

ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is made and entered into between Thomas G. Shields d/b/a/ Your Teacher Source, a Washington Sole Proprietorship ("Your Teacher Source"), at PO Box 1204 Poulsbo WA, 98370 and _____ [Name of Company], a _____ [State] _____ [Type of Entity] (the "Company"), with offices at _____ [address] as of _____ [effective date] ("Effective Date").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, Your Teacher Source and the Company agree as follows:

1. Purpose.

Your Teacher Source provides an advertising Web site ("TeacherDiscount.org") on the World Wide Web part of the Internet for professional educators seeking the services of TeacherDiscount.org ("Users") to connect with various services specially tailored to meet their needs ("Advertisers"). Company provides such services that would be useful to the Users in which Your Teacher Source intends to service. The parties wish to make Company's online advertising ("Ads") accessible from TeacherDiscount.org for the purpose of allowing Users to access and utilize the Ads.

2. Responsibilities of the Parties.

2.1 Each party shall be solely responsible for supplying and managing its own Web site at its own expense and neither party shall have any obligation or liability whatsoever with respect to the Web site of the other. Each party shall manage, review, delete, edit, create, update and otherwise manage all content and services available on or through its respective Web site.

2.2 Each party shall promptly inform the other of (a) any information related to its Web site that could reasonably be anticipated to lead to a claim, demand, or liability of or against the other party by any third party, (b) any changes to its Web site which would substantially change the content in any area to which the other party has linked, and (c) any changes in its Web site which would substantially change the page(s) in which links to the other party appear.

3. General.

3.1 The Company grants to Your Teacher Source during the term of this Agreement a non-exclusive, royalty-free, world-wide right and license to use its trade names, trademarks, service names and service marks ("Company Marks") for promotion in connection with this Agreement, subject to the following conditions: (a) Your Teacher Source shall comply with all guidelines that the Company may provide from time to time; (b) any use of the Company Marks shall inure to the benefit of the Company; and (c) Your Teacher Source shall submit to Company for its prior approval, not to be unreasonably withheld, all advertising, promotional and other material bearing any Company Marks.

3.2 Nothing in this Agreement shall be deemed to grant to the Company any ownership interest in Your Teacher Source Marks or to Your Teacher Source any ownership interest in the Company Marks.

4. Promotional Efforts. Company will submit to Your Teacher Source all marketing, advertising, and other promotional materials that it wishes to display on TeacherDiscount.org (the "Materials") at least ten (10) days prior to such posting. Your Teacher Source will display

Materials submitted in substantially the same format as submitted. Your Teacher Source reserves the right to refuse ad content subject to the terms and limitations herein.

5. Subscription Payments. Your Teacher Source will charge Company a rate of \$_____per year, (“Yearly Subscription Payment”) beginning June 1, 2009 without further notice, subject to the terms and conditions contained herein. Company may elect to discontinue subscription services by providing written notice at least thirty (30) days prior to the end of the Initial Subscription.

Your Teacher Source may increase Company’s Yearly Subscription Payment at any time by giving Company at least thirty (30) days written notice. Your Teacher Source may also increase Company’s Yearly Subscription Payment if Company opts to increase its advertising on TeacherDiscount.org.

6. Non-Exclusivity. Both parties agree and acknowledge that nothing in this Agreement shall be deemed or construed to provide the other with any manner of exclusivity.

7. Assignability. This Agreement shall not be assigned, sublicensed or transferred by either party, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. An acquisition, merger or other change of control of either the Company or Your Teacher Source shall not be deemed an assignment.

8. Confidentiality. Each party acknowledges and agrees that any and all information relating to the other party's business and not publicly known including, without limitation, the contents of this Agreement, technical processes and formulas, source codes, trade secrets, names, addresses and information about users and advertisers, product designs, sales, costs and other unpublished financial information, product plans, and marketing data is confidential and proprietary information. Each party agrees that it will not use or disclose any confidential or proprietary information for any purpose other than in connection with the performance of and obligations under the terms and conditions of this Agreement or as required by a court of competent jurisdiction.

9. Representations and Warranties, Disclaimers, and Advertising Acceptability. Each party represents and warrants to the other that (a) its Web site is a functional Internet site accessible to subscribers and users of the Internet; (b) it has the right and authority to enter into and perform all obligations under this Agreement; and (c) its execution and performance of this Agreement does not and will not violate any agreement to which such party is bound. In the event of an error, delay, defect, breakdown or failure of either party's Web site, that party's obligation shall be limited to using its reasonable efforts to restore its Web site to operation as soon as feasible.

The Company further represents and warrants to Your Teacher Source that the Company's Web site does not and will not contain any content, material, or advertisement that infringes any proprietary right of any third party, including, without limitation, any copyright, trademark, patent or trade secret, or that violates any law or governmental regulation. Your Teacher Source does not create the advertisements or other material which originate through the service, nor does it review or exercise control over the content of such material, and consequently, all content, material and advertisements coming through the service are provided AS IS and Your Teacher Source expressly disclaims any responsibility for the accuracy, quality or nature of such content, material and advertisements.

Your Teacher Source reserves the right to refuse to display any advertisement, including without limitation, any advertisement that: would or might violate any law or governmental regulation; would or might violate or infringe any right of any third party; it determines is inappropriate or might subject it to liability or adverse publicity; or its otherwise injurious to its interests; provided that, neither party shall be responsible for, or obligated to review any content, advertisement or other material on the other's Web site.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Indemnity. Each party will defend, indemnify, save and hold harmless the other party, Your Teacher Source's clients and Company Affiliates, and their officers, directors, agents and employees, from any and all third-party claims, demands, liabilities, costs or expenses, including, without limitation, reasonable attorneys' fees ("Liabilities"), resulting from the indemnifying party's breach of any representation or warranty contained in this Agreement. Each party agrees to (a) promptly notify the other party in writing of any identifiable claim or demand and (b) give the other party the opportunity to defend or negotiate a settlement of any such claim or demand at such other party's expense and cooperate fully with the other party, at that other party's expense, in defending or settling such claim or demand. The indemnifying party will not settle a claim or demand for the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. Each party reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by the other party.

11. Limitation of Liability. In no event will either party be liable to the other party for consequential, incidental, special, punitive, exemplary, or indirect damages, including but not limited to, loss of profits or sales or loss of or damage to data, regardless of the form of action, whether in contract, tort, breach of warranty or otherwise, even if a party has been advised of the possibility thereof. Moreover, except for the indemnification obligations and liability described above, in no event shall the maximum liability of either party arising out of or relating to the transaction which is the subject matter of this Agreement, regardless of cause, exceed the amounts payable by the Company to Your Teacher Source under this Agreement.

12. Term and Termination: The term of this Agreement will begin on June 1, 2009 following the expiration of the Initial Subscription and will continue year-to-year unless terminated by either party. Either party may terminate this Agreement after the Initial Subscription for any reason upon thirty (30) days' prior written notice. Notwithstanding the foregoing, either party may terminate this Agreement with immediate effect if the other party is in breach of a material obligation hereunder and fails to cure such breach within thirty (30) days of notice from the non-breaching party or fails to promptly after notice from the non-breaching party begin to cure such breach and diligently pursue its cure if such breach is curable but is not capable of being cured within thirty (30) days of notice from the non-breaching party. Upon termination, each party shall promptly return to the other all of the confidential information (as defined above) of the other party in its possession or control.

13. General Provisions:

13.1 Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

13.2 Entire Agreement. This Agreement sets forth the entire agreement and supersedes any prior agreements, written or oral, of the parties with respect to the transactions set forth herein.

13.3 Construction. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. There shall be no presumption for or against either party as a result of such party being the principal drafter of this Agreement.

13.4 Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

13.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law.

13.6 Arbitration. In the event of any disagreement, controversy or dispute regarding performance under or interpretation of this Agreement, the parties agree to attempt to reach a negotiated resolution. If such dispute remains unresolved for a period of thirty (30) days after one party has provided written notice of the dispute to the other, then either party may initiate suit in King County Superior Court or an alternative dispute resolution as agreed by the parties.

13.7 Attorney's Fees. In any action or proceeding to enforce any of the terms or provisions of this Agreement or on account of the breach hereof, the party prevailing shall be entitled to recover all its expenses, including, without limitation, reasonable attorney's fees from the other party.

13.8 Notice. Any notices herein shall be given to the appropriate party at the address specified above or at such address as the party shall specify in writing. Notice shall be deemed given upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[COMPANY]

YOUR TEACHER SOURCE

By: _____
Its: _____

By: _____
Its: _____

