

Version: v1.0, Modified February 28, 2008

1. PAYMENT

University of Student Savings will pay Referrer up to \$100 per business referred that is signed on by a University of Student Savings employee. Once referrer has collected \$500 from University of Student Savings, referrer must submit a tax ID to University of Student Savings before they are eligible to receive \$600. Once \$600 is paid to a referrer in a given year, University of Student Savings is required by law to send referrer a 1099 for tax purposes.

2. INDEMNITY

Referrer shall defend, indemnify, and hold harmless University of Student Savings, Service Providers, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from Referrer's or any User's breach of the warranties or obligations under this Agreement. University of Student Savings shall notify Referrer of any such claim, suit, or proceeding and shall cooperate with Referrer in defending any such claim, suit or proceeding at Referrer's expense.

3. MISCELLANEOUS

3.1 Independent Contractor. University of Student Savings and Referrer are independent contractors and nothing in this Agreement shall create or imply any agency relationship between the parties, nor shall the Agreement be deemed to constitute a joint venture or partnership between the parties. Neither party shall have authority to bind or otherwise obligate the other in any manner whatsoever.

3.2 Force Majeure. University of Student Savings shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, power failure, hardware failure, acts of God, or acts in compliance with any law or government regulation.

3.3 Governing Law and Forum. This Agreement is governed by the internal substantive laws of the state of New York, without respect to its conflict of laws principles. Jurisdiction of all claims relating to this Agreement shall lie exclusively with the state or federal courts in Rochester, New York, and both parties hereby consent to the exclusive personal jurisdiction of such courts if there is a dispute regarding this Agreement.

3.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.5 Assignment. Referrer may not assign or delegate any of its rights or obligations under this Agreement without the written consent of University of Student Savings. University of Student Savings may assign or delegate any of its rights or obligations under this Agreement without the written consent of Referrer. University of Student Savings may subcontract any or all of its obligations under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

3.6 Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if in writing, delivered by electronic mail, by hand, by courier, by confirmed facsimile or sent by registered or certified mail, postage and fees prepaid. Notices to Referrer shall be sent to the Administrative Contact set forth in the Business Services Agreement and notices to University of Student Savings shall be sent to the address set forth above, to the attention of President, or at such other addresses as may be furnished in writing to the notifying party.

3.7 Waiver. The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party.

3.8 Severability. In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder are held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

3.9 Paragraph Headings. The paragraph headings contained herein are for reference only and shall not be considered as substantive parts of this Agreement.

3.10 Compliance with Law. Both parties shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement.

3.11 Entire Agreement. This Agreement, including the Business Services Agreement and the University of Student Savings Terms of Service available at www.uofss.com (as such Terms of Service may be amended from time to time), contains the entire and only understanding between the parties and supersedes all prior agreements, either written or oral, relating to the subject matter hereof. Except as expressly provided herein, no modifications or waivers of this Agreement shall be binding on either party unless made in a writing that specifically references this Agreement and is signed by persons authorized to sign agreements on behalf of Referrer and University of Student Savings. This Agreement may be signed by the parties in separate counterparts which will together constitute one and the same Agreement. Signatures transmitted via facsimile shall be valid and binding as originals.

University of Student Savings