



Dancor Energy, LTD. Affiliate Agreement

1) Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate 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 referral fees on sales occurring during the active term. You must supply to Dancor Energy your Tax ID#, or social security number for payments. You are responsible for all state and federal income taxes.

2) Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on this site. <http://www.dancorenergy.com/docs/affiliateagreement.pdf> Modifications, as an example, may include changes in the scope of available referral fees, fee 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 SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

3) Limitation of Liability: We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the 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 Program will not exceed the total referral fees paid or payable to you under this Agreement.

4) Spamming We have a "No Spamming" policy (sending unsolicited e-mail) and adult "X-Rated" sites cannot participate. Violation of either of these rules is cause for immediate termination of our agreement. We also reserve the right to not accept any sites that have, in our opinion, any controversial or unacceptable content. You must have written permission on file to link to our web site in anyway.

5) Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT 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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. 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.

6) Miscellaneous: This Agreement will be governed by the laws of the United States and the Commonwealth of Massachusetts, 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 the Commonwealth of Massachusetts, 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 provision or any other provision of this Agreement.

Signature Dancor Energy **Date**

Start date _____

Signature Affiliate **Date**

Tax ID number / Social security number

Address , City, State , Zip

TEL: