee this protection in any case under any circumstance.

A. Billing and eCommerce:

All orders placed on this "site" will be paid by the consumer's MasterCard, Visa, American Express, or CyberCash credit card and processed via the Maverick shopping cart and commerce engine and deposited in the maverick merchant account. It is Maverick's responsibility to ensure all transactions generated by links from the Alliance Partner's site are tracked and reported to the Alliance partner. Alliance partner will receive 30% of the collected sale price (net of all sales tax, shipping, insurance, refunds, reprints, and returns) for each qualifying order generated from your Site with an Alliance Link. You will be paid by check quarterly per the schedule below. Payments of less than \$100 will be rolled into the next quarter and continue rolling into subsequent quarters until total payment due exceeds \$100.

Payment Schedule

Payments Are Made On The First Business Day In:

- January
- April
- July
- October

B. Links

Alliance Partner agrees to add a "hyper link" as described above in item 6. Maverick is responsible for developing their web site to receive the link as described above in item 6.

The placement of the "hyper link" on the Alliance Partner's site should be as depicted in Diagram 1. Any change in the placement of the link(s) must be approved by both parties, prior to any development by Maverick.

C. Customer Care

Maverick agrees to be responsible for all customer care including but not limited to: email, 800 number, and fax support.

7. **Terms of the Alliance:** The terms of this Alliance will begin upon signing of this Alliance by MaverickLabel.Com's authorized representative and will end when terminated by either party. Either party may terminate this Alliance at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn fees on sales occurring during the term of this Alliance, and commission fees earned through the date of termination will remain payable only if the product orders are not canceled or returned. We may withhold final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Alliance, Alliance agrees to remove the Alliance Link to www.MaverickLabel.Com within five (5) business days.

8. **Relationship of Parties:** You are an independent contractor and nothing in this Alliance will create any partnership, joint venture, agency, franchise, or employment relationship between the parties. You will have no authority to make any offers or representations on our behalf and will not be empowered to bind MaverickLabel.Com to any agreement, written or oral. All orders received through Alliance Links are subject to our final acceptance. You will not make any statement, whether on your Site or otherwise, that could be deemed to contradict anything in this section or in this Alliance.
9. **Limitation of Liability:** We will not be liable for indirect, special, or consequential damages (including but not limited to any loss of revenue, profits, or data) arising in connection with this Alliance or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Alliance and the Program will not exceed the total amounts paid or payable to you under this Alliance.
10. **Disclaimers:** WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCT SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE OR ANY COMMISSION). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.
11. **Confidentiality:** Except as otherwise provided in this Alliance or with the consent of the other party, each of the parties agrees that all information including, without limitation, the terms of this Alliance, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Alliance companies provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except the performance under this Alliance. Information that is generally known or available to the public through a source or sources other than each party or its Alliance companies is not considered confidential information for the purposes of this Alliance. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated there under, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated hereunder.
12. **Trademark, Trade Name and Copyrights:** This Alliance does not give the Alliance any control or ownership right or interest in MaverickLabel.Com's trade name, trademarks, copyrights, or other intellectual property of any kind.
13. **Non-Solicitation of Personnel:** Alliance and MaverickLabel.Com agree not to engage in any attempt whatsoever, to hire, or to engage as independent contractors, MaverickLabel.Com's employees or independent contractors during the term of this Alliance and for a period of 6 months following the termination of this Alliance except as may be mutually agreed to in writing.
14. **Independent Investigation:** You acknowledge that you have read this Alliance and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Alliance. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Alliance Agreement.
15. **Indemnification:** You hereby agree to indemnify and hold harmless MaverickLabel.Com and its subsidiaries and Alliances, and their directors, officers, employees, agents, shareholders, Alliances, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to

as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Alliance's trademarks or other intellectual property infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant made by you in this Alliance Agreement, or (iii) any claim related to your Site, including, without limitation, content therein not attributable to us.

16. **General Provisions:** This Alliance constitutes the entire and sole agreement with the Alliance Partner with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Alliance cannot be assigned or delegated by Alliance. Subject to that restriction, this Alliance will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. This Alliance does not confer any rights, duties or obligations on or to any other person or entity not a party to this Alliance. Any questions regarding this Alliance should be sent to Business Development at MaverickLabel.Com.

Our failure to enforce your strict performance of any provision of this Alliance will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Alliance. If a court having competent jurisdiction declares any provision of this Alliance invalid or unenforceable, the remainder of the Alliance shall continue in full force and effect.

17. **Choice of Law and Forum:** This Alliance will be governed by the laws of the State of Washington, without reference to rules governing choice of laws. Any action relating to this Alliance must be brought in the federal or state courts located in Seattle, Washington, and you irrevocably consent to the jurisdiction of such courts.

MaverickLabel.Com Authorized Signature

Title

Date

Authorized Signature

Title

Date