

# Dealer Agreement

You must agree to the following:

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between us, PATCHWORK MEMORIALS and you, regarding your application to participate as an affiliate of PATCHWORK MEMORIALS ("Affiliate"), and the establishment of links from your Web site to our Web sites, "PATCHWORKMEMORIALS.COM" and "LIVES-ON.ORG".

BY SUBMITTING AN APPLICATION TO JOIN THE PATCHWORK MEMORIALS DEALER PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS OPERATING AGREEMENT AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.

- **Patchwork Memorials' Dealer/Affiliate Agreement Definitions**

- "We", "Our", "Us", "Merchant" " - PATCHWORK MEMORIALS (collectively, "PM")
- "You", "Your" - the business, individual or entity applying for participation in the Patchwork Memorials Affiliate Program.
- "Affiliate(s)" aka "Dealer" - the business, individual or entity that displays the Merchant's products and services in its showrooms and on its internet site and/or through offline representation through the affiliate tracking code in exchange for receiving remuneration from the Merchant for sales resulting from such display.
- "Affiliate Site" - the Affiliate's Internet site which displays the Merchants products, services and/or promotions.
- "PM Products and Services" - various products and services that are currently available for purchase through PATCHWORKMEMORIALS.COM and LIVES-ON.ORG and all future products which PM subsequently adds to its offerings on these or other similar websites.

- **Requirements:**

- Enrollment in the Affiliate Network
  - To begin the enrollment process, you must submit a completed Dealer Application. The Application can be found at <http://www.patchworkmemorials.com/affiliates>. We will evaluate Your application in good faith and will notify You of Your acceptance or rejection in a timely manner. If you have not been invited to apply by a representative of the company, We may reject Your application if We determine (in Our sole discretion) that You or your site are unsuitable for Our Affiliate Program for any reason, including, but not limited to not being a licensed funeral home providing products and services to the public.
- Promotion of Our Affiliate Relationship
  - If You qualify and agree to participate as PM dealer, We will make available to You a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which, subject to the terms and conditions hereof. The Links will serve to identify Your site as a member of the PM Affiliate Program and will establish a link from Your site to Ours. The Links may connect to any area of Our site. In utilizing the Links, You

agree that You will cooperate fully with Us in order to establish and maintain such Links. You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or text messages approved in writing by PM. All Dealer Sites shall display such graphic and/or textual images prominently in relevant sections of their site. Any information with respect to Us that is going to be displayed on Your site must be provided by Us or approved by Us in writing in advance of any display.

All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any coupon information unless We have given You written permission. Each Link connecting users of Your site to the pertinent area of Our site will in no way alter the look, feel, or functionality of Our site. In addition, We encourage (but do not require) You to include a Link to the home page of Our site. The Links must always link to a URL that is provided or approved by PM.

- Order Processing
  - We will process orders placed by customers who follow the Links from your Web site to the PM and LIVES-ON.ORG Web sites. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including customer service, shipping, cancellation, processing, returns and payment processing will be **our** responsibility. We will track the amount of sales generated by your Web site and will make this information available to you through our Web site. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your Web site and our Web site are properly formatted.
  
- Commissions
  - Commission rates will be paid to Dealers based on the sales acquired through the Dealer's Site. Sales generated through the Dealer's link entitle the Dealer to earn a cash commission based on the following structure:  
  
25% of the actual retail purchase price of all items sold by Dealer through Our website.
  
- Commission Determination
  - Only PM Products and Services that are (i) sold by Us, (ii) purchased by Customers linking to Our site from Your site pursuant to a Link, (iii) shipped and/or supplied by Us, and (iv) fully paid for will qualify for a commission (each, a "Qualifying Purchase"). PM, in its sole discretion, retains the right to review all commissions for possible fraud, including but not limited to the use of software that generates real and fictitious information. Any incidence of fraud constitutes a breach of this Agreement, and PM retains full authority to terminate this Agreement immediately and to withhold commissions until matters are resolved to both parties satisfaction..
  
- Commission Payment

- When commissions are due to You, we will send a commission check for the applicable commission (less any taxes required to be withheld under applicable law) and a statement of activity to You. Such commission checks and statements of activity will be sent approximately 10 days after the end of the month in which a valid sale was properly completed.

Commission payments shall be paid by check or Paypal based on the current information in Your profile. PM will not reimburse nor compensate You for any commission or other consideration other than for an approved valid sale, made solely by You, and in which Your sale was in approved status. Additionally, commissions will be adjusted to account for any customer cancellations, stop payments or returns by the amount of the commission attributed to that sale.

PM, in its sole discretion, reserves the right to modify the terms of this commission payment method or schedule.

- Reports of Sales
  - You will be given a password and have the ability to enter a password-protected site to receive Your sales statistics on a daily basis.
- Obligations Regarding Your Site
  - You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. Such responsibilities include, but are not limited to, the technical operation of Your site and all related equipment; creating and posting product reviews, descriptions, and references on Your site and linking those descriptions to Our catalog; the accuracy and propriety of materials posted on Your site (including, but not limited to, all PM Product and Services - related materials); ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.
  - We have the right in Our sole discretion to monitor Your site at any time and from time to time to determine if You are in compliance with the terms of this Agreement. If You are not in compliance We may terminate this Agreement immediately.
- PM Responsibilities
  - We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. PM will solely be responsible for order processing for orders/sales placed by a customer following a special Link from Your site, for tracking the volume and amount of sales generated by Your site, and for providing information to regarding sales statistics. PM will be solely responsible for all order processing, including but not limited to payment processing, shipping, cancellations, returns and related customer service. Any determination made by PM regarding the foregoing shall be binding absent manifest error.

- Policies and Pricing
  - Customers who buy PM Products through the Dealer network will be deemed to be Our customers. Accordingly, all of Our rules, policies, and operating procedures concerning customer orders, customer service, and PM Product and Services sales will apply to those customers. We may change Our policies and operating procedures at any time. For example, We will determine the prices to be charged for PM Products sold under the PM Dealer Network in accordance with Our Own pricing policies. Prices and availability of PM Products may vary from time to time and region to region. Because price changes may affect products that You have listed on Your site, You may or may not be able to include price information in Your product descriptions. We will use commercially reasonable efforts to present accurate information, but We cannot guarantee the availability or price of any particular product.
- Emails and Publicity
  - You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM") without prior written consent from PM for each and every day when any bulk mailing will occur. PM, in its sole discretion, reserves the right to reject each and every email mailing. Additionally, You may only send emails containing an PM affiliate link and or a message regarding PM or PM's dealer program to person(s) who have been previously contacted and whom consented to the fact that the affiliate will be sending an email containing PM information or information about the PM affiliate program. Failure by You to abide by this section, in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions or the right to return your dealer kit.
- Licenses and Use of the LIVES-ON.ORG and PATCHWORKMEMORIALS.COM Logos and Trademarks.
  - WE GRANT YOU A NON-EXCLUSIVE, NON-TRANSFERABLE, REVOCABLE RIGHT TO (i) ACCESS OUR SITE THROUGH THE LINKS SOLELY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND (ii) SOLELY IN CONNECTION WITH SUCH LINKS, TO USE THE LIVES-ON.ORG and PATCHWORKMEMORIALS.COM TRADEMARK AND LOGO AND SIMILAR IDENTIFYING MATERIAL RELATING TO US (BUT ONLY IN THE FORM(S) THAT THEY ARE PROVIDED BY US) (COLLECTIVELY, THE "LICENSED MATERIALS"), FOR THE SOLE PURPOSE OF SELLING PM PRODUCTS ON YOUR SITE. YOU MAY NOT ALTER, MODIFY, OR CHANGE THE LICENSED MATERIALS IN ANY WAY. YOU ARE ONLY ENTITLED TO USE THE LICENSED MATERIALS TO THE EXTENT THAT YOU ARE A MEMBER IN GOOD STANDING OF THE PM AFFILIATE PROGRAM.
  - You shall not make any specific use of any Licensed Materials for purposes other than selling PM Products, without first submitting a sample to Us and obtaining the prior written consent of Your PM account executive, which consent shall not be unreasonably withheld. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays PM, any hosted member of PM or any PM employee or representative in a negative light. We reserve all of

Our rights in the Licensed Materials and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

- You grant to Us a non-exclusive license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.
  
- Term of the Agreement
  - The term of this Agreement will begin upon Our acceptance of Your Dealer Application and will end when terminated by either party. Either You or We may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn commission on sales occurring during the term, and commissions earned through the date of termination will remain payable only if the related PM Products orders are not canceled or returned. We may withhold Your final payment for a reasonable time to ensure that no overpayment is made and to allow for potential charge backs due to cancellation or returns.
  - In the event of termination of this agreement, following the period allotted for potential charge backs due to cancellation or returns and upon the return of all display materials in good condition, the dealer's cost for said display items will be fully refunded, if not having been previously refunded.
  
- Modification
  - We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. You will be notified by email and a change notice will be posted on Our site. Patchwork Memorials will notify You by email or regular mail of any changes made to this Agreement 30 days prior to its effective date. Modifications may include, but are not limited to, changes in the scope of available commissions, commission schedules, payment procedures, and Affiliate Program rules. If any modification is unacceptable to You, Your only recourse is to terminate this agreement. Your continued participation in the Affiliate Program following Our posting of a change notice or new agreement on Our site will constitute binding acceptance of the change.
  
- Disclaimers
  - We make no express or implied warranties or representations with respect to the Affiliate Program or any PM Products sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE) other than our products will be as represented. 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.

- Relationship of Parties
  - You and PM are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.
  
- Representations and Warranties
  - You hereby represent and warrant to us as follows: a.) This Agreement has been duly and validly executed and delivered by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms. b.) The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to You or binding upon Your assets or properties. c.) You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. d.) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby. e.) There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding. f.) During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable. g.) You are at least eighteen (18) years of age.
  
- Disclaimers
  - We make no express or implied warranties or representations with respect to the Affiliate Program or any products or services or other items sold through the Affiliate Program (including without limitation warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Web site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

- Limitation of Liability
  - WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.
  
- Indemnification
  - You hereby agree to indemnify and hold harmless Us and Our subsidiaries and Affiliates, and their directors, officers, employees, agents, shareholders, partners, 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 Affiliate Trademarks 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 and agreement made by You herein, or (iii) any claim related to Your site, including, without limitation, it's development, operation, maintenance and content therein not attributable to Us.
  
- Confidentiality
  - Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (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 Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
  
- Independent Investigation
  - YOUR APPLICATION SUBMISSION ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS.

- Governing Law
  - The laws of the United States and the State of Minnesota will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Benton County, Foley, Minnesota and You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY FILLING OUT AND SUBMITTING THE AFFILIATE ENROLLMENT FORM.