

OFF DAY TRAINER AMBASSADOR AGREEMENT

This Off Day Trainer Ambassador Agreement (the "Ambassador Agreement") is between the applicable Ambassador ("you" or "Ambassador"), and SpendSmart Networks, Inc. d/b/a Off Day Trainer (hereinafter "Off Day Trainer" or "ODT"). If you are agreeing to this Ambassador Agreement not as an individual but on behalf of your company, then "Ambassador" or "you" means your company, and you are binding your company to this Ambassador Agreement.

This Ambassador Agreement is a separate agreement from the agreement that ODT has with its customers (hereinafter "Trainers") which can be found at www.offdaytrainer.com ("Trainer Terms of Service Agreement"). For convenience and consistency, however, the definitions of certain terms related to ODT Services will be the same as those in the Trainer Terms of Service Agreement. The ODT Services which are subject to this agreement include the Trainer Dashboard, ODT Content and SMS messaging services (collectively hereafter "Services" or "ODT Services").

1. **Services for Promotion.** You may promote the ODT Service by following the directions set forth herein. Upon entering this Ambassador Agreement you will be provided with a unique Off Day Trainer registration URL for the prospective Trainers to utilize in registering for the ODT Service.
2. **Limited Right to Promote.** Subject to this Ambassador Agreement, we grant you a one-time, non-exclusive, non-transferable right to promote the ODT Service via the unique ODT registration URL only. You may not place your unique registration URL in unsolicited email, text messages or other types of spam, link farms, counters, chatrooms, or guestbooks.
3. **Enforcement of Trainer Terms of Service Agreement.** All use of the ODT Service by a Trainer is subject to the Trainer Terms of Service Agreement, and you may not purport to impose any other terms pertaining to their use of the ODT Service. All pricing and charges related to the use of the ODT Service by a Trainer are set forth in the Trainer Registration Process, and you may not impose, change or waive any terms pertaining to their use of the Service.
4. **Identification as Ambassador.** Subject to this Ambassador Agreement, you are permitted to identify yourself as an "Off Day Trainer Ambassador" solely in connection with your promotion of the Service. You may not use any ODT trademark, logo or service mark ("ODT Marks") except as permitted by ODT. All goodwill arising from your use of ODT Marks inures to the benefit of ODT. You explicitly agree not to adopt or use in any manner any trademarks, service marks, tradenames, and/or URLs (aside from the unique URL assigned to you) that are the same or confusingly similar to, or are combined with, those of ODT.
5. **Fees.** ODT will pay you twenty-percent (20%) of the monthly Trainer fees collected from Trainers who complete the registration for the ODT Service via your unique registration URL. Subject to the minimum fee set forth below, you will be paid monthly via check for monies collected the previous month from referred Trainers, which check shall be mailed to the address you provide herein. Payments are based upon fees collected for the basic ODT Service only and will not include monies collected from referred Trainers for other services or products offered by ODT or third parties. The minimum monthly fee or accumulated monthly fees necessary to trigger a payment is \$50.00.
7. **No Use Rights; ODT Reserved Rights.** Only registered Trainers may use the ODT Services. You are not permitted to use the ODT Service promoted under this Ambassador Agreement for your own benefit unless you are registered as a Trainer. To the extent that you nevertheless gain any access to the ODT Service, all license restrictions in the Trainer Terms of Service Agreement apply to you. Notwithstanding anything to the contrary contained in this Ambassador Agreement, except for the limited promotion right in Section 2 above, ODT and its suppliers and licensors have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all services, products, content, service descriptions, documentation, and underlying technology ("ODT Technology"), and all copies, modifications and derivative works thereof. You acknowledge that you are obtaining only a limited right to promote the Service and that no ownership rights are being conveyed to you under this Ambassador Agreement or otherwise.
8. **End User Relationships; Business Practices.** You agree not to represent yourself as an agent or employee of ODT and agree that ODT will have primary control over any communication with a prospective Trainer regarding the Service. You will not make any representations regarding ODT, on ODT's behalf, or about any of its services or products. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to ODT or its Service and agree to comply with all applicable federal, state and local laws and regulations while operating under this Ambassador Agreement.
9. **Data.** You understand that all personally identifiable information, if any, provided by Trainers and their clients through the ODT Service even if generated by your unique URL is the sole and exclusive property of ODT and/or the referred Trainer, and is considered ODT's Confidential Information pursuant to this Agreement.

10. Indemnity. You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your promotion of the ODT Service. You will indemnify, hold harmless and (at ODT's option) defend ODT from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which ODT becomes liable arising from or relating to: (a) any breach or alleged breach by you of any term of this Ambassador Agreement, (b) the issuance by you of any warranty or representation regarding ODT or its products or services not specified in the Trainer Terms of Service Agreement, or (c) any of your other acts or omissions in connection with the marketing or resale of the services under this Ambassador Agreement.

11. Assignment. You may not assign this Agreement or your unique registration URL without the prior express written permission of ODT.

12. Termination.

12.1. Termination. We may terminate this Ambassador Agreement if you breach any provision in this Agreement. In addition, either party may terminate this Ambassador Agreement for any reason or no reason upon thirty (30) days' written notice to the other party. ODT may also terminate this Ambassador Agreement immediately upon notice to you if (a) it ceases to offer the current Ambassador program, or (b) it reasonably believes that continuing hereunder could result in business or legal liability for ODT or otherwise harm ODT or its Trainers.

12.2. Effect of Termination. You expressly agree that ODT will have no obligation or liability to you resulting from termination or expiration of this Ambassador Agreement in accordance with its terms. Upon termination of this Ambassador Agreement: (a) you must immediately cease utilizing the unique registration URL and identifying yourself as an ODT Ambassador and using ODT Marks in connection, (b) you must destroy all Confidential Information in your possession, and (c) assuming your referred Trainers continue to be registered and pay for the Service, ODT will pay you the applicable fees set forth herein for one (1) year with respect to referred Trainer registrations completed prior to termination.

13. Confidentiality. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any ODT Technology and any performance information relating to the Service shall be deemed Confidential Information of ODT without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

14. DISCLAIMER OF WARRANTIES. We make NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a AMBASSADOR, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE UNIQUE REGISTRATION URL, THE ODT WEBSITE, SOFTWARE, SMS SERVICES, OR THE CORRECTNESS OR ACCURACY OF ANY INFORMATION, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU.

15. LIMITATION OF LIABILITY/WAIVER OF CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT ALLOWED BY LAW, ODT SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the internal laws of the State of California, without giving effect to principles of conflict of laws. You hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state or federal courts sitting in or serving San Luis Obispo County, California to resolve any disputes arising under this Agreement.

17. General. This Ambassador Agreement is the entire agreement between you and ODT relating to promotion of the ODT

Service as described in this Ambassador Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter covered by this Ambassador Agreement. If any provision of this Ambassador Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Ambassador Agreement may not be modified or amended except as with the written agreement of ODT. The parties are independent contractors. This Ambassador Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association or agency that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.