

ZZPARTNERS TERMS AND CONDITIONS

Version 1.0, October 2008

THESE TERMS AND CONDITIONS IS APPLICABLE TO ALL FREE SOCIAL NETWORK MEMBERS OF ZENZUU, ALL ADVERTISERS OF ZZPARTNERS ADVERTISING TECHNOLOGY MODULE, ALL INDEPENDENT REPRESENTATIVES OF ZZPARTNERS, ALL INDEPENDENT REPRESENTATIVE OF ZENZUU INTERNATIONAL, AND ALL VISITORS TO THIS SITE WHICH CONTAINS THE DOCUMENT THAT YOU ARE READING. THE TERM "YOU" REFERES TO ALL FREE SOCIAL NETWORK MEMBERS OF ZENZUU, ALL ADVERTISERS OF ZZPARTNERS ADVERTISING TECHNOLOGY MODULE, AND ALL VISITORS TO THIS SITE. EXCLUDING ANY PART OF THIS TERMS AND AGREEMENTS THAT MAY NOT BE APPLICABLE TO YOU, THE REMAINING PROVISIONS REMAIN IN EFFECT.

A MODULE OF CERTAIN ZZPARTNERS FUNCTIONALITY THAT YOU MAY USE, WITHOUT MODIFICATION AND WITHOUT REDISTRIBUTION IS AVAILABLE TO YOU FREE-OF-CHARGE FROM WWW. ZENZUU.COM/ZZPARTNERS UNDER THE ZZPARTNERS CONDITIONAL PUBLIC LICENSES AS FOLLOWS:

A. PARTIES INVOLVED IN THIS AGREEMENT

A1. **ZenZuu:** A Nevada Company. ZenZuu powers ZenZuu.com, a social network that consists of all FREE members.

A2. **ZenZuu International: A Nevada Company** that promotes the ZenZuu social network worldwide, through its Active Independent Marketing representatives, herein after referred to as "ZZREP". A ZZREP is a member of the ZenZuu FREE social network who, after logging in and logging out of ZenZuu.com 30 times using his/her unique email and password and clicking on the button signifying his/her agreement to these Terms and Conditions.

A3. **ZZPARTNERS:** a Nevada Company, and an affiliate of Zenzuu. ZZPARTNERS and its vendors have a contractual agreement to develop, maintain, improve upon and provide the local business advertising module on ZenZuu.com content site in which third party advertisers can put their links to their Sites for a fee. ZZPARTNERS and its vendors provide marketing and management of advertising systems to the ZenZuu social network and others. ZZPARTNERS also provides an online capability for ZenZuu social and business network members, who are over 18 years of age to become a ZZPARTNERS Independent Advertising Representatives by clicking on the acceptance button at the end of this agreement. A ZZPartners Independent Advertising Esecutive, (hereafter "GREENPAGEREP") is authorized to sell advertising links placed on ZenZuu.com site to advertisers..

A4. **ZenZuu FREE social network member:** All FREE social network members sign up with ZenZuu by agreeing to its terms and conditions posted on ZenZuu.com. **An active ZenZuu member is a** ZenZuu social networking FREE member who logs in and logs out of ZenZuu.com site 30 times during the month. Only active FREE member can see the appearance of this Agreement, or the latest modified version thereof, displayed in his/her Welcome Center. An Active ZenZuu member has the opportunity to choose to become a GREENPAGEREP by accepting the terms and conditions of ZZPartners International marketing program. He/She also chooses to become a GREENPAGEREP by accepting the terms and conditions of ZZPARTNERS marketing program and compensation for ZZPARTNERS Independent Advertising Representative

A5.1. Definition of a ZZPARTNERS Independent REPRESENTATIVE ("GREENPAGEREP")

GREENPAGEREP is a ZenZuu social networking FREE member who, chooses to become GREENPAGEREP by accepting the terms and conditions of ZZPARTNERS marketing program by 1- selling advertisers link placed on the GREEN PAGE section on ZenZuu.com, which is known as ZenZuu Local Business Directory, 2- selling advertisers links that are targeting local user at any particular city within the United States and its territories by selecting the city targeted when placing the ad... A ZenZuu social networking member can become a GREENPAGEREP for FREE by, clicking on the button signify his/her acceptance of ZZPARTNERS Independent Marketing Representative Agreement on their social page and

abide by ZZPARTNERS terms and condition thereof. ZZPARTNERS Independent Marketing Representative, if qualified, may receive compensation for their direct sponsored down line organization's active "GREENPAGEREP". Any member of ZenZuu.com social networking site who is over 18, legally able to do business with a US company can become a GREENPAGEREP. ZZPARTNERS also accepts as a ("GREENPAGEREP Non-Profit Organizations such as a church, school, or charity. Business entities with proper tax ID can also be a GREENPAGEREP, however, ZZPARTNERS reserves the right to refuse or cancel this agreement for GREENPAGEREP if ZZPARTNERS determines that there is any violation of ZZPARTNERS, ZZPARTNERS terms and conditions, including but not limited to: involvement with terrorism, hate crimes or pornography.

B. TERMS OF USE AND THE AGREEMENT

B1. GENERAL.

If you are an Advertiser of ZZPARTNERS Advertising Technology Module, the service and functionality of ZZPARTNERS are made available to you under the terms of this **ZZPARTNERS END-USER SOFTWARE LICENSE AGREEMENT** (THE "AGREEMENT"). BY CLICKING THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT, WHICH IS SUBJECT TO CHANGE WITHOUT NOTICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON, AND DO NOT USE ANY PART OF THE SERVICE FROM Advertising Technology Module provided by ZZPARTNERS.

B2. SERVICE, SOFTWARE AVAILABILITY AND YOUR OBLIGATION.

DURING THE TIME YOU USE THE ZZPARTNERS ADVERTISING TECHNOLOGY MODULE AS A NON PAYING VIEWER OF ADVERTISING DISPLAYED OR AS AN ADVERTISER THAT PURCHASE SPACE AND TECHNICAL FEATURES TO DISPLAY YOUR ADVERTISEMENT, AND AT LATER TIMES, YOU MAY BE GIVEN THE OPTION OF ADDING ADDITIONAL FEATURES AND OR FUNCTIONALITY AT AN ADDITIONAL COST. THE PURCHASE OF ADDITIONAL OPTIONS AND USE OF THOSE ADDITIONAL COMPONENTS IN ZZPARTNERS ADVERTISING TECHNOLOGY MODULE MAY BE GOVERNED BY ADDITIONAL LICENSE AGREEMENTS.

Under the terms of the ZZPARTNERS License, source code form is not available for you to use, modify or make any alterations to. Nothing in this Agreement will be construed to grant any Open Source Licenses. Subject to the foregoing: ZZPARTNERS, for itself and on behalf of its licensors, hereby reserves all intellectual property rights in the products and services made available to you, except for the rights expressly granted in this Agreement. This license does not grant you any right to use the trademarks, service marks or logos of ZZPARTNERS or its licensors. In addition, you may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Product or Service and republish such alteration.

From time to time, ZZPARTNERS may make certain parts of its software available for you to download or use. Such download or use of software will be subject to the terms of the license agreement that accompanies it, or the following license, in addition to any other Terms of Use that governs your use of such software. You are granted a personal, non-exclusive, non-transferable, limited license to install the ZZPARTNERS software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by ZZPARTNERS or its vendors, partners and suppliers. You are not authorized to sell or redistribute any ZZPARTNERS software nor bundle it in its entirety or any portion of it into another product. You are not authorized to reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You are not authorized to modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You are not authorized to approve or assist any third party to do any of the things prohibited in this paragraph.

In the event your computer has a downloaded copy of ZZPARTNERS approved for download software, ZZPARTNERS, may automatically check your version of the software and update it to improve its

performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

The ZZPARTNERS advertising module, and its software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the software with only those rights as set forth herein.

You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly export, re-export, transfer and/or release the software, related technology, or any product thereof, for any prohibited end-use, or to any prohibited country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You SPECIFICALLY AGREE TO bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances. Furthermore, you agree to assume responsibility for all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

B3. LIMITED LICENSE GRANT TO YOU (ZZREPS, ADVERTISERS WHO for a certain fee mentioned in section B.4 of THESE TERMS AND CONDITIONS, AND GREENPAGEREP) .

ZZPARTNERS, a Nevada Corporation grants you a non-exclusive license FOR TWELVE MONTHS FROM THE DATE OF THIS CONTRACT, subject to you agreeing to abide by our terms and conditions in this agreement to use the service and functionality of its Advertising Technology Module. This Agreement will also govern any service and/or software upgrades provided by ZZPARTNERS that replace and/or supplement the original Product or Service, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern. In the event that you decide to be a "GREENPAGEREP" by approving section D of this Agreement, this Agreement will also cover your commissions and overrides that you could earn from advertising revenue from advertiser collected by ZZPARTNERS for the advertising space sold and used by these advertisers during the month from the date of your acceptance of this contract through the twelfth month immediately following the date of your acceptance of this agreement by providing marketing service to bring advertisers to purchase advertising links to display the advertiser 's text, banner, audio, video, animation and other technology available on online space provided by ZZPARTNERS, and providing leadership for your down-line marketing organization in your direct line of sponsorship .

B4. ADVERTISING FEE SCHEDULE.

To Be Announced

B5. TERMINATION. If you breach this Agreement your right to use the Service will terminate immediately and without notice, but all provisions of this Agreement except the License Grant (Paragraph 1) will survive termination and continue in effect. Upon termination, you must destroy all copies of any final product result from ZZPARTNERS ADVERTISING TECHNOLOGY MODULE.

B6. PRIVACY POLICY. You agree to the ZZPARTNERS Privacy Policy, made available online at <http://www.zenzuu.com/privacy/>, as that policy may be changed from time to time. When ZZPARTNERS changes the policy in a material way a notice will be posted on the website at www.ZenZuu.com/ZZPARTNERS and when any change is made in the privacy policy, the updated policy will be posted at the above link. It is your responsibility to ensure that you understand the terms of the privacy policy, so you should periodically check the current version of the policy for changes.

B7. WEBSITE INFORMATION SERVICES. ZZPARTNERS and its contributors, licensors and partners work to provide the most accurate and up-to-date information about its related services. However, they cannot guarantee that this information is comprehensive and error-free.

B8. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

ZZPARTNERS respects the intellectual property of others. If you believe that your work has been copied and appears on ZZPARTNERS service in a way that constitutes copyright infringement, please follow [instructions](#) on how to contact ZZPARTNERS to report possible copyright infringement.

B9. ZZPARTNERS OFFERS NO DUTY TO MONITOR THIRD PARTY ADVERTISER LINKS AND CONTENTS.

ZZPARTNERS provides links to third party websites, in text, audio, video, animation and others format. Some of these third party websites may contain materials that are objectionable, unlawful, or inaccurate. These links provided by ZZPARTNERS do not mean that we endorse these third party sites or services. ZZPARTNERS OFFERS NO DUTY TO MONITOR ADVERTISERS OR THEIR SITES. You agree that ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL AND ALL OF OUR AFFILIATE, PARTNERS AND VENDORS are not liable for Content that is provided by others. We have no duty to pre-screen third party advertiser links and their Sites Content, but we have the right to refuse to post or to edit submitted links to any Site Content. You may volunteer to report any inappropriate links or content to us at [feedback](#), and we reserve the right to remove any links for any reason, but we are not responsible for any failure or delay in removing such material.

You acknowledge and agree that **ZZPARTNERS, ZENZUU, AND ALL OF OUR AFFILIATE, PARTNERS, AND VENDORS** are not responsible or liable for any Content or other materials on these third party sites. Any dealings that you have with advertisers found on ZenZuu.com and ZenZuu.com/ZZPARTNERS are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

B10. DISCLAIMER OF WARRANTY.

THE SERVICE AND ALL FUNCTIONALITY ARE PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, ZZPARTNERS AND ZZPARTNERS'S DISTRIBUTORS, AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE PRODUCT AND SERVICE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE PRODUCT AND OR SERVICE FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT AND SERVICE. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

B9. LIMITATION OF LIABILITY.

EXCEPT AS REQUIRED BY LAW, ZZPARTNERS AND ITS "GREENPAGEREPS", DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "ZZPARTNERS AFFILIATES") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, SERVICE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL, AND THEIR AGENT, AFFILIATES, VENDORS, SPOKESPERSON 'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF \$500 (FIVE HUNDRED DOLLARS) AND THE FEES PAID BY YOU UNDER THE LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

B9. EXPORT CONTROLS.

This license is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Product and its use.

B10. U.S. GOVERNMENT END-USERS.

This Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b) (2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Product with only those rights as set forth therein.

B11. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between an authorized officer of ZZPARTNERS and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized officer of ZZPARTNERS. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the state of Nevada, U.S.A., excluding its conflict of law provisions. (c) This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (f) Except as required by law, the controlling language of this Agreement is English. (g) You may assign your rights under this section B of these terms and conditions to any party that consents to, and agrees to be bound by, its terms; ZZPARTNERS may assign its rights under this Agreement without condition. (h) This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

C. ADDITIONAL AGREEMENT, TERMS AND CONDITIONS THAT ARE APPLICABLE FOR ZZPARTNERS INDEPENDENT ADVERTISING REPRESENTATIVE:

In consideration of the entire agreement and of the mutual promises contained in the Agreement, the parties, ZZPARTNERS and you agree as follows:

C1. LIMITED LICENSE GRANT TO SELL ADVERTISING PERSONALLY OR THROUGH YOUR MAKETING ORGANIZATION.

Subject to the terms and conditions set forth in these terms and conditions, ZZPARTNERS grants to you, a non-exclusive license FOR THE IMMEDIATE TWELVE MONTHS FOLLOWING THE DATE OF THIS AGREEMENT, starting on the 0 hour on the 1st (first) day of the calendar month, and end on the 24th hour on the last day of the TWELTH month, subject to you agreeing to abide by these terms and conditions the right to represent ZZPARTNERS for the purpose of selling advertising to third parties to generate potential compensation described in this agreement by approval of this section C of the agreement and the entire agreement.

C2. TERM.

C2.1. Calendar month: starts at the 0 hour Central Time US of the 1 st (first) day of the calendar month and lasts until 12:00 Midnight Central Time US on the last night of that same calendar month.

C2.2. One Year Term. Subject to the provisions for termination as hereafter provided, the term of this Agreement shall be annually, and renewable by a qualified active "GREENPAGEREP", who as a ZenZuu FREE social network member, click on the button to agree to enter into, and during the agreement is in effect, renew this agreement for the following twelve month period, by signifying "GREENPAGEREP"'s renewal of the agreement for the following twelve month period by clicking on the button of acceptance of this contract. Direct commission earned during the month the advertisement is sold by "GREENPAGEREP".

C3. INDEPENDENT CONTRACTOR.

The relationship of ZZPARTNERS and “

GREENPAGEREP is that of independent contractors, and nothing contained in these Terms and Conditions shall be construed to (i) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (ii) allow GREENPAGEREP to create or assume any obligation on behalf of ZZPARTNERS for any purpose whatsoever. All financial and other obligations associated with GREENPAGEREP's business are the sole responsibility of GREENPAGEREP. ZZPARTNERS will not make deductions from payments made to GREENPAGEREP for taxes, all of which will be GREENPAGEREP's responsibility. GREENPAGEREP agrees to indemnify and hold ZZPARTNERS harmless from any liability for, or assessment of, any such taxes imposed on ZZPARTNERS by taxing authorities in jurisdiction that GREENPAGEREP is a resident of. GREENPAGEREP shall be solely responsible for, and shall indemnify and hold ZZPARTNERS free and harmless from, any and all claims, damages or lawsuits (including ZZPARTNERS's attorneys' fees) arising out of the negligent acts or willful misconduct of GREENPAGEREP, its employees or its agents.

C4. COMMISSION FROM PERSONAL SALE AND OVERRIDES FROM DOWNLINE SALE ORGANIZATION ADVERTISING REVENUE SOLD TO THIRD PARTIES ADVERTISER.

The marketing of ZZPARTNERS advertising module and services can generate commission and or overrides for qualified ZZPARTNERS Independent Representative. A GREENPAGEREP potential overrides received is based on individual and or team (the individual's down line marketing organization) production. Qualified Active GREENPAGEREP is rewarded based on the commissionable volume that is uniquely assigned for the type of advertising revenue generated.

There are three ways to earn Compensations as follows, subject to GREENPAGEREP meeting qualification:

C4.1. Commissionable volume for active GREENPAGEREP.

A GREENPAGEREP potential commissions received is based on individual production. GREENPAGEREP is rewarded based on the commissionable volume that is uniquely assigned for each type of advertising. Each type of advertising has a different commissionable volume attached that is published and displayed for GREENPAGEREP to view.

Commissionable volume is determined as followed: Each dollar of advertising generated is assigned a unique percentage by ZZPartners management, depending on a pre-negotiated agreement with advertiser. Depending on the types of advertising contract, each dollar of ad sale will uniquely generate between 0 to 100% of total sale amount in bonus points, based on a **conversion rate** to turn volume in advertising sale dollar to points available for bonus purpose, resulting in commissionable volume, which is measured in points for compensation purpose.

(E.g. Standard National and International ad cost \$100.00, if being converted to commissionable point by using a percentage of 50%, would make points assigned for earning purpose to be 50 points).

Each type of advertising being offered via ZZPARTNERS ad module will have the commissionable volume (CV) attached to it, viewable by “GREENPAGEREP”

The commissionable volume for all ads is subject to change the following month.

C4.2. Direct commission:

Qualified GREENPAGEREP earns 75% (seventy-five percent) of total commissionable volume in bonus point generated on individual advertising sale. GREENPAGEREP earns commission when advertisers either visit the GREENPAGEREP

ZenZuu profile page to sign up for an advertiser/member or advertiser/non member advertiser account in order to order advertising from his/her web site, or create an advertiser account by visit ZZPARTNERS.com and choose the GREENPAGEREP as their advertising account representative.

Commission is earned THE SAME DAY the ad is sold by the GREENPAGEREP in ZZPARTNERS bonus points.

C4.3. OVERRIDES.

GREENPAGEREP only gets direct commission and no overrides (overrides are bonus earned from the sales generated by his down line organization that is in his direct line of sponsorship).

C4.3.a. Sponsor of a GREENPAGEREP (“SPONSORPREP”) who sold the Advertisement is a ZenZuu FREE member and accepts this Agreement by clicking on the acceptance button below this Agreement or a modified version thereof. The GREENPAGEREP who directly sponsored the GREENPAGEREP who was responsible for a local advertisement being placed will receive 15% (fifteen percent) of commissionable volume.

C4.3.b. Sponsor of “SPONSORPREP” (“2SPONSORPREP”) is a ZenZuu FREE member who sponsored the SPONSORPREP and accepts this Agreement by clicking on the acceptance button below this Agreement or a modified version thereof will receive ten percent (10%) of commissionable volume.

C 7. PAYMENT METHOD.

All ZZPARTNERS commissions and overrides are paid to the GREENPAGEREP, SPONSORPREP AND 2SPONSORPREP, (collectively the “ZZPARTNERSREPS”) debit card provided by **third party vendor** that is approved by ZZPARTNERS - with a administrative charge for each payment.. **Third party vendor** terms, conditions, privacy policy, and fees and payment applied. Payment method is subject to change.

C 7. DISPUTE OF PAYMENT.

Qualified active ZZPARTNERSREPS agrees that in order for ZZPARTNERS to calculate the commission and overrides for all qualified active ZZPARTNERSREPS, ZZPARTNERS has to rely on all ZZPARTNERSREPS representations as of his/her qualifications and organizational structure as transmitted and displayed to it over the Internet in its servers to pay out commission and overrides and bonus. THE TECHNOLOGY AND SYSTEM THAT ZZPARTNERS RELIES UPON TO PERFORM CALCULATION IS SUBJECT TO FAILURE OR HUMAN IMPERFECTION. Some qualified active ZZPARTNERSREPS OR ZenZuu member could manipulate and manufacture qualified active ZZPARTNERSREPS to achieve qualification, thus misrepresenting their status. ZZPARTNERS, and or its vendors, servicing agent platform and technology used to perform their day to day business could fail and, or does not recognize legitimate qualification by some qualified active ZZPARTNERSREPS. Qualified active ZZPARTNERSREP agrees that it is his/her duty to monitor and notify ZZPARTNERS of any discrepancy, whether of overpayment or underpayment to qualified active ZZPARTNERSREP within 3 (three) business day after commission and overrides is posted. Qualified active ZZPARTNERSREP acknowledge that failure to report to ZZPARTNERS within 3 day after commission and overrides is posted may cause irreversible damage to ZZPARTNERS in terms of reputation and finance. Qualified active ZZPARTNERSREP agrees that after payment is posted after the date of the accounting month ends, all discrepancy must be brought to ZZPARTNERS by email to report payment discrepancy to ZZPARTNERSPAYMENTDISCREPANCY@ZenZuu.com within 3 business day from the date payment posted, TOGETHER WITH ALL DOCUMENTED PROOF SUPPORTING YOUR POSITION, otherwise, qualified active “ZZPARTNERSREP” accept the payment as included these errors and hold ZZPARTNERS, and all of its partners and affiliates harmless against any future claim.

C8. PROMOTION OF ZZPARTNERS ADVERTISING SERVICE.

GREENPAGEREP shall bear the entire cost and expense of conducting its business to promote the sale of and stimulate demand for ZZPARTNERS advertising and by direct solicitation. In no event shall “GREENPAGEREP” make any representation, guarantee or warranty concerning ZZPARTNERS advertising except as expressly authorized by ZZPARTNERS in accordance with the terms of these Terms and Conditions.

C 9. TERRITORIAL RIGHTS.

GREENPAGEREP can sell only local advertising links anywhere on ZenZuu.com and other ZZPARTNERS Websites

C10. ALTERATION TO MEMBER POSITION.

A ZenZuu FREE social network member may transfer, sell or will his or her ZenZuu social and business network membership account, together with all ZenZuu affiliated independent businesses related to that account that the member is currently operating, including but not limited to his/her position on ZZPARTNERS independent advertising sales and the ZenZuu International Net Advertising Revenue Share program at any time. Name and payment information can be changed via member's secured administrative back office, provided that the member pays an administration fee of \$1,000.00 to ZenZuu International, and provide ZenZuu International the proper copies of such transfer approved by parties, buyer and seller of such account. Both purchasers and seller of such membership must hold ZenZuu, ZenZuu International, ZZPARTNERS and all of their agent, employees harmless against any claim, and or liability arising out of this membership transfer. ZenZuu, ZenZuu International does not approve any one annuity company purchasing more than one ZenZuu membership account.

C11. USE OF ZZPARTNERS PUBLIC OR PROPRIETARY INFORMATION.

To maintain accuracy and consistent image, it is required that all media inquiries (including radio, television, and print publication) be referred directly to ZZPARTNERS and requires prior written approval. Any one uses any marketing material with the ZZPARTNERS, ZenZuu name and logo on it will must have written approval of ZenZuu and ZZPARTNERS before using such material. Any marketing material with the ZZPARTNERS name and logo on it will need to have written approval of ZZPARTNERS before being used. Materials which do not mention ZZPARTNERS are the sole responsibility of each Member. No phone numbers or the address of ZZPARTNERS may be used on any materials used by GREENPAGEREP unless it is ZZPARTNERS approved brochures.

C12. BUSINESS CARDS.

The ZZPARTNERS Name and Logo may be used only on business cards approved by ZZPARTNERS to be used by GREENPAGEREP.

C13. TRADEMARKS.

During the term of the Agreements, qualified active GREENPAGEREP shall have the right to indicate to the public that it is an authorized independent representative of ZZPARTNERS and to advertise ZZPARTNERS under the trademarks and trade names that ZZPARTNERS may adopt from time to time (the "ZZPARTNERS Trademarks"). Nothing herein shall grant qualified active GREENPAGEREP any right, title or interest in ZZPARTNERS Trademarks. At no time during or after the term of the Agreements shall qualified active GREENPAGEREP challenge or assist others to challenge ZZPARTNERS Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of ZZPARTNERS. All representations of ZZPARTNERS Trademarks that qualified active GREENPAGEREP intends to use shall be exact copies of those used by ZZPARTNERS or shall first be submitted to ZZPARTNERS for approval (which shall not be unreasonably withheld) of design, color, and other details. In the event that any of ZZPARTNERS Trademarks are to be used in conjunction with another trademark on or in relation to the Services, ZZPARTNERS mark shall be presented equally legibly, equally prominently, and of equal or greater size than the other and it must be separated from the other so that each appears to be a mark in its own right, distinct from the other mark.

C14. INVOLUNTARY TERMINATION.

A GREENPAGEREP's violation of any of the terms of the Agreement, including any amendments that may be made by ZZPARTNERS in its sole discretion, may result in the involuntary termination of this Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier for delivery to the GREENPAGEREP's last known address, email address, or fax number, or to his/her attorney, or when the GREENPAGEREP receives actual notice of termination, whichever occurs first. Such termination shall include the cancellation of the GREENPAGEREP's GREENPAGE websites. In addition, the Agreement may be terminated at the sole discretion of

ZZPARTNERS for false representation; spamming during marketing practices; violation of Terms and conditions of ZenZuu; Unethical behavior; Promoting or committing violence toward others, or infringement of copyright, patent and trademark restrictions applicable to ZZPARTNERS, ZenZuu, or ZenZuu International. In the case of termination, any commissions due to that date will be paid in full.

C15. LIMITATION ON LIABILITY.

IN THE EVENT OF TERMINATION BY EITHER PARTY, IN ACCORDANCE WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, BECAUSE OF SUCH TERMINATION, FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS IN PARTICIPANT TERMS & CONDITIONS CONNECTION WITH THE BUSINESS OR GOODWILL OF ZZPARTNERS OR ACTIVE "GREENPAGEREP". ZZPARTNERS'S SOLE LIABILITY UNDER THE TERMS OF THIS DOCUMENT SHALL BE FOR ANY UNPAID COMMISSIONS THAT IS DUE TO QUALIFIED ACTIVE "GREENPAGEREP".

C16. NO CONSEQUENTIAL DAMAGES.

ZZPARTNERS WILL MAKE EVERY EFFORT TO ASSURE NON-INTERRUPTED SERVICE THROUGH OUR ADVERTISING SYSTEMS BUT IN NO EVENT SHALL ZZPARTNERS BE LIABLE TO ANY OF ITS ADVERTISERS, ZENZUU MEMBER, "ZZREP" OR "GREENPAGEREP" FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT ZZPARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS DOCUMENT, ZZPARTNERS'S TOTAL LIABILITY FOR DAMAGES IN CONNECTION WITH THE RELATIONSHIP, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER FORM OF ACTION, SHALL BE FOR ANY UNPAID COMMISSIONS DUE A QUALIFIED ACTIVE "GREENPAGEREP".

C17. INDEMNIFICATION.

"GREENPAGEREP" shall be solely responsible for, and shall indemnify and hold ZZPARTNERS free and harmless from, any and all claims, damages or lawsuits (including ZZPARTNERS's attorneys' fees) arising out of the acts or omissions or misconduct of "GREENPAGEREP", its employees or its agents, including, without limitation, claims by third parties against ZZPARTNERS as a result of "GREENPAGEREP"'s (i) representation of ZZPARTNERS in a manner inconsistent with ZZPARTNERS's published Advertising System descriptions and warranties, (ii) use of ZZPARTNERS inconsistent with the terms of the Agreements and the published terms, (iii) service or support of the Services; or (iv) failure of "GREENPAGEREP", its employees or agents to comply with any applicable local or regional law or regulation. The GREENPAGEREP agrees to hold ZZPARTNERS, ZenZuu, and ZenZuu International, and its partners and affiliates harmless from any claim or claims resulting from the GREENPAGEREP's activities whether on behalf of ZZPARTNERS or not.

C18. INJURIES."

GREENPAGEREP acknowledges that GREENPAGEREP must obtain and provide its own coverage's for any and all injury claims that may arise from GREENPAGEREP's participation with ZZPARTNERS.

C19. MISCELLANEOUS.

C19.1. Successors and Assigns.

The rights and obligations of the qualified active GREENPAGEREP under the Agreements may not be transferred or assigned directly or indirectly, without the express written consent of ZZPARTNERS. Subject to the foregoing, terms and conditions of this Agreements, it shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in the Agreements, express or implied,

is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this the Agreements, except as expressly provided in the Agreements. ZZPARTNERS shall have the right to assign the Agreements without the consent of GREENPAGEREP.

C19.2. Arbitration.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Las Vegas, NV, or whatever city ZZPARTNERS corporate offices are currently located. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law. If arbitration is necessary to enforce or interpret the terms of the Agreements, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

C19.3. Notices.

Any notice required or permitted by the Agreements shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address, facsimile number or electronic mail address as set forth below, or as subsequently modified by written notice.

C19.4. Severability.

If one or more provisions of the Agreements are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreements, (ii) the balance of the Agreements shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreements shall be enforceable in accordance with its terms.

C19.5. Entire Agreement.

This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

C19.6. Advice of Legal Counsel.

Each party acknowledges and represents that, in executing the Agreements, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreements. The Agreements shall not be construed against any party by reason of the drafting or preparation thereof.

C19.7. Voluntary Cancellation of this GREENPAGEREP Agreement.

GREENPAGEREP may cancel their ZZPARTNERS agreement at any time. Any past remaining obligation by GREENPAGEREP will remain in effect and any commission and overrides due to GREENPAGEREP by ZZPARTNERS will be paid in full.

E. DISCLAIMER OF WARRANTIES.

ZZPARTNERS provides ZZPARTNERS advertising module "as is", "with all faults" and "as available.". ZZPARTNERS and our suppliers make no express warranties or guarantees about ZZPARTNERS TO THE EXTENT PERMITTED BY LAW, ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL, OUR VENDORS AND SUPPLIERS DISCLAIM IMPLIED WARRANTIES THAT ZZPARTNERS AND ALL SOFTWARE, CONTENT, ADVERTISING MODULE, AND SERVICES DISTRIBUTED THROUGH ZZPARTNERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT ZZPARTNERS PRODUCTS, SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. ZZPARTNERS DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ZZPARTNERS, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. ZZPARTNERS DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE ZENZUU, ZZPARTNERS, ZENZUU INTERNATIONAL BACK OFFICE, OR CONTENTS, OR ADVERTISEMENT AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A ZZPARTNERS INDEPENDENT MARKETING REPRESENTATIVE, ITS OFFICERS, A ZENZUU MEMBER, A ZENZUU SPEAKER ON ITS LIVE CONFERENCE CALLS OR ON ANY OTHER FORUM, A ZENZUU INDEPENDENT MARKETING REPRESENTATIVE, ITS OFFICERS, SHALL BE CONSTRUED AS OR CREATE A WARRANTY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS CONTRACT CAN NOT CHANGE.

F. LIMITATION OF LIABILITY.

YOUR EXCLUSIVE REMEDY REGARDING ANY ADVERTISING YOU PLACED USING ADVERTISING MODULE PROVIDED BY ZZPARTNERS SHALL BE THE REPLACEMENT OF ANY SUCH ADVERTISING TO THE EQUIVALENT OF PAGE VIEWS AND SPECIFICITIES THAT YOU PAID FOR. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH ZZPARTNERS INCLUDING BUT NOT LIMITED TO ADVERTISING SERVICE PROVIDED, SERVICE OUTSTANDING IS TO DISCONTINUE YOUR USE OF SUCH ZZPARTNERS SERVICE. IN NO EVENT SHALL ZZPARTNERS LIABILITY, OR THE LIABILITY OF ZENZUU, ZENZUU INTERNATIONAL AND OUR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ZZPARTNERS EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID US DURING A ONE-MONTH PERIOD FOR THE SPECIFIC ADVERTISING SERVICE AT ISSUE.

ZZPARTNERS AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON ZZPARTNERS ADVERTISING MODULE AND ITS RELATED MARKETING METHODS AND SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR PARENT AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

G. INDEMNIFICATION.

Upon a request by ZZPARTNERS, you agree to defend, indemnify, and hold harmless ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL, and our shareholders and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of ZZPARTNERS. ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

H. COOPERATE IN LEGAL ACTION TO RECOVER DAMAGES.

Upon a request by ZenZuu, ZZPARTNERS, or ZenZuu International, you agree to cooperate with ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL, and our shareholders and other affiliated companies, and our respective employees, contractors, officers, directors, and agents to prosecute any person(s), entity, and their conspirator for their action to disparage or causing damage to ZenZuu, ZZPARTNERS, ZenZuu International reputation and business, actions that includes: misrepresentation about ZenZuu, ZZPARTNERS, ZenZuu International business practice, including but not limited to represent to the public or any forum statements that is contrary to the fact that IT IS FREE TO BE A ZENZUU SOCIAL NETWORK MEMBER, IT IS FREE TO BECOME A "ZZREP", IT IS FREE TO BECOME A "GREENPAGEREP" . ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL reserve the right, at our own expense, to assume the exclusive defense, prosecution and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses and prosecution.

I. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES.

You agree that the laws of the State of Nevada govern this contract and any claim or dispute that you may have against ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL, without regard to Nevada 's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. *You agree that* Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Las Vegas, NV, or whatever city ZZPARTNERS corporate offices are currently located. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law. If arbitration is necessary to enforce or interpret the terms of the Agreements, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

You further agree that in the event that arbitration is not available by the order of a court, any disputes or claims that you may have against ZZPARTNERS will be resolved by a court located in Clark County, State of Nevada and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST ZZPARTNERS, ZENZUU, ZENZUU INTERNATIONAL BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF NEVADA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF NEVADA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

J. INTERNATIONAL USE.

ZZPARTNERS makes no representation that ITS SERVICE, ADVERTISING MODULE, SOWFARE, THIRD PARTY ZZPARTNERS ADVERTISERS AND NON ADVERTISERS LINKS, AND CONTENT ON ZZPARTNERS, THIRD PARTY ZZPARTNERS ADVERTISERS AND NON ADVERTISERS SITES is appropriate or available for use in locations outside the United States, and accessing any or all of these sites mentioned herein from territories where the Content is illegal is prohibited. If you choose to access ZZPARTNERS, ZZPARTNERS third party advertiser or non advertiser Websites, from a location outside the U.S., be advised that that you are responsible for compliance with local laws.

K. USAGE WITHIN THE UNITED STATES AND ITS TERRITORIES.

ZZPARTNERS makes no representation that ITS SERVICE, ADVERTISING MODULE, SOFTWARE, THIRD PARTY ZZPARTNERS ADVERTISERS AND NON ADVERTISERS LINKS, AND CONTENT ON ZZPARTNERS, THIRD PARTY ZZPARTNERS ADVERTISERS AND NON ADVERTISERS SITES is appropriate or available for use in any location inside the United States, and its territories, and accessing any or all of these sites mentioned herein from any location where the Content is illegal is prohibited. If you choose to access ZZPARTNERS, ZZPARTNERS third party advertiser or non advertiser Websites, from any location within the U.S. and its territories, be advised that that you are responsible for compliance with local laws.

L. NOTICES.

Any notice required or permitted by the Agreements shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address, facsimile number or electronic mail address as set forth below, or as subsequently modified by written notice.

M. SEVERABILITY.

If one or more provisions of the Agreements are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the Agreements, (ii) the balance of the Agreements shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreements shall be enforceable in accordance with its terms.

N. ENTIRE AGREEMENT.

This Agreement is the product of all of the parties to this Agreement mentioned above. All prior representations, negotiations and drafts of the parties with regard to the transactions contemplated herein have been canceled. Any and all other written or oral agreements existing between the parties, including but not limited to representation made from one party, its officers, independent representative to the others, in all forms of communication; in person, in writing, in voice, in video, and any other form of communication hereto regarding such transactions are expressly canceled. This Agreement constitutes the entire agreement between such parties pertaining to the subject matter hereof.

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