

Wire A Cake/HB Bakery Connection® Ambassador User Agreement
Main Website WireACake.com

Please read the agreement below

Welcome to the Wire A Cake/HB Bakery Connection® Operating Agreement ("Agreement"). This Agreement contains the conditions under which you may participate in the Wire A Cake Ambassador Program (the "Program"). If you do not read, understand and agree to all of the terms and conditions of this Agreement, you may not participate in the Program.

Wire A Cake/HB Bakery Connection reserves the right to modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. Any change notice or new agreement will be posted publicly on the Wire A Cake website (as further defined below, "Website"). Modifications may include, for example, changes in the scope of available commission fees, commission fee schedules, payment procedures, Program features, 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 posting of a change notice or new agreement on the Website will constitute binding acceptance of the change.

IF YOU ARE INTERESTED IN BECOMING A WIRE A CAKE AMBASSADOR, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. FAILURE TO COMPLY WITH THE PROGRAM TERMS WILL RESULT IN TERMINATION

IF YOU ARE A RESIDENT OF THE FOLLOWING STATES, YOU ARE NOT ELIGIBLE FOR, AND MAY NOT PARTICIPATE IN, THE PROGRAM. This is because of these states' law definitions for independent contractors

Arkansas

Connecticut

Hawaii

Illinois

New York

Rhode Island

Pennsylvania

1. Agreement.

Ambassador Program. This Agreement provides the terms and conditions under which Wire A Cake makes available the Program by which you may refer potential customers to purchase products on the Wire A Cake (WAC) Website

2. Eligibility and Becoming an Ambassador

2.1 Minimum age to be a WAC Ambassador is 21 and must be a US citizen. WAC Ambassadors acknowledge they are an independent contractor and not an employee, agent or franchisee of, or joint venture with WireACake/HB Bakery Connection®. WAC Ambassadors are solely responsible for all self-employment taxes, income taxes and other filings required by law, and they are not covered by any State Unemployment or the Worker's Compensation Act. WAC Ambassadors will not be treated as an employee with respect to this Agreement for federal, state or

local law tax purposes, or otherwise. And they agree to abide by all federal, state and local laws relating to WireACake/HB Bakery Connection®.

2.2 Contact Information. You must provide us with accurate and complete contact and payment information when you open an Ambassador Account. You must immediately notify us if any of your contact or payment information changes. If you do not provide us with complete, accurate, and updated contact information, you may not be eligible to receive royalties based on your participation in the Program. You will receive an email confirming your account information. If you do not provide full contact emails at registration, you will be contacted within thirty (30) days to update your information. If you fail to do so, your Ambassador Account will be subject to termination.

2.3. Approved WAC Ambassadors are eligible to participate in the Program, however, we reserve the right to close any WAC Ambassador's account at any time for any reason.

2.4 State Residency Restrictions. You may not participate in the Program if you are a resident of Arkansas, Connecticut, Hawaii, Illinois, New York, Rhode Island or Pennsylvania

3. Your WAC Ambassador Website Marketing<

3.1 As a member of the Program, you may provide on your social media sites and or website one or more of the following types of links to WireACake.com

Click to view <http://www.wireacake.com/links.html> Banner & Text Links

We have created a business card template for the standard Avery 10/sheet. Click either format to download and personalize with your information. It all begins with a business card so print yours today and start your success story.

WAC Ambassador Business Card Template, Avery 10/sheet Click Here for PDF Download http://www.wireacake.com/wac_ambassador_biz_cards.pdf

WAC Ambassador Business Card Template, Avery 10/sheet Click Here for DOC http://www.wireacake.com/wac_ambassador_biz_cards.doc Download make sure the View is in Print Layout for the Doc

We will provide you with guidelines and graphical artwork to use in linking to Wireacake.com. To permit accurate tracking, reporting, and royalty accounting, we will provide you with special WAC Ambassador Unique ID to be used in all correspondence between you and WireACake.com. <class="style10" align="left">Your WAC Ambassador Unique ID is to be used on all orders submitted by your customers and must to be entered at checkout in the "Enter Coupon Code" field in order for you to be properly compensated. </class>You will only earn royalties with respect to activity that includes your WAC Ambassador ID entered by your customer in the "Enter Coupon Code" field on the order form. We will not be liable to you with respect to any failure by you or your customer to use the "Enter Coupon Code" field, including to the extent that such failure may result in any reduction of amounts

which would otherwise be paid to you pursuant to this Agreement. You will, however, earn royalties with respect to all product purchases through Wireacake.com that properly include your WAC Ambassador ID

3.2 Additional Restrictions. (a) You may not use any existing or future software products or services that (1) will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the Website user's access, view or usage of, or other aspect of the user's experience at wireacake.com in a manner that causes or otherwise results in a different experience from what was otherwise intended by Wireacake; or (2) will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from WireACake with the result of reducing any compensation or other payment earned by or owing to WireACake. (b) You may not purchase, register, or bid on any keywords, search terms or other identifiers that include the term "wireacake" or variations thereof (for example "wire a cake", "wireacake/HB Bakery Connection", "wireacake.com", "hbbakeryconnection.com" etc.) for use in any search engine, portal, sponsored advertising service or other search or referral service.

If WireACake determines, in its sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to WireACake) withhold any royalties otherwise payable to you under this Agreement and/or terminate this Agreement. If we determine, in our sole discretion, that you are abusing the system, we may (without limiting any other rights or remedies available to us) withdraw your participation and withhold any royalties payable to you through the WAC Ambassador program.

3.3 Responsibility for Social Media Pages and or Website. You will be solely responsible for the development, operation, and maintenance of your pages and for all materials that appear on your sites. For example, you will be solely responsible for:

- The operation of your Social Media Pages and or Website
- Creating and posting any applicable Product descriptions on your Social Media Pages and or Website and linking those descriptions to our ordering pages
- The accuracy and appropriateness of materials posted on your Social Media Pages and or Website
- Ensuring that materials posted on your Social Media Pages and or Website do not violate or infringe upon the rights of any third party
- Ensuring that materials posted on your Social Media Pages and or Website are not libelous or otherwise illegal

4. Customers Purchasing Via the Program.

4.1 Order Processing and Reporting. We will process Product orders placed by customers who include your Unique WAC Ambassador ID. We reserve the right to reject orders that do not comply with any requirements that we may periodically establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms; process payments, cancellations, and returns; and handle Customer service. We will track sales made to Customers who purchase products using your Unique WAC Ambassador ID

WAC will provide you with your unique WAC Ambassador ID that you will issue to all of your customers. It is imperative that you instruct your customer to include this ID in the "Enter coupon code" at checkout in order to credit your royalty account and in addition receive a \$2.00 discount bonus off their order. It is strongly suggested that you instruct your customer to complete separate orders if they are purchasing more than one item so that they receive the \$2.00 savings for each item and you will be properly compensated. WAC will not be responsible for itemizing compensation on multiple items placed as one order or for orders that do not have the WAC Ambassador Unique ID entered.

4.2 Policies and Pricing on the wireacake.com Website. Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those Customers. We may change our rules, policies and operating procedures at any time. For example, we will determine the prices to be charged for any Products sold under this Program in accordance with our pricing policies. Product prices and availability may vary from time to time. Because price changes may affect products that you already have listed on your Social Media Pages and or Website, you may not include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

5. Royalties

5.1 Royalty Fees. We will pay you royalty fees on certain Product sales to third parties. For a Product sale to be eligible to earn a fee, the Customer must include your WAC Ambassador Unique ID in the proper format from your Social Media Pages and or Website, to the wireacake.com website, select and purchase the Product, either on line or via telephone order. Only if all of the above circumstances are met will you be eligible for a fee to be paid. Products that are eligible for earning fees in the WAC Ambassador Program may change at any time with no notice to the Cake Ambassadors.

5.2 Royalty Fee Schedule. You will earn royalty fees based on "Net Qualifying Revenues" according to royalty fee schedules established by us which as of today's date are as set forth below. "Qualifying Revenues" are base price revenues derived by us from our sale on our site of cakes, cookies or pies. We pay quarterly royalties as follows: \$3.00/cookies, \$4.00/pie & \$5.00/cake. Net Qualifying Revenues may only be generated from the wireacake.com ordering pages portion of the Website. If we determine, in our sole discretion, that you are in violation of any rule of this WAC Ambassador Program or of abusing the system in the manner as determined in our sole discretion, we may (without limiting any other rights or remedies available to us) withdraw your participation and withhold any royalty fees payable to you.

5.3 Royalty Fee Payment. We will pay you royalty fees earned on a quarterly basis. Within thirty(30) days following the end of each calendar month, we will send you a check for the applicable royalty fees earned on Net Qualifying Revenue generated during the applicable quarter. Payments will be sent via US check within thirty(30) days following the end of each quarter regardless of the amount. Quarter dates are

March 31, June 30, September 30 and December 31. You are solely responsible for all self-employment taxes, income taxes and other filings required by federal and state law, and you are not covered by any State Unemployment or the Worker's Compensation Act. If a Product that generated a royalty fee is cancelled by the Customer, we will deduct the corresponding royalty fee from your next quarterly payment. If there is no subsequent payment, we will send you a bill for the royalty fee.

6. Identifying Yourself As A WAC Ambassador.

6.1 All other Communications. You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. You may not misrepresent the nature of your or any other participant's participation in the Program, and doing so may result in suspension or termination from the Program. In all promotions, you must clearly represent yourself and your Social Media Pages and or Website as entities independent from WireACake, and you may not indicate in any way that we are "partners" or otherwise engaged in any business together other than the Program. In addition, you may not, in any manner, misrepresent or embellish the relationship between us, or express or imply any relationship or affiliation between WireACake and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse or contribute money to any charity or other cause). c) General promotional guidelines and laws. We reserve the right at our sole discretion to modify the foregoing rules at any time. We reserve the right to take action against any person or entity that does not conform to these rules or any laws related to advertising or marketing on the Internet that may now exist or later arise.

7. Limited Licenses.

7.1 WireACake License to You of Logo and Links. We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 3.2(b) and such other images for which we grant express written permission, solely for the purpose of identifying your Social Media Pages and or Website as a Program participant and to assist in generating sales of Products. You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice. In addition, we grant you a nonexclusive, worldwide right to reproduce and use all graphic images and other materials provided to you, solely for the purpose of your participation in the WAC Ambassador Program. These product images cannot be used in any form other than the form provided by us.

a. Ownership of And Use Rights to Your Images. You must have all necessary approvals and consents necessary for the use of the Images, and you must deliver copies of those approvals and consents to WireACake. In all events, you, and not WireACake, will be responsible for the payment of all royalties or similar payments that are or may become due to any third party, such as all payments under licenses for third-party material in the Images, in connection with the use of Images under this Program.

8. Fraud. You may not participate in any scheme that would be deemed fraud, credit card fraud or an attempt to purchase Products from WireACake with an intent to defraud, nor may you assist any third parties in doing so, whether successful in such efforts or not.

9. Indemnification.

As you are bound by the Terms of Service in participating in the Program, you agree to indemnify, defend and hold harmless WireACake for any claim arising out of, relating to, or concerning your alleged breach of this Agreement, the Terms of Service in participating in the Program or any other agreement you may have with us. You also agree that covered claims under this indemnity obligation shall include (a) any claim that our use of any images provided via your Website infringes on any trademark, trade name, service mark, copyright, license, right of publicity, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (c) any claim related to your Social Media Pages and or Website, including, without limitation, content therein not attributable to WireACake.

10. Term and Termination.

10.1 Term. The "Term" of this Agreement will begin upon your acceptance of the terms and conditions set forth in this Agreement and your placement of our banner or textual link on your Social Media Pages and or Website and will end when terminated by either party.

10.2 Termination. In its sole discretion, with or without notice to you, WireACake may terminate your participation in the Program, and terminate your WAC Ambassador Account.

10.3 Your Termination. You may terminate your WAC Ambassador Account for any reason at any time by emailing <mailto:customerservice@wireacake.com>

10.4 Effect of Termination. You can only earn royalties on sales of Qualifying Products occurring during the Term, and royalties earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Social Media Pages and or Website, all links to the wireacake.com, product images from our database, and all WireACake trademarks, trade dress and logos, and all other materials provided by or on behalf of WireACake to you pursuant hereto or in connection with the Program.