

MAHENDRA INC. Inc.
AFFILIATE, REPRESENTATIVE
SALES AND MARKETING AGREEMENT FOR

This AGREEMENT ("the agreement") is made as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between MAHENDRA INC. Inc., a corporation ("MAHENDRA INC.") and ([REDACTED]) having a business at [REDACTED].

WHEREAS Affiliate wishes to include certain materials promoting Company, and to include a link to Company's website within those materials on Affiliate's website;

NOW THEREFORE, in consideration of the mutual promises, covenant, warranties, and other good and valuable consideration set herein, the Parties agree as follows:

1. Appointment:

MAHENDRA INC. hereby appoints ([REDACTED]) as its Representative under affiliate program to the marketing, and sale of MAHENDRA INC. products (the "Products") and services ("Services"), and ([REDACTED]) hereby accepts such appointment. This appointment shall not exclude MAHENDRA INC. from maintaining its current website or marketing activities in North America. The personal consultations services of MAHENDRA INC. shall not be a part of this Agreement notwithstanding that those services which are advertised on the website.

2. Term:

This Agreement shall commence on ([REDACTED]) unless sooner terminated by mutual written consent or in accordance with this Agreement, shall have an initial term ending December 31, 2015. The initial term shall be automatically extended for additional terms of one year at each year end, unless either party otherwise notifies the other party in writing of its desire to terminate this agreement at least 30 days prior to the end of the year, or unless sooner terminated by mutual written consent, or in accordance with this Agreement.

3. Options on Default:

Notwithstanding No. 2 above this Agreement may be terminated by MAHENDRA INC. or (_____) upon thirty (30) days written notice following either party's' material breach of any provisions of this Agreement and failure to remedy such breach within thirty (30) days after written notice thereof. A material breach includes, but is not limited to the following:

- 3.1 Failure to perform the duties and obligations as set forth herein including any misrepresentation of MAHENDRA INC.'s Products or prices.
- 3.2 Failure to submit timely reports and payments as provided herein.
- 3.3 If either party: (i) files a petition in bankruptcy (ii) is adjudicated as bankrupt or insolvent (iii) makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law or, discontinues all or a significant portion of its business (iv) has a receiver is appointed for its business.
- 3.4 Either party breaches any of the conditions or provisions of this Agreement and fails to cure within thirty (30) days after receiving written notice from the other
- 3.5 The termination shall not effect any obligation between the parties, including payment of commissions or other consideration due which was accrued prior to the effective date of the termination.

4. Duties and Obligations.

- 4.1 Devote its best efforts to the promotion of MAHENDRA INC.'s interests and the, sale and/or marketing of its Products or Services to customers;

- 4.2 Develop marketing and sales materials appropriate for use globally, including modification of MAHENDRA INC.'s sales and marketing materials subject to MAHENDRA INC.'s approval of such materials;
- 4.3 Solicit orders for Products and Services from third parties on behalf of MAHENDRA INC. at the prices furnished to (_____) by MAHENDRA INC. and on the standard terms and conditions of quotation or sale specified by MAHENDRA INC.; and
- 4.4 Abide by MAHENDRA INC. reasonable policies as communicated in writing to (_____) by MAHENDRA INC. and communicate such policies to the Customers.
- 4.5 Immediately implement MAHENDRA INC.'s changes any pricing or terms and conditions for its products and services.
- 4.6 Affiliates website does not contain any materials that are:
- i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent images; or
 - iv. Solicitous of any unlawful behavior
- 4.7 Affiliate must have obtained all necessary licenses, clearances, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, not does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
5. MAHENDRA INC.'s Duties and Obligations:

MAHENDRA INC. shall provide Customers with the Products and Services advertised and satisfy all Customer orders. MAHENDRA INC. shall bear responsibility for collection of all Customer payments.

6 Customer Database and Reports:

(_____) will develop and maintain in conjunction with MAHENDRA INC. a database of information on Customers and potential customers. The database shall at all times be the property of MAHENDRA INC. (_____) will provide MAHENDRA INC. with a copy of the database at the end of each quarter and upon the request of MAHENDRA INC. Upon termination of this Agreement, (_____) will deliver all copies of the database to MAHENDRA INC. (_____) shall have no right to use, sell, transfer or disclose to any third party the database without the express permission of MAHENDRA INC. and the database shall for all purposes be deemed a trade secret of MAHENDRA INC.

7. Customer Quotes.

(_____) may provide quotes for the Products at prices no less than MAHENDRA INC.'s then-current prices and on MAHENDRA INC.'s standard terms and conditions. Any proposal at other prices or terms and conditions must be approved in advance by MAHENDRA INC. MAHENDRA INC. will provide (_____) with copies of its price lists.

8. Representative Sales and Marketing:

8.1 (_____) may retain sales and marketing representatives for the marketing and sales of Products so long as such representatives are bound by the terms and conditions of this Agreement. MAHENDRA INC. shall not have any obligation to such

representatives whose payment and the liability for which shall be exclusively (_____).

8.2 Customers originating, and subscribing to services and products through the "Representative OR affiliations link Website" shall entitle to compensation regardless of their geographic location. No other orders for services and products other than through the Representative Website shall result in a commission including Customers originating as the result of a direct inquiry to MAHENDRA INC.'s website are hereby excluded from this agreement.

9. Order, Sale, Price and Payment Terms:

9.1 All sales of Products by shall be at prices and upon terms established by MAHENDRA INC. and MAHENDRA INC. shall have the right, from time to time in its sole discretion and without notice, to establish, modify and amend such prices and other terms and conditions of sale.

9.2 All orders for and offers to purchase Products shall be accepted by MAHENDRA INC. so long as the orders comply with the process and terms and conditions then existing as established by MAHENDRA INC.

9.3 MAHENDRA INC. shall invoice all Customers directly through the MAHENDRA INC. websites. All payments due from Customers shall be made directly to MAHENDRA INC.

9.4 All discounts, rebates and special offers offered by on a promotional basis shall be deducted directly from commission's payable by MAHENDRA INC.

10. Commissions and other Compensation:

MAHENDRA INC. shall pay to (_____) as compensation for its services during the term of this Agreement, a commission of Fifteen (15%) percent of the net purchase price (after transaction processing fees and web maintenance expenses) received by MAHENDRA INC. from each customer, originating through

the (_____) Website, for the "Weekly Newsletter, "Daily Flash News", "Daily Stock Market Report", and "Monthly Uranium Stock Letter" (the "Product or Services"). The commissions shall apply for new or renewal purchases on or after January 1, 2015 and those who were not customers of MAHENDRA INC. prior to January 1, 2015 ("New or Renewal Customer"). Returns, cancellations and refunds shall be deducted from the calculation for commissions on a quarterly basis. The commission for the sale of the annual book of "Financial Predictions" originated from the Representative Website shall be twelve percent (15%). Payment of commissions shall be made by MAHENDRA INC. to (_____) on or before the 7th day of the month following each calendar quarter beginning March 31, 2015. At the time of payment, MAHENDRA INC. shall furnish (_____) with an itemized statement setting forth the computation of commissions.

- 10.1 In the event of termination of this Agreement for any reason, except as set forth in this Section, MAHENDRA INC. shall be obligated to pay (_____)' commissions with respect to sales of Products and Services accepted by MAHENDRA INC. prior to termination of this Agreement for which any New or Renewal Customer has paid MAHENDRA INC. as follows:
- (i) For the first two years after termination, fifteen percent (15%) all Renewals;
 - (ii) All commissions due (_____) shall be calculated net of Transaction Processing Fees.

11. Independent Contractor Status:
(_____) understand and agrees that it is an independent contractor and not an employee of MAHENDRA INC. and that (_____) is responsible for payment of all Federal and State income taxes (including estimated taxes), all FICA taxes, disability insurance taxes, unemployment insurance taxes and any and all other taxes imposed upon (_____) or on account of the services performed by (_____). agrees to hold harmless and indemnify MAHENDRA INC. from and against any and all loss, liability or expense including reasonable attorney's fees on account of (_____) failure

to pay such taxes or to comply with applicable Federal or State laws or regulations related thereto. MAHENDRA INC. shall not be liable to () for any expenses incurred by () except as agreed in writing and required by law. () further understands that MAHENDRA INC. does not and shall not provide any Workers' Compensation coverage, nor shall MAHENDRA INC. be responsible except as otherwise set forth herein for any expenses or damages sustained by () as a result of the services performed. () shall maintain automobile and general liability insurance at all times during the terms of this Agreement. It is expressly agreed that () has no authority to assume or create any obligation or make any representation, guarantee or warranty on MAHENDRA INC.'s behalf with respect to the Products or Services, or otherwise.

12. Dispute Resolution:

Any controversy or claim arising out of, or relating to this Agreement, or the making, performance, or interpretation of it, shall be settled under California law, with venue in Santa Barbara California.

13. Limitation of Use:

() acknowledges that all materials, developed by MAHENDRA INC. for the purposes of implementing the Products are the exclusive property of MAHENDRA INC. () agrees not to copy, sell, distribute, disseminate or utilize the Products except as set forth in this Agreement. In the event () directly or indirectly breaches, violates this paragraph by its utilization of the Products, () acknowledges and agrees that each such breach will cause immediate and irreparable harm to MAHENDRA INC. in a manner that cannot be measured nor adequately compensated in damages. Notwithstanding the terms of paragraph , () further agrees that in the event of any such breach and in addition to any and all other remedies that it may have at law or in equity, MAHENDRA INC. shall be entitled to temporary, preliminary and permanent injunctive relief to restrain such breach. Nothing contained in this paragraph shall restrict or limit in any manner MAHENDRA INC.'s right to seek and obtain

any form of relief, legal or equitable, in an action brought to enforce its rights hereunder.

IN WITNESS WHEREOF, the undersigned has executed this Sales and Marketing Representative Agreement as of the date first above written.

SIGNATURE PAGE FOLLOWS:

SIGNATURE PAGE

MAHENDRA INC. Inc.

By: _____

Name/Title: MAHENDRA INC.

Sharma/President

Date: _____

(_____)

By: _____

Name/Title:

Date: _____