

AFFILIATE MARKETING AGREEMENT, TAB LIGHT, LLC

This agreement entered into this _____ day _____ of 200___ between Tab Light, LLC (hereafter referred to as the "Company") and _____, (hereafter referred to as a "Affiliate").

WHEREAS the Affiliate wishes to participate in the indirect sale of the companies products that are manufactured and/or are patented and manufactured, and for which the affiliate will be paid a fee for its service.

WHEREAS the Affiliate acknowledges that the Company has certain requirements and rules that must be adhered to by the Affiliate in order to participate in the indirect sale of its products and

WHEREAS the Affiliate also acknowledges that the Company advertises and sells these products as well as do distributors on various websites and at various trade shows which may also be attended by the Affiliate.

THEREFORE, the Company will limit itself to being at the National Restaurant Association Show in Chicago (May) and the Bar & Night Club show in Las Vegas (Feb-March). As a result, the Affiliate agrees that it will not show Tab Light products at these shows without the expressed permission of the Company in writing. The Company and the Affiliate further agree as follows:

REQUIREMENTS OF THE AFFILIATE

The affiliate marketer will utilize a portion of their website or various media to cause direction of their internet or media customers or partners to the Tab Light WEBSITE (www.Tab-Light.com). The Affiliate Marketer will at a minimum advertise on his website or through his media publication the Tab Light website.

When the affiliate causes direction from his site to the Tab Light Website where a sale is made; this will create a payment of 10% of the gross sale to the Affiliate Marketer whose name or company name appears on this contract. This payment for this direction service will be from sales of presenters, menu bars and their chargers. but will NOT include ancillary fees, such as the printer set up fee, sticker fee, peel away stickers fees, special plates or magnifiers, shipping and handling fees or any applicable taxes:

The payment will be made to the Affiliate Marketer; within 20 days after the customer receives his goods for the particular sale.

If a chargeback of goods occurs, the Affiliate Marketer will have this chargeback credited against their account. Or if requested by the Company he will return the Company a valid check for the amount paid to him for his direction service (the amount paid for this service to the Affiliate Marketer originally).

REQUIREMENTS OF THE COMPANY

The Company will provide a website for its products to be viewed by anyone with internet access. The Company will update its website when necessary at its sole discretion. **The Company has the authority to stop the Affiliate from advertising in such a way that it feels might be detrimental to the Company's product.** Any advertising by the Affiliate other than direction to the Tab-Light.com website must be approved, in writing, by the Company prior to its use. Failure to do so will be considered a breach of this agreement and will result in immediate termination. **If a initial customer comes through an Affiliates website, and an order is placed, due to that referral to the Company, any subsequent order attempted to be placed with the Company, will be credited to the Affiliate at a 5% rate as long as there is an current agreement in place between the Affiliate and Company at the time of order.**

(Initials)

WAIVER

If you breach a provision of this Agreement and if the Company ignores the breach, this shall not mean that the Company has waived the breach. If the Company expressly waives a breach by you of any provision of this Agreement, this waiver shall not mean that the Company waives its rights as to any subsequent breach.

ATTORNEY’S FEES

If the Company is forced to enforce this Agreement or any part of this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs incurred in connection with such enforcement, including the costs of appeal.

VENUE

You agree that the sole and exclusive jurisdiction and venue for any and all suits and special proceedings arising out of, in connection with or by reason of this Agreement, shall be the appropriate court of competent jurisdiction located in Palm Beach County, Florida.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and supersedes all prior and contemporaneous agreements or understandings between the Affiliate Marketer and the Company. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the provisions of this Agreement. This Agreement may not be changed except by a written document signed by all the parties hereto.

THE AFFILIATE MARKETER AND THE COMPANY (BY THEIR ACCEPTANCE OF THIS AGREEMENT) EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR THEREWITH.

IN ANY AND ALL LEGAL PROCEEDINGS ARISING FROM AND RELATING TO THE FORMATION, INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT, NO PARTY MAY PERMISSIBLY JOIN ANY THIRD PARTY IN TO ANY SUCH ACTION UNLESS SUCH THIRD PARTY IS DETERMINED BY THE COURT IN WHICH THE ACTION IS PENDING TO BE AN INDISPENSABLE PARTY. THIS PROVISION SHALL APPLY TO ANY COMPLAINTS OR CLAIMS, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS OR ANY AND ALL SIMILAR OR LIKE TYPE CLAIMS AND DEFENSES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR SUBROGATION, CONTRIBUTION AND INDEMNIFICATION.

THIS AGREEMENT IN ITS ENTIRETY CONSISTS OF 2 PAGES WHICH I HAVE READ FULLY AND UNDERSTAND COMPLETELY.

TAB LIGHT, LLC

By: _____

AFFILIATE MARKETER

By: _____ Company Name _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

To Return this agreement you can fax to: 561 988 1845

**Or mail to : Tab Light
508 – 1 NE 7th Ave.
Ft. Lauderdale, Fl 33301**