

QUANTUM TECHNIQUES™

Affiliate Program Agreement

This Affiliate Agreement ("Agreement") is made and entered into by and between Healing Solutions, LLC, a Nevada corporation DBA Quantum Techniques, (herein, "HS", "we", "us") and you, the affiliate, ("you" or "affiliate"), as of the date on which we inform you that we have accepted your affiliate application. This Agreement contains the complete terms and conditions that apply to your participation in the HS Affiliate Program (the "Program"), as it may be amended from time to time. This Agreement applies to your links to the website owned and operated by HS identified as www.quantumtechniques.com (the "Website").

1. Enrollment in the Program

To begin the Program enrollment process, you need to submit a complete application that you fill out on our Website and submit to us. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your website is unsuitable for the Program. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your website(s) is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement. Enrollment in the Program may be managed through a third party affiliate program management provider, and therefore, subject to all affiliate program terms and conditions set forth by them.

2. Setting Up Links

Upon acceptance of your affiliate application as described in Paragraph 1 above, HS grants you a nonexclusive, limited, revocable right, which is not sub licensable or assignable, during the Term of this Agreement, to establish one or more hyperlinks ("Links") from your website(s) or from emails that you send, to our Website under the terms and conditions of this Agreement. In the ordinary course, you determine which page of our Website to link to, although we reserve the right to require you to link to a specific page. You are expressly forbidden from: (i) framing any portion of our Website on your website(s), or (ii) giving the impression that HS is endorsing or sponsoring you, your website(s), or the products, services or contents offered on your website. Once your application is approved, you can log into your affiliate account on our Website. We will make available to you banner advertisements and button links to our Website and/or text links to our Website, which you may display on your website, provided you abide by the terms and conditions of this Agreement. In using the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links. All affiliate websites may display such graphic images prominently throughout your website as you see fit and with our consent. A Link may only be modified and/or expanded with our express written consent. Each Link connecting users of your website to our Website will in no way alter the look, feel or functionality of our Website. We have the right, in our sole discretion, to monitor your website at any time and from time to time to determine if you are in compliance with the terms of this Agreement. Purchases made on our Website by users who have accessed our Website via the Links on your website(s) or in emails that you send ("Users") will generate commissions as set forth in Paragraph 6 below. Except as set forth herein, you are granted no other rights or licenses to Links or Licensed Materials (as such term is defined in Paragraph 3 below) of HS or to any of our domain names or other intellectual property rights. In return for this license granted to you, you grant us the right to mention that you are a Program affiliate in any literature or content relating to HS or the Website.

3. HS Licensed Materials

Upon acceptance of your affiliate application, HS grants you a non-transferable, non-exclusive, revocable license to access our Website through Links established solely as set forth in Paragraph 2 above and to use our logos, trade names, trademarks, service marks and similar identifying material (collectively, "Licensed Materials"), solely for the purpose of selling our products on your website. You are not permitted to alter, modify or change the Licensed Materials in any way. You may only use the Licensed Materials to the extent you are a member, in good standing, of the Program. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays HS or anyone else negatively. We reserve all of our rights in the Licensed Materials and all other intellectual property rights. You acknowledge that, except for the license expressly granted in this Agreement, you have not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or through the exercise of any rights in the Links or the Licensed Material granted to you under this Agreement. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

The use of HS Licensed Materials, including but not limited to its company and subsidiary names and any and all product names, shall not be utilized in any URL's, domain names, your website meta tags or descriptions for the purpose of directing traffic through search engines.

4. Affiliate Licensed Materials

You grant us a non-exclusive license to utilize your names, titles and logos, trademarks and service marks (collectively, "Affiliate Materials") in connection with your participation in the Program. You represent to us that you are the sole and exclusive owner of the Affiliate Materials and have the right and power to grant to us this license and such grant does not or will not (i) breach, conflict with or constitute a default under any agreement or other instrument applicable to you or binding upon you, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

5. Order Processing

We will process orders placed by Users/customers who follow the Links from your website to our Website. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements which we may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, shipping, cancellations, returns and payment processing will be our responsibility. We will track the amount of sales generated by your website and will make this information available to you through our online affiliate interface. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your website and our Website are properly formatted. No commission shall be due or payable if the link from the affiliate website cannot be tracked by HS or if the User accesses the Website other than through the affiliate's Links. Affiliate purchases do not generate commissions. Affiliates should not place orders for Users from any computer from which they have access to their administration account with HS, such as a personal computer belonging to you, because it will appear to our tracking system as though you purchased the item(s) for yourself and therefore no commission will be tracked or credited to you.

6. Commissions

We will pay you a commission (the "Commission") of the Net Sales to us by Users of your website who purchase products on our Website, utilizing the Links between your website and ours. Net Sales shall include those amounts received by us for the sale of products less amounts collected by us for sales, use or other taxes, duties, shipping, handling, gift wrapping and similar charges. A Commission will only be paid if the visitor to our Website is tracked by the system from the time of the Link to the time of the sale. In addition to the foregoing, we will pay you a Commission for "2nd-tier" sales if you specifically choose to

participate in this aspect of the Program. A 2nd-tier sale is any purchase made by a visitor who was referred to our Website through a quantumtechniques.com affiliate that you signed into the Program. We will pay you a percentage of the Commission that we pay to any of the quantumtechniques.com affiliates who you referred into the Program.

The Commission percentage is as follows:

- a. You receive 10% of Net Sales for “hard products” which are defined as those items that must be shipped to a purchaser’s physical address; and
- b. You receive 25% of Net Sales for “soft products” which are defined as those items that can be downloaded or obtained by purchasers without having to physically be shipped.
- c. You receive 3% of the Commission paid to any 2nd-tier affiliate who you refer into our Program. Your 2nd-tier affiliates are those quantumtechniques.com affiliates who signed-up for the Program after clicking on one of your special sign-up links.

For a sale to generate a Commission the User/customer must follow the Link for your website to our Website, purchase the product or products in question using our online ordering system, accept delivery of the item(s) at the shipping destination, and remit full payment to us. However, no Commission will be paid for products, which are returned, not paid for, undeliverable or payment for which is credited to any customer. In addition, no Commission will be calculated for any free products that are available on our Website, gift certificates, and/or consultations of any kind. Furthermore, commission will not be paid on any sales of the QT Elite Mentoring Program item in our store because this is a service related to a personal consultation and not a product. We reserve the right to change or modify the Commission structure at any time.

HS retains the right to review all Commissions for possible fraud. Any incidence of fraud constitutes a breach of this Agreement, and HS retains full authority to terminate this Agreement immediately.

Commission payouts will be calculated on the 1st of every month and shall be paid by check in US Dollars only and will be sent within fifteen (15) days thereafter. Only those sales that have been logged in our system for sixty (60) days or longer will qualify for, and be figured into the Commission payout for the current month. If the Commission payable to you for any payout period is less than Fifty Dollars (\$50), we will hold payment until the total amount payable to you is at least Fifty Dollars (\$50) or until this Agreement is terminated. The Commissions earned by you will be subject to our standard terms and conditions. In calculating Commissions, we will deduct the corresponding Commission from your next payout if a product that generated a Commission is returned by the User/customer. If there is no subsequent payout, we will send you a bill for the Commission which was paid based on a return from a User/customer and you shall promptly repay it to us.

If you are a US resident we must have your Social Security Number (PERSONAL) or your Tax ID Number (BUSINESS), whichever is applicable, in order to process your Commissions. We require the foregoing, to comply with Federal regulations and is for tax purposes only (we do not share this information or use it for any other purpose). Also, though in accordance with tax regulations we do not report Commissions for the year totaling less than Six Hundred Dollars (\$600.00), we must have a W-9 on file for you or your business, whichever is applicable, BEFORE we can RELEASE any Commissions TO YOU. FAILURE to provide us with a valid W-9 is a violation of this Agreement and will result in termination of this Agreement any loss of your Commissions. Form W-9 Request for Taxpayer Identification Number and Certification. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

If you are not a US resident, you must provide us with a valid Form W-8 in order to receive your Commissions. We must have a W-8 on file for you or your business, whichever is applicable, BEFORE we RELEASE any Commissions TO YOU. FAILURE to provide us with a valid W-8 is a violation of this Agreement and will result in termination of this Agreement and loss of your Commissions. Form W-8 Certificate of Foreign Status: <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

7. Policies and Pricing

Users/customers who buy products through the Program are customers of HS. All HS rules, policies, and operating procedures concerning customer orders, customer service, and sales apply to these customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for items or products sold under the Program in accordance with our own pricing policies and product prices and availability may vary from time to time. Because price changes may affect items that you already have listed on your website, you may not include price information in your descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular item or product.

8. Obligations Regarding Affiliate Websites

Your website needs to comply with the following obligations:

- a. Generate what we deem to be sufficient traffic to our Website;
- b. Attract a customer base interested in personal growth and healing;
- c. Have a duly registered domain name owned by you;
- d. Ensure that all content thereon does not infringe or violate any U.S. copyright, patent, trademark or other intellectual property right or proprietary right of HS or any third party;
- e. Not exhibit content or promote materials that are offensive, hateful, harmful, libelous, indecent, profane, threatening, harassing, illegal, defamatory, harassing, sexually explicit, obscene or pornographic (whether in text or graphics), or otherwise objectionable;
- f. Not promote the use of weapons, terrorism, or violence (which may include certain types of game sites);
- g. Not promote discrimination based on race, sex, ethnicity, religion, nationality, disability, sexual orientation or age;
- h. Not promote illegal activities such as: drugs or contraband or related sites;
- i. Not promote political organizations, gambling/casinos and/or related sites;
- j. Not use anything but a valid, transparent email address; no spoof email addresses can be used;
- k. Not permit its use for the sending of spam, or otherwise violate any anti-spam legislation such as CAN-SPAM;
- l. Not have content related to liquor, tobacco, firearms, drugs, gambling, crime or death;
- m. Content which is politically sensitive or content regarding controversial issues (e.g. abortion, capital punishment) or other political content (e.g. lobbyists, political campaigns).

You will be solely responsible for (i) the technical operation of your website and all related equipment; (ii) creating and posting product descriptions on your website and linking those descriptions to our Website; and (iii) the accuracy and appropriateness of materials posted on your website. You agree that your website will not contain any content of our Website or any materials which are proprietary to HS., except (i) with our prior permission, or (ii) materials obtained by you via the Program in accordance with the

terms and conditions of the this Agreement and HS's policies or procedures. You further agree that your domain name does not and will not contain the words "Healing Solutions, LLC.", or "Quantum Techniques", or any variations thereof. The use of any deceptively similar website addresses (URL's) to those used by HS shall not be allowed. You agree to indemnify, release, and hold us harmless from all claims, damages, and expenses (including, without limitation, attorney's fees and expert witness fees) relating to the development, operation, maintenance, and contents of your website.

NO SPAM - You are not permitted to use Unsolicited Commercial Email "SPAM" to market or advertise our Website or any of our products. SPAM is defined as any email sent to a consumer without their express permission ("Opt-in"). Any affiliates found utilizing such methods will be immediately terminated from the Program, and all Commissions earned as a result of this form of advertising shall not be paid to such affiliate. By becoming a participant in the Program, you acknowledge and agree to comply with the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003.

Guidelines for compliance can be found here

<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>

Failure to comply with the foregoing will result in termination of this Agreement and the affiliate's account.

9. Term

The term of this Agreement will begin upon your registration and our acceptance of your application for the Program and will end when this Agreement is terminated. At any time, either party may terminate this Agreement, with or without cause, by giving the other party written notice of termination. In addition, HS may suspend or terminate the Program at any time. If this Agreement is terminated for any reason, you are only eligible to earn a Commission on sales occurring during the term of the Agreement, and Commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We reserve the right to withhold your final Commission payment for a reasonable time to ensure that the correct amount is paid.

Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your website, all Links and Licensed Material and any other names, marks, symbols, copyrights, logos, fanciful or other characters, designs, representations, figures, drawings, photographs, ideas or other proprietary designations or properties owned, developed, licensed or created by us and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the Program.

10. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time or in our sole discretion. Posting on our Website of a change notice or a new agreement is considered sufficient notice. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our posting of a change notice or new agreement on our Website will constitute binding acceptance of the change.

11. Warranty, Limitation of Liability

THE LINKS, AND ANY CONTENT, INFORMATION, TEXT, MATERIALS, IMAGES, OR DATA ON OUR WEBSITES ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL HS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO ACCESS, VIEW OR USE, OUR WEBSITE OR ANY INFORMATION, TEXT, MATERIALS,

IMAGES, DATA OR LINKS TO OUR WEBSITE OR ANY PAGES OF OUR WEBSITE, EVEN IF HS OR AN AUTHORIZED REPRESENTATIVE OF HS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS AND/OR ERRORS. WE DISCLAIM ALL LIABILITY FOR ANY CONTENT, TEXT OR INFORMATION ON YOUR WEBSITES. IN ADDITION, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE MOST RECENT MONTH'S COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

12. Relationship of Parties

You and HS 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 and not make any statement, whether on your website or otherwise, that reasonably would contradict anything set forth in this Paragraph.

13. Representations and Warranties

You hereby represent and warrant to us the following: (i) 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; (ii) 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 any provision of law, rule or regulation to which you are subject to, any order, judgment or decree applicable to you or binding upon your assets or properties, any provision of your by-laws or certificate of incorporation or any agreement or other instrument applicable to you or binding upon your assets or properties; and (iii) you are an adult of at least 18 years of age.

14. Confidentiality

We may disclose to you certain information as a result of your participation in the Program, which information we consider to be confidential (herein referred to as "Confidential Information") which shall include, but not be limited to, (i) any modifications to the terms and provisions of this Agreement made specifically for your website and not generally available to other members of the Program; (ii) Website, business and financial information relating to HS; (iii) customer and vendor lists, pricing and sales information for HS; and (iv) information regarding other members of the Program. Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose, except and solely to the extent that any such information is generally known or available to the public or if the same is required by law or legal process.

15. Affiliate Indemnification

You hereby agree to indemnify, defend and hold harmless HS, its shareholders, officers, directors, employees, agents, consultants, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim or threatened claim that our use of the Affiliate Materials infringes on the rights of any third party; (ii) the breach of any representation or warranty made by you herein; (iii) claims by third parties arising from any negligence or willful misconduct by you; or (iv) any claim related to your website.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no statement or inducement with respect to such subject matter by any party which is not contained in this Agreement shall be valid or binding between the parties.

17. Independent Investigation

You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, 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 Agreement or operate websites that are similar to or competitive with your website. 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 Agreement.

18. Privacy Policy

We will take every possible precaution to keep your contact information and your participation in the Program confidential. Such details will not be shared with any third parties unless either required by law, or if a contract with a third party is used either to fulfill obligations we incur in connection with this Agreement, or to assist in the management of the Program. One example of the latter would be a check-writing service we contract with to write and mail checks to quantumtechniques.com affiliates.

19. Miscellaneous

a. Applicable Law; Jurisdiction. The laws of the State of Nevada will govern this Agreement, without giving effect to any principles directing the choice of another jurisdiction's laws. The parties agree that, subject to section b below, exclusive venue shall be in courts of competent jurisdiction sitting in Carson City, Nevada.

b. Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, or about the enforcement or interpretation of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any of its provisions, shall be determined by binding arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall occur in Carson City, Nevada and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceedings, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of Nevada or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses). Notwithstanding the foregoing, we may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in order to protect our intellectual property rights and to support our rights and remedies hereunder without waiving any right to arbitration.

c. Severability. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction,

such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

d. Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent.

e. Miscellaneous. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and 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 provision or any other provision of this Agreement. In any action to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs.