

LONDON MEDICAL CONFERENCE LTD

AFFILIATE AGREEMENT

THIS AGREEMENT (the "Agreement") provides the Terms and Conditions of the relationship between:

You (the Affiliate) & **London Medical Conference Ltd** (the company)

WHEREAS you desire to participate in the Program, as evidenced by your application, which application the Company may approve or disapprove, is in its sole discretion.

THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1 DEFINITIONS.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

(a) "**Completed Transaction**" means the goods or services of the Company ordered by a Customer have been delivered, the return period has expired, and thirty (**30**) days has elapsed since the goods or services were paid for in full.

(b) "**Customer**" means any person or party who purchases goods or services on the Site after connecting to the Site from the Affiliate Site.

(c) "**Links**" means the banner, buttons, coding or other manner by which a Customer is referred from one site to the Site for the purpose of promoting the sale of goods or services on the Site. The Links are prepared so as to track Customers who are directed from the Affiliate Site to the Site and make a purchase which results in a Completed Transaction.

(d) "**Net Sale Price**" means the total received in British Pounds (after conversion from non-pound currency to British Pounds, if necessary) from the Customer less (i) any tax collected by the Company for or on behalf of any governmental or taxing authority (such as a sales tax or VAT), (ii) shipping and handling charges; (iii) restocking fees; (iv) credit card or other charges attributable to the payment method used by the Customer; (v) currency conversion fees or (vi) discounts, credit or allowances granted by the Company in its sole and absolute discretion.

2 AFFILIATE SITE AND CONTENT.

You have sole and exclusive responsibility and liability for the development, operation, maintenance and all materials and content that appear on the Affiliate Site. You shall operate and maintain the Affiliate Site in accordance with all applicable Laws, Rules and Regulations.

In consideration of the Fees: you agree to place one or more of the Links on the Affiliate Site in accordance with the Terms and Conditions of this Agreement.

We reserve the right to monitor the Affiliate Site to determine if you are in compliance with this Agreement.

The Company is not responsible to pay any Fees in the event you do not use the Links provided to you by the Company without modification OR you do not properly install those Links, meaning the traffic will not be properly tracked to reflect that a Customer came from the Affiliate Site.

3 COMPENSATION FOR YOUR REFERRED TRAFFIC.

Subject to your proper installation and use of the Links, you will be compensated based upon the Net Sale Price from Completed Transactions. Your compensation (the "Fee") shall be in accordance with the attached Schedule of Fees.

The Fee will be offset with respect to each Completed Transaction for which (a) the Company issues discounts, credits or allowances, or (b) there is , chargeback issued against the Company for any payment previously credited to the Company.

The Company, in its sole and absolute discretion, reserves the right to refuse an attempted purchase by any person. You shall have no claim to any Fee based on the Company's decision not to complete any transaction with any person who accesses the Site through a Link on the Affiliate Site.

The commission for completed transactions shall be payable to you in sixty (60) days.

You will not be compensated if the customer cancels his/her order.

All Fees are payable in British Pounds.

Notwithstanding the foregoing: if and to the extent you are required to file or provide certain documentation for tax and other governmental purposes, payment of the Fees may be suspended pending completion of such documentation.

4 FULFILMENT AND CUSTOMER INFORMATION.

The Company is solely responsible for processing and fulfilment of all orders of goods and services on the Site, which shall be governed by the terms and conditions established by the Company in its sole and absolute discretion. All information about such orders and the Customers are the sole and exclusive property of the Company.

Additionally, you agree that the Company may collect, process and sell certain information about you.

The Company is not responsible to pay any Fees in the event you do not use the Links provided by the Company without modification OR you do not properly install those Links, meaning the traffic will not be properly tracked to reflect that a Customer came from the Affiliate Site.