



SPONSOR APPLICATION

It Pays to Network™

www.vipcardnetwork.com

FOR VIP CARD NETWORK USE ONLY

SPONSOR # _____

Application Date	SIC Code	Set-Up Date	Approved by:
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SPONSOR INFORMATION

Full Name	Title	Company	
Mailing Address		City, State, Zip	
Phone Number	Fax Number	E-Mail	URL
Business Category <input type="checkbox"/> Nightlife <input type="checkbox"/> Dining <input type="checkbox"/> Travel <input type="checkbox"/> Shopping <input type="checkbox"/> Lodging <input type="checkbox"/> Events & Attractions <input type="checkbox"/> Movie Tickets <input type="checkbox"/> Museums <input type="checkbox"/> Health & Beauty <input type="checkbox"/> _____			

SPONSORSHIP OPTIONS

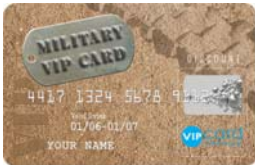

Card Front 	Card Reversed Side 	Select Spot # 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	Select Volume <input type="checkbox"/> 500 VIP Cards: \$2,000 <input type="checkbox"/> 1,000 VIP Cards: \$3,000 <input type="checkbox"/> 2,000 VIP Cards: \$4,000 <input type="checkbox"/> 5,000 VIP Cards: \$8,000
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IMAGE REQUIREMENTS

Dimensions	Resolution	Accepted File Formats
Card Front Cut Size: 3.375"W x 2.125"H,	Card Reversed Side Each Spot: 1"W x 0.75"H	Your image should be created using a minimum of 300 ppi (pixels per inch) or 300 dpi (dots per inch).
		Adobe Photoshop Image (*.psd) Bitmap Image (*.bmp) GIF Image (*.gif) JPEG Image (*.jpg, *.jpeg) PNG Image (*.png)


PAYMENT INFORMATION

Method of payment 1 <input type="checkbox"/> Credit Card 2 <input type="checkbox"/> Check/Money Order 3 <input type="checkbox"/> Invoice 4 <input type="checkbox"/> Bank Transfer	1. Credit Card Information Credit Card #: _____ Exp __ / __ / __ mm / yy Card Security Code*: _____ <input type="checkbox"/> American Express <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> _____ Cardholder's First Name _____ Cardholder's Last Name _____ Address _____ City _____ State _____ Zip _____		<i>*Note: The card security code is an extra 3 digits at the far right hand side of the signature strip on the back of your card. It is separated from the card number with a space. Usually, it is the last three digits at the right.</i>
	2. Check / Money Order payment Payable to: VIP Card Network P.O. Box 2291 Rockville, MD 20847	3. Invoice <input type="checkbox"/> We/I authorize VIP Card Network to send bill/invoice to the above Mailing Address for payment.	


AUTHORIZED SIGNATURE

By signing this Sponsorship Agreement VIP Card Logo Placement Order (VIP Logo Order), Sponsor agrees to be bound by this Agreement, including without limitation the standard terms and conditions attached or on reversed side hereto as Exhibit A ("Agreement"). Each of the undersigned represents that he or she has read and agrees to the terms and conditions of this Agreement and that such party is legally empowered to enter into this Agreement on behalf of the respective party. In addition, if this Agreement is executed by an agency or agent of Sponsor ("Agent"), such Agent represents and warrants that Agent is authorized to act as an agent of Sponsor and to bind Sponsor legally to the terms and conditions hereof. This agreement does not become effective until signed by each party.

Sponsor's Name _____

Sponsor Authorized Signature:


Title: _____ Date: _____

VIP Card Network Representative Authorized Signature:


Date: _____

VIP Card Network SPONSOR AGREEMENT

Exhibit A

Standard Terms and Conditions

The terms and conditions of this Agreement will apply to and govern any VIP Card Logo Placement Order ("VIP Logo Order") or advertisement placed with VIP Card Network ("Company") by the Sponsor ("Sponsor") or by the agent/agency on behalf of Sponsor ("Agent") identified on the reversed side of this sponsor agreement ("Sponsor Agreement"), whether or not such advertisements are accompanied by a copy of this Agreement. Any terms contained in any order or other form or document of Sponsor or Agent that are inconsistent with, different from, or in addition to those in this Agreement are hereby rejected and will have no force or effect. No conditions other than those set forth herein will be binding on Company unless specifically agreed to in writing by Company.

1. DISPLAY AND POSITIONING OF ADVERTISEMENTS ON THE CARD/SITE

Company will display the logo of Sponsor (the "Advertisement") on the Company VIP Card ("Card") and the Company website ("Site") set forth in the Sponsor Agreement according to the schedule, prices and amount of cards set forth in the Sponsor Agreement. As used herein, "Amount" means the amount of cards that will be produced with the Advertisement on the specified position. All Advertisements on the VIP Card and Site will be displayed on a non-exclusive basis. Except as otherwise expressly provided in the Sponsor Agreement, the positioning of Advertisements on the VIP Card and Site is at the sole discretion of Company. Company reserves the right, at its sole discretion, to redesign or modify the organization, structure, or look of the VIP Card and Site. In the event such redesign or modification affects the placement of Advertisements hereunder, Company will display the Advertisements in a comparable position on the Site, chosen at Company's sole discretion. Except for the Advertisements, Company or its licensors or suppliers retain all rights, title and interest in and to the VIP Card and Site, including, without limitation, all software, text, graphics, images, photographs, audio and video clips, trademarks, logos, icons, and other materials appearing on the Site.

2. LICENSE

Sponsor hereby grants to Company a non-exclusive worldwide license to use, reproduce, distribute, prepare derivative works of, and perform and display (publicly or otherwise) all Advertisements, all materials therefore provided by Sponsor and Agent to Company or developed by Company for Sponsor at Sponsor's request ("Materials"), and all derivative works based thereon for the purpose of making the Advertisements available for viewing on the Site.

3. PROVISION OF ADVERTISING MATERIALS

Sponsor will provide all Materials for the Advertisements in accordance with Company's policies in effect from time to time, including, without limitation, policies governing the content of and specifications for such Materials, the manner of transmission to Company, and the lead-time prior to publication of the Advertisement. Company will not be required to publish any Advertisements or Materials that are not received in accordance with such policies. In the event Sponsor agrees in writing to have Company develop creative designs and Materials for the Advertisements, Company shall charge a fee to Sponsor that shall be determined by Company at its discretion.

4. RIGHT TO REJECT ADVERTISEMENTS

All Advertisements are subject to Company's approval. Company will have sole discretion to determine the content and format of, and specifications for, the Advertisements. Company reserves the right to reject or cancel any Advertisement, URL link, space reservation, or position commitment, at any time, for any reason whatsoever (including, without limitation, belief by Company that such placement may subject Company to criminal or civil liability). Notwithstanding anything herein to the contrary, Sponsor acknowledges that Company is acting only as a passive conduit for the display, distribution and publishing of the Advertisements, and that Company has no obligation to Sponsor (and undertakes no responsibility) to review the Advertisements or Materials to determine whether such Advertisements or Materials may result in liability to Sponsor or third parties.

5. TERMINATION

Except as otherwise provided in the Sponsor Agreement, the Sponsor Agreement is non-cancelable by the Sponsor.

6. RENEWAL

Any renewal of the VIP Logo Order and acceptance of any additional advertising orders will be subject to Company's approval. Pricing for any such renewal period or additional advertising order is subject to change by Company from time to time.

7. TERMS OF PAYMENT

All amounts due hereunder pursuant to the Sponsor Agreement must be paid within three (3) days of acceptance of the Sponsor Agreement and in advance of the Advertisement start date. Such payment may be made by check, major credit card (Visa, MasterCard, Discover, or American Express), or other means approved in advance by Company. Company reserves the right to suspend performance of its obligations hereunder in the event that Sponsor fails to make timely payment hereunder or otherwise breaches this Agreement. Company will have the right to hold Sponsor and/or Agent jointly and severally liable for all monies due and payable under this Agreement.

8. SPONSORS REPRESENTATIONS; INDEMNIFICATION

Sponsor represents and warrants as follows: (a) the Advertisements, Materials, all websites to which any Advertisements point or link ("Linked Sites"), and the display thereof (i) are not defamatory, obscene, false, or misleading, (ii) do not and will not infringe any third party's intellectual property or proprietary rights, (iii) do not and will not otherwise violate any law, statute, ordinance, or regulation, and (iv) do not and will not contain any viruses, Trojan horses, worms, time bombs, or other harmful or deleterious programming routines; and (b) Sponsor owns the Advertisements and Materials provided by Sponsor or has obtained and paid for all necessary consents, licenses, authorization, and permissions for the display of the Advertisements and Materials as contemplated by this Agreement, including, without limitation, display of (i) names, photographs, depictions, or other likenesses of persons, (ii) all copyrighted material, trademarks and/or depictions of trademarked goods or services, and (iii) all testimonials and endorsements. Sponsor agrees, at its own expense, to indemnify, defend, and hold harmless Company and its employees, representatives, agents, and affiliates from and against any and all damages, liability, expenses, and losses of any kind (including reasonable attorneys' fees and costs) incurred by Company in connection with any claims, suits, administrative proceedings, criminal investigations, or threat thereof, of any kind, arising out of or in connection with the Advertisements, any Materials, the Linked Sites, any product or service of Sponsor to which users can link through the Advertisement, or the viewing, linking, copying, printing, distribution, or publication thereof.

9. LIMITATION OF LIABILITY

Company will not be liable for (a) the content of any Advertisement or any Linked Site or any errors or omissions therein, (b) the quality of the display of any Advertisement on any particular online service, browser, system configuration, or other equipment used by any visitor to any Company website or service, or (c) the volume of click-throughs or other responses to the Advertisements. In the event (i) Company fails to publish an Advertisement in accordance with the schedule provided in the Insertion Order, (ii) Company fails to deliver the number of impressions as provided in the Insertion Order, or (iii) of any other failure, technical or otherwise, of such Advertisement to appear as provided in the Insertion Order, the sole liability of Company to Sponsor will be limited to, at Company's sole discretion, a pro-rata refund of the fee representing undelivered impressions, placement of the Advertisement at a later time in a comparable position on the Site, or extension of the term of the Insertion Order until the total impressions are delivered. In no event will Company be responsible for any consequential, special, punitive or other damages, or damages for lost revenue or lost profits, in any way arising out of or relating to this Agreement, the Advertisements, the Materials or any Linked Sites, even if Company has been advised of the possibility of such damages. Without limiting the foregoing, Company will have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the control of Company affecting delivery of Advertisements in any manner. COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. NO ASSIGNMENT

Sponsor may not resell, assign, or otherwise transfer this Agreement or any of its rights hereunder, and any attempt to resell, assign, or transfer such rights will be void and result in immediate termination of this Agreement, without liability to Company.

11. MISCELLANEOUS

This Agreement (a) will be governed by and construed in accordance with the laws of the State of Maryland without giving effect to principles of conflicts of law; (b) may be amended only by a written agreement executed by an authorized representative of each party; and (c) constitutes the complete and entire expression of the agreement between the parties, and will supersede any and all other representations, discussions, negotiations, and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party hereby submits to the exclusive jurisdiction of the state and federal courts in Montgomery County, Maryland, and waives any jurisdiction, venue, or inconvenient forum objections to such courts. Company will be deemed to have the status of an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint venturers. Should any provision of this Agreement be held to be void, invalid, or inoperative, such provision will be modified to reflect the fullest enforceable intent of the parties, and the remaining provisions of this Agreement will not be affected and will continue in full force and effect.