ABENITY AFFILIATE AGREEMENT
(the "Agreement")

This Agreement is made between Abenity Inc., a corporation organized and existing under the laws of the State of Tennessee, having its principal place of business at 725 Cool Springs Blvd., Suite 600, Franklin, Tennessee 37067 (referred to as "Abenity") and _____, a corporation organized and existing under the laws of the State of _____, having its principal place of business at _____ (referred to as "Affiliate"), on the _____ day of _____, 20__ (the "Effective Date"). Either party may be referred to herein as "Party" and collectively as "Parties".

In consideration of the mutual covenants contained below, Abenity and Affiliate agree as follows:

Section I. Appointment of Affiliate

Abenity hosts and manages Perks Programs for participating organizations at *www.abenity.com*. Abenity's web and mobile applications are branded individually for participating organizations and provide the members of participating organizations with private access to consumer discounts and giveaways as a benefit. The services being offered by Abenity shall be referred to as the "Abenity Program." Abenity appoints Affiliate as an independent contractor to offer the Abenity Program, subject to the terms, conditions, and covenants set forth in this Agreement. The Affiliate accepts such appointment and agrees to comply with the terms and to perform all conditions as set forth in this Agreement.

Section II. Sales Territory

Affiliate shall have the right to offer for sale and sell the Abenity Program to customers within the United States of America. There is no exclusive sales territory being provided to Affiliate.

Section III. Definition of Affiliate

An Affiliate is authorized to refer branded Abenity perks programs to potential participating organizations. If a participating organization referred by Affiliate is invoiced directly by Abenity (the "Affiliate Participating Organization"), then Abenity will pay Affiliate a one-time referral commission in an amount equal to one (1) month of the Affiliate Participating Organization's monthly client subscription fees from Abenity ("Affiliate Commission").

1. Abenity will issue the one time commission to Affiliate by the last day of the month following the end of the Affiliate Participating Organization's ninety (90) day pilot period with Abenity. Commissions are not due or payable to Affiliate until Abenity has received payment from the Affiliate Participating Organization for the first three (3) months of service with Abenity. In the event that the Affiliate Participating Organization cancels the delivered Abenity Program within the ninety (90) day pilot period, then no commission will be due to Affiliate.

2. In order to be subject to the payment of a commission, all referrals to Abenity by Affiliate must be documented in writing between Abenity and Affiliate before Abenity conducts the first sales meeting, program tour, webinar, or presentation for the Affiliate Participating Organization. If not documented in writing between Abenity and Affiliate, any sales finalized by Abenity, despite Affiliate's possible involvement in the business relationship with the participating organization, shall not entitle Affiliate to any commission.

3. Any participating organizations that Abenity and Affiliate have in common are not eligible for Affiliate Commissions.

4. Abenity reserves the exclusive right, without any consent from Affiliate, to change the amount of its monthly subscription fees to Affiliate Participating Organizations, as well as the amount and timing of the commission being paid to Affiliate, so long as Affiliate is notified in writing of any such changes.

5. If this Agreement is terminated, Affiliate shall be entitled to the applicable commissions on all sales to Affiliate Participating Organizations that are finalized by Abenity prior to the date of Agreement termination.

6. Commissions shall not be paid to Affiliate for any Affiliate Participating Organization with a past due payment due to Abenity or for any unresolved transactions.

Section IV. Acceptance of Sales

(a) All sales are subject to final acceptance by Abenity. Abenity retains the absolute right to reject any sale within its sole discretion, without cause, for whatever reason it may deem appropriate without obligation to Affiliate for any commissions or loss of sale revenues. Affiliate shall have no authority to accept any sale on behalf of Abenity.

(b) All sales accepted by Abenity shall be subject to Abenity's standard terms and conditions of sale, as set forth on *www.abenity.com*. Abenity has the sole authority to change any of its terms or conditions at any time.

(c) Affiliate shall make no settlement, concessions, or collections on any accounts owed to Abenity, unless authorized in writing by Abenity. The authority of Affiliate is strictly limited to the solicitation of sales for Abenity as set forth in this Agreement.

Section V. Advertising and Promotion

Affiliate shall not use Abenity's name or logos on any stationery, documents, or advertising without prior written consent of Abenity. In the event of termination of this Agreement, Affiliate shall immediately return all advertising and promotional material for the Abenity Program to Abenity.

Upon request, Abenity will create and provide Affiliate with a branded marketing page for their agency, including lead generation functionality and a marketing flyer. (A sample marketing landing page is available to review at http://www.abenity.com/agency/McGrath)

Section VI. Affiliate's Responsibilities

(a) Affiliate shall exert its best efforts to promote sales and marketing of Abenity Programs to all potential customers.

(b) Affiliate shall furnish, as it develops, the following information to Abenity:

1. Competitive marketing problems and any current developments in Abenity's market realized or discovered by Affiliate;

2. Information on poor credit risks of potential Affiliate Participating Organizations;

3. Complaints, comments, and critical remarks from Affiliate Participating Organizations and/or members.

(c) Affiliate shall pay all of its own expenses and costs in connection with the solicitation of any sales under this Agreement.

Section VII. Duration

(a) This Agreement shall become effective on the Effective Date and shall remain in effect until terminated as provided in this Agreement.

(b) This Agreement may be terminated by written notice of either of the Parties to the other Party of an intention to terminate the Agreement. Any such written notice shall serve automatically to terminate this Agreement ten (10) days after the date such notice is sent to the other party via certified or registered mail.

(c) This Agreement may be terminated immediately by either of the Parties for breach of this Agreement, its attachments, or any other agreement referred to herein.

Section VIII. Assignment

This Agreement is personal to the parties to this Agreement and may not be assigned by Affiliate, in whole or in part, without the prior written consent of Abenity.

Section IX. Affiliate's Authority

Affiliate shall have no right or authority, either express or implied, to assume or create, on behalf of Abenity, any obligation or responsibility.

Section X. Indemnification

Affiliate agrees to defend, indemnify, and hold harmless Abenity and its employees, contractors, vendors, corporate partners, managers, officers, shareholders, agents, and directors from all liabilities, claims, losses, damages, obligations, costs, and expenses, including attorney's fees, that arise from or relate to Affiliate's negligent act or omission, or that of anyone employed or contracted by Affiliate for whose acts Affiliate may be liable. This defense and indemnification obligation will survive Affiliate's involvement with Abenity. Abenity reserves the right, in its sole discretion, to assume the exclusive defense and control of any claim for which Abenity or any of its indemnitees listed above are entitled to indemnification hereunder. In such event, Affiliate shall pay all fees and costs for such defense and shall provide Abenity with such cooperation at no charge as is reasonably requested to assert any available defenses.

THE ABENITY PROGRAM, ITS CONTENT, AND ANY MERCHANDISE CONTAINED THEREIN ARE PRESENTED "AS IS." NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ABENITY, ITS AGENTS, AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS. TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE, AND LOCAL LAW, ABENITY DISCLAIMS ALL WARRANTIES. ABENITY IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS, CLAIM, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING FROM THE USE OF THE ABENITY APPS.

Section XI. Modification

This Agreement may be modified only by a written amendment executed by each of the parties to this Agreement.

Section XII. Covenant Not To Compete.

During the term of this Agreement and for a period of three (3) years thereafter, Affiliate shall not directly or indirectly, for Affiliate's own benefit or for or with any person, firm, or corporation whatsoever other than Abenity, engage in any business similar to what is presently conducted by Abenity within the United States. The parties agree that the terms of this Covenant Not to Compete are fair and that the duration and scope of territory covered by this Covenant Not to Compete are reasonable.

Section XIII. Arbitration and Jurisdiction

The Parties expressly agree to submit any controversy to binding arbitration with the American Arbitration Association. Any controversy or claim between the Parties arising out of or relating to this Agreement or Affiliate's involvement in the Abenity Program, including but not limited to the use of the Abenity site or apps, shall be submitted to binding arbitration with the American Arbitration Association. The parties expressly agree that this arbitration provision and the terms and conditions set forth herein are to be governed by the Federal Arbitration Act ("FAA").

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflicts of law provisions. Parties hereby submit, as evidenced by signing this Agreement, to the exclusive jurisdiction of the courts of Williamson County, Tennessee, for purposes of any and all litigation arising out of or relating to this Agreement or the Affiliate's involvement in the Abenity Program. The Affiliate waives any objections to the forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional ground.

Should any provision in these terms and conditions be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

The language of these terms and conditions shall be construed as a whole according to its fair meaning and not strictly for or against either party. Each party specifically waives the application of the common law doctrine that agreements are to be construed against the party who drafted the agreement.

Section XIV. Confidential Information.

All information of a confidential or proprietary nature received or obtained by either Party under or in connection with this Agreement shall be treated as confidential by the receiving party and shall not be disclosed by the receiving party to any third party or used by the receiving party except: (i) to the extent necessary to fulfill the express purposes of this Agreement; (ii) as required by law, or any regulatory or governmental authority. In the event the receiving party discloses confidential information to a third party in accordance with this paragraph, it shall ensure that the recipient is aware of the confidential nature of such information and shall be bound by the same restrictions on use and disclosure as the receiving party. The obligations and restrictions imposed by this clause shall continue in force for the duration of three (3) years following the termination of this Agreement.

SECTION XV. Misc.

a) Counterparts**.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need be produced.

b) Binding Effect. This Agreement inures to the benefit of and is binding upon the parties, and their heirs, successors, and assigns.

c) Waivers. Except as herein expressly provided, no waiver by any party of any breach of this Agreement, or of any breach of a warranty or representation hereunder, shall be deemed to be a waiver by the same party of any other breach of any kind or nature (whether preceding or succeeding the first breach, and whether or not of the same or similar nature). No acceptance by a party of payment or performance after any such breach shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder (whether or not the party knows of the breach when it accepts such payment or performance).

d) Entire Agreement. Any agreement, addendum, appendix, exhibit, terms and conditions referred to in this Agreement, whether or not contained herein in its entirety is considered part of this Agreement. This Agreement is intended by the parties to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made. This Agreement shall supersede any prior contractual arrangement entered into between Abenity and Affiliate.

(Signatures on next page)

PARTIES HAVE READ AND REVIEWED THESE TERMS AND CONDITIONS AND AGREE TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

Affiliate:

_____
Affiliate Business Name

_____
Authorized Affiliate Signature

_____ DATE: _____
Name & Title

_____
Affiliate Business Address

_____ _____ _____
City State Zip Code

Abenity Inc.:

_____ DATE: _____
Abenity Representative Signature

By:_____
Name & Title

Abenity Inc.
725 Cool Springs Blvd. Suite 600 Franklin, TN 37067