

Affiliate Agreement

This Agreement contains the complete terms and conditions for joining the constructionplace.com Affiliate Program. This Agreement will become effective upon Constructionplace.com's acceptance of Affiliate's completed Affiliate Program Application (the "Effective Date"). Constructionplace.com reserves the right to accept or reject Affiliate's application solely in Constructionplace.com's discretion.

1. Linking from Constructionplace.com to Affiliate's Web Site or Web Page. Prior to entering into this agreement Affiliate shall get listed as a Qualified Professional on Constructionplace.com. Affiliate has the option of posting its' URL and/or contact e-mail address at that time. Cross-linking opportunities are available to Affiliates upon written request to Constructionplace.com. Constructionplace.com reserves the right to accept or reject the crossing request at its' sole discretion.

2. Payments of Fees from Affiliate to Constructionplace.com:

a. Affiliate will pay a one time Fee to constructionplace.com (see schedule below) for each bona fide contract with a referral party who has been connected by constructionplace.com.

Gross Contract Amount	Fee to constructionplace.com
\$5,000 and less	5% but not less than \$200.00
\$5,001 to \$500,000	1% but not less than \$250.00
\$500,001 to \$1,000,000	.75% but not less than \$5,000.00
\$1,000,001 to \$10,000,000	.50% but not less than \$7,500.00
Over \$10,000,000	.25% but not less than \$50,000.00

b. Payment of the minimum Fee shall be paid to Constructionplace.com within ten (10) business days of (1) Affiliate receiving a purchase order from a referral party, or (2) Affiliate entering into a contract with a referral party. The minimum payment fee and remaining fees shall be paid via credit card using Constructionplace.com's payment gateway. A payment gateway link will be e-mailed from Constructionplace.com to Affiliate.

c. With each payment, Affiliate will provide constructionplace.com with a report indicating the payment amount received from the referring party and the corresponding fee due Constructionplace.com pursuant to the above fee schedule.

d. Audit Rights. Constructionplace.com will have the right during the term of this Agreement, to direct an independent certified public accounting firm to inspect and audit all of the accounting and sales books and records of Affiliate that are relevant to verifying the accuracy of the Fees, provided that: (a) any such inspection and audit will be conducted during regular business hours in such a manner as not to interfere with normal business activities; (b) in no event will audits be made hereunder more frequently than once each calendar year; (c) if any audit should disclose an underpayment, Affiliate will pay such amount to constructionplace.com within thirty (30) days from notice thereof; and (d) if the audit shows that constructionplace.com has been underpaid by 3% or more, then the costs of the audit shall be borne by Affiliate, but if the audit shows that constructionplace.com has been overpaid or has been underpaid by less than 3%, then the costs of the audit shall be borne by constructionplace.com.

3. Compliance with Applicable Laws. Affiliate is solely responsible for the accuracy and appropriateness of all content between Affiliate and client. Constructionplace.com disclaims all liability for these matters.

4. Press Releases and Other Publicity. Affiliate may not create, publish, distribute, or permit any written or electronically transmitted publicity material (including without limitation, advertisements and press releases) that makes reference to the other party, or the other party's Web Site without first submitting the material to Constructionplace.com and receiving its consent in writing (such consent not to be unreasonably withheld).

5. Modifications. Constructionplace.com may modify any of the terms and conditions in this Agreement, at any time in its sole discretion. However, such modifications will not affect any Agreements already in effect. Modifications may include, but are not limited to, changes in the scope of Fees, payment procedures, and Constructionplace.com's Affiliate Program rules. If any modification is unacceptable to Affiliate, Affiliate shall have the right to terminate this Agreement.

6. Terms and Termination. The term of this Agreement will begin on the Effective Date and will end when terminated by either party. Either Constructionplace.com or Affiliate may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and Affiliate will immediately cease use of, and remove from Affiliate's site, all links to the Constructionplace.com site, and all Constructionplace.com trademarks and logos, and all other materials provided in connection with this Agreement.

7. Grant of Licenses

a. Subject to the terms of this agreement, affiliate has the nonexclusive, nontransferable and non-sub licensable right to use and display Constructionplace.com trademarks and service marks, only to refer specifically to Constructionplace.com services and products in connection with the Links and only in the form, which Constructionplace.com provides affiliate for such limited purposes. Such referential usage must be truthful, fair and not misleading or disparaging. Constructionplace.com trademarks, service marks and logos must not be incorporated into affiliates own product names, trademarks, service names, logos or company names.

b. Affiliate grants to Constructionplace.com a non-exclusive, non-transferable, revocable right to utilize Affiliate's name, title, and logo in the advertising, marketing, promoting, and publicizing, in any manner, of Constructionplace.com's rights under this Agreement. Constructionplace.com is not under any obligation to so advertise, market, promote, or publicize.

c. Each party agrees not to use the other's proprietary materials or intellectual property in any manner that is disparaging or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials and intellectual property covered by this license. Other than the license granted I this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

8. Representations, Warranties and Covenants. Affiliate represent and warrant that 1) It has full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement, without the approval or consent of any other party; 2) It has sufficient right, title, and interest in and to the rights granted to Constructionplace.com in this Agreement; 3) That material posted on its Site does not violate or infringe upon the rights of any third party and all applicable copyright and other laws that pertain to it; and 4) It shall not make any representations or warranties regarding the services provided by Constructionplace.com that are disparaging or that otherwise portray Constructionplace.com in a negative light.

9. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Constructionplace.com and its employees, directors, representatives, agents, and affiliates, against and all claims, loss, suits, actions, or other proceedings brought against Constructionplace.com based on or arising from any claim resulting from Affiliate's breach of this agreement or actions by Affiliate resulting in any claim, suit, action, or proceeding by any third party of Affiliate.

10. Confidentiality. In connection with the activities contemplated by this Agreement, each party may be permitted at the discretion of the other access to confidential and proprietary technical or business information of the other party. Each party will take reasonable precautions to protect the confidentiality of each of the other party's Confidential Information, which precautions will be at least equivalent to those taken by such party to protect its own Confidential information. Except as required by law or as necessary to perform under this Agreement, no party will knowingly disclose the Confidential Information of any other party or use such Confidential Information for its own benefit or for the benefit of any third party. Upon the termination or expiration of this Agreement, each party shall return upon the other's request or otherwise destroy all Confidential Information of the other party in its possession.

11. Copyrights and Disclaimer. All copyright, disclaimer or warrantee and trademark information displayed on the constructionplace.com web site are included herein and by this reference are made a part hereof.

12. Miscellaneous

a. Entire Agreement. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. All exhibits attached to this Agreement are incorporated hereby and shall be treated as if set forth herein.

b. Relationship of Parties. Each party shall be determined to be independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint

venture, employment, agency, fiduciary, or other similar relationship. Constructionplace.com shall be responsible for all taxes due on Fees or other payments paid to Constructionplace.com under this Agreement.

c. Assignment. Affiliate may not assign its rights or obligations under this Agreement to any party.

d. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the conflicts of laws, rules and principles thereof.

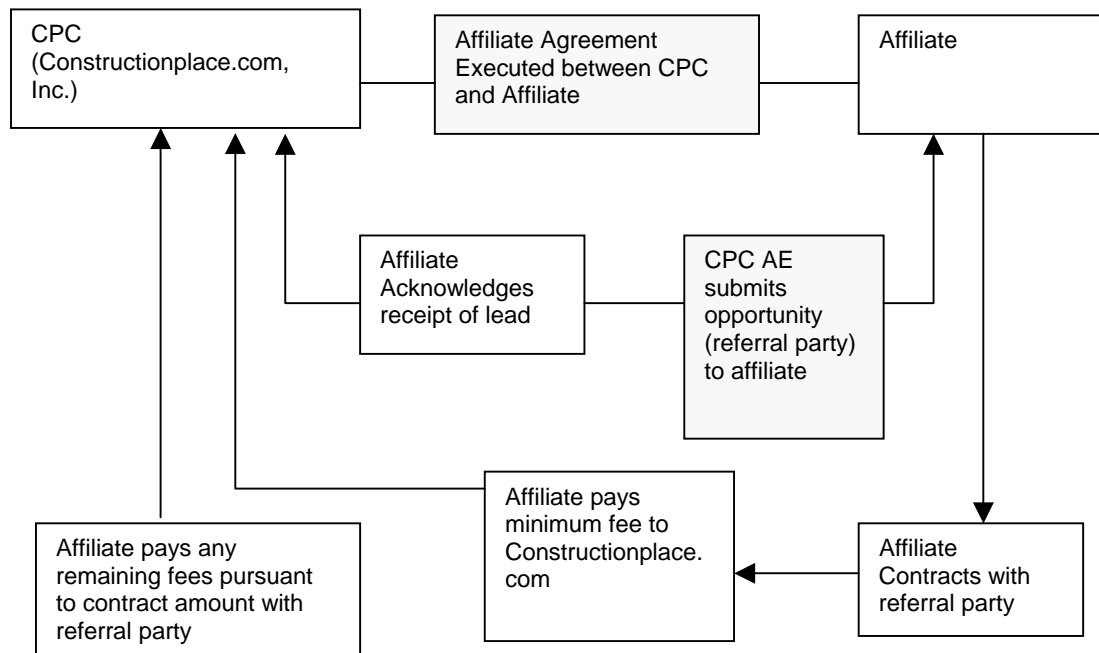
e. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the Parties is effectuated, and the remainder of this agreement shall have full force and effect.

Exhibit A Definitions

Definitions. As used in this Agreement, the terms set forth below shall have the following meanings:

1. "Affiliate Site" Means the Internet Site operated by the Affiliate.
2. "Constructionplace.com Site" means the Internet Site operated by Constructionplace.com located at <http://www.constructionplace.com>.
3. "Affiliate" Means a user that registers as a Constructionplace.com Affiliate for the purpose of getting business leads or other discounted services offered at Constructionplace.com.
4. "Referral Party" Means a third party who has been referred to an Affiliate by Constructionplace.com for the purpose of doing business together.
5. "Fee" means fees paid by Affiliate to constructionplace.com for each bona fide contract between the Affiliate a referral party.

Affiliate Program Flow Diagram



Affiliate Notification

Date:

Sent Via:

E-mail

Fax

US Mail Address

To: Affiliate Name

From: Constructionplace.com, Inc.

Here is a proposed project opportunity:

Affiliate Acknowledgement

Date:

Sent Via:

E-mail

Fax

US Mail Address

To: Constructionplace.com, Inc.

From: Affiliate

Contract Signed Contract Amount \$

No Action Taken

Pending

Contract Completed Final Contract Amount \$

We received final payment from client on