

**BY CHECKING “I AGREE”, YOU AGREE TO THE TERMS AND
CONDITIONS IN THIS AGREEMENT**

AFFILIATE AGREEMENT

LAST UPDATED: SEPTEMBER 17, 2013

This Affiliate Agreement (the “Agreement”) by and between StratPros, LLC, a Florida LLC (the “Company”) dba TempsASAP.com and Strategic Professional Staffing, and the individual registering on this site. (the “Affiliate,” and together with the Company, the “Parties”).

The parties hereby agree to the following:

1. Affiliate has registered on the Company’s website(s) as an Affiliate. Affiliate does not owe Company any money nor does Affiliate have to purchase anything from Company in order to become an Affiliate.
2. The Affiliate has access to Company’s Affiliate section of the website(s) and may use this portal to search Company’s database to determine if Affiliate’s referral is already in Company’s database. If so, the Affiliate may still be able to earn credit for an introduction to this referral should, after conferring with Company, the referral be determined to be “inactive.”
3. Affiliate may add any referral not in the database to the database and will receive “ownership” credit for the referral.
4. One of Company’s internal business development professionals will contact Affiliate and their referral in an effort to generate business from the referral.
5. Ownership credit shall be awarded to Affiliate for a period of six months from the date of introduction.
6. Ownership credit entitles the Affiliate to commission called “Original Credit” should the introduction result in the generation of business. All business generated and commissions earned will be according to the Company’s Sales Tracking Rules. (See: “Sales Tracking: Commissions” below).
7. No commissions are paid to Affiliates for the referral of a jobseeker or potential candidate unless agreed upon separately.
8. For temporary and contract positions, an SG&A fee of 18% will be paid to the Company prior to any commissions being calculated.
9. Your share of any commission will not be deemed earned until the guarantee period has expired and payment has been received from the client. All commissions earned are subject to chargeback’s for bad debt. Commissions are reconciled and paid quarterly.
10. Company will not reimburse Affiliate for any expenses incurred.

11. **Affiliate must be over 18 years of age and cannot be an employee of the company they are referring Company to, nor can they be a family member of the contact person (referral).**
12. Company reserves the right to deny Affiliate access to the website(s) for any reason and at any time should Company deem it necessary.
13. Affiliate will be a 1099 Independent Contractor and will **not** be entitled to participate in any of the Company's benefits, retirement or insurance plans.
14. Either party may terminate this Agreement at any time and for any reason without prior notice. The Affiliate acknowledges and agrees that no other compensation, of any nature or type, other than any outstanding commissions, shall be payable hereunder following the termination of this Agreement.
15. Any referrals and other information provided by Affiliate shall become the property of Company and shall not be returned to Affiliate for any reason.
16. The Affiliate may not create, maintain or manage any website containing the Company's name or logo. However, the Affiliate may purchase business cards or a personally branded website containing Company's name or logo(s) for purpose of branding and generating business from the Company. Affiliate may distribute by email, print or any other means the Company's name or logo(s) for purpose of branding and generating business. The Affiliate must use Company's official logos which are available online in the Affiliate Resource Center.
17. The Affiliate agrees to hold in strictest confidence and not to use, except as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company.
18. The Affiliate shall not violate any applicable laws, rules, or regulations. Affiliates personal marketing efforts must not be defamatory, discriminatory, violent, or obscene, cannot constitute false advertising, solicit unlawful behavior, or violate any applicable laws, rules, or regulations.
19. The Affiliate will not be eligible to receive a Commission for, and the Company will not pay a Commission when:
 - Such Commission results from a manipulative, false, or erroneous referral, including, but not limited to, any referral obtained by a fraudulent or deceptive program, device, or scheme, artificial mechanism, or the use of Affiliate's employees or family members to generate a false referral.
 - Such Commission results from an existing customer of the Company.
 - Such Commission results accidentally from a duplicate sale.
 - The sale underlying such Commission results in a return, cancellation, or refund, or when payment is not received by the Company (each, a "Charge-back").
20. Any Commission, or portion thereof, that has been paid to the Affiliate but later results in a Charge-back will be deducted from the Affiliate's next Commission. If no

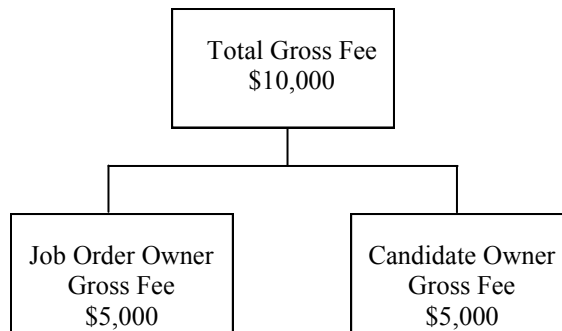
subsequent Commission is to be paid to the Affiliate, an invoice will be sent to the Affiliate for the amount of the Charge-back.

21. Following termination of the Agreement by the Company for a material breach or where Affiliate's actions have caused actual or reputational damage(s) to Company, the Affiliate will forfeit any Commissions owed to Affiliate.
22. The Company agrees to make timely payments of any commissions earned by the Affiliate, to notify the Affiliate of any changes to its procedures affecting the Affiliate's obligations under this Agreement prior to implementing such changes.
23. The Affiliate shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Affiliate arising from or connected with the Affiliate's carrying out of its duties under this Agreement, or (ii) the Affiliate's breach of any of its obligations, agreements, or duties under this Agreement.
24. The Company shall indemnify and hold harmless the Affiliate from and against all Claims that it may suffer from or incur and that arise or result primarily from the Company's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Affiliate.
25. THE COMPANY'S LIABILITY SHALL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE UNDER THE AGREEMENT.
26. Any notices to Company shall be in writing and sent by registered or certified mail to: StratPros, LLC, 1001 W. Cypress Creek Road, Suite 407, Ft. Lauderdale, FL 33309.
27. Any disputes arising out of this Agreement shall be addressed only in the Circuit Courts of Broward County, Florida.
28. **An electronic signature, agreement, or authorization, shall have the same force and effect as an original signature.**

Sales Tracking: Commissions

Commissions are calculated using Sales Tracking Rules. These rules determine which recruiter is compensated for each portion of completing a “placement.” There are two sides to a placement; the “Job Order” side and the “Candidate” side. A recruiter earns Job Order credit when they are responsible for originating and managing the client and job order. A recruiter earns Candidate credit when they are responsible for recruiting and placing the candidate for a job order.

Commissions are calculated by taking the Total Gross Fee and dividing it between the recruiters. Each recruiter’s commission is then X% percentage of *that portion* of the Gross Fee.



If Recruiter A earns 40% commissions (ie: 40% of her share of the Gross Fee) on her placements, and is the “Job Order Owner” she receives a commission of \$2,000.00 on the placement above.

If Recruiter B earns 40% commissions (ie: 40% of her share of the Gross Fee) on her placements, and is the “Candidate Owner” she receives a commission of \$2,000 on the placement above

If Recruiter A earns 40% commissions on her placements and is BOTH the “Job Order” and “Candidate” owner, she receives total commission of \$4,000

“Ownership” of a Job Order or Candidate can always be sub-divided if multiple recruiters are involved.

Job Order commissions may be sub-divided between a recruiter responsible for “Origination Credit” and a recruiter responsible for “Client Management.” The recruiter earning “Origination Credit” will earn a percentage of the Client-side commission as follows:

- Year 1: 50% of the Client-side commission
- Year 2: 25% of the Client-side commission
- Year 3: 10% of the Client-side commission
- Year 4 and on: 3% of the Client-side commission