

May 26, 2011

Dear Strategic Partner,

We are excited to provide your contacts with Internet marketing solutions that will deliver them tangible and track-able results while concurrently generating an additional revenue stream for yourself.

What makes this referral program special is that we are willing to give you up to 10% of revenues generated from clients you refer to us throughout the lifetime of their contract with Highly Relevant. In addition, we are happy to private brand our services under the your name.

We've included our strategic partner agreement, which can hopefully serve as a basis for a collaborative working relationship moving forward.

Sincerely yours,

Justin Hong

Managing Partner, Highly Relevant

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Strategic Partnership, Referral & Branding Programs

We have two standard programs through which we work with our Strategic Partners to provide digital marketing services for clients or businesses they refer to us: a standard Strategic Partner referral program and a private branding program.

Option 1: Strategic Partnership and Referral Program

Our Strategic Partner & Referral Program is ideal for companies that have clients or know businesses with Internet marketing needs but don't want to spend their time pitching, managing and implementing the delivery of these services.

In this program, we manage the entire process including proposals, strategy, implementation and reporting.

If our services are supplemental to a project you are working on with the client, we will work closely with you to ensure that we are coordinated throughout the process and deliver a great experience and impressive results for your client.

Our payment structure consists of a recurring fee for the duration of the campaign. The recurring fee is an industry-leading percentage of up to 10% of revenue.

The fee varies depending on the total amount of monthly revenue referred to us by your company. Agency Fee Schedule:

Recurring Fee (paid monthly)

First referral of at least \$5,000 (lifetime value of the contract) to HR: HR pays SP 5% of client fee

Subsequent referrals: HR pays SP 10% of client fee

Option 2: Private Branding Program

Our Private Branding Program is ideal for companies who want to deliver our SEO and web marketing services as their own. We take care of the actual implementation and work closely with you on proposals, contracts and reports, all of which are branded with your logo and colors.

In this case, we mark down our services performed for your client and bill you for these services. You may mark up our services as much as you like. You have the responsibility of collecting fees from your clients. Please contact us for more information on this program.

Recurring Fee (paid monthly)

First referral of at least \$5,000 (lifetime value of the contract) to HR: SP pays HR 95% of client fee

Subsequent referrals: SP pays HR 90% of client fee

Strategic Partner and Reseller Agreement

THIS RESELLER AGREEMENT (“AGREEMENT”) is made this [] day of [], [] by and between Highly Relevant (“HR”), located at 1033 Gayley Ave., Suite 107, Los Angeles, CA 90024 and Partner Name (“SP”), located at _____ to provide digital marketing services to SP and SP’s clients.

SP will be participating in the (**SELECT ONE**): 1) Referral Program OR 2) Private Branding Program

If the Referral Program is selected, SP will receive 5% of the referred client fee from HR for the first referral of at least \$5,000 (lifetime value of the contract) and 10% of the referred client fee for subsequent referrals from HR.

If the Private Branding Program is selected, SP will pay HR 95% of the referred client fee for the first referral of at least \$5,000 (lifetime value of the contract) and 90% of the referral client fee for subsequent referrals.

Relationship – SP is not a joint venture, franchisee, agent, or employee of HR. SP shall not represent their relationship with HR as anything other than a SP or reseller. As well, HR shall not refer to SP as anything other than a SP, reseller or other designation as expressed by reseller and agreed upon by HR.

Billing – HR agrees to pay SP the referral percentages listed on page 2 of any and all revenue collected by SP’s client for the entire billable relationship with SP’s client. For the private branding program, HR agrees to bill SP the full price minus the referral percentages listed on page 5 for services delivered.

Payment – HR agrees to pay SP within 15 days from the date of receipt of payment by SP’s client. For the Private Branding Program, SP agrees to pay HR within 15 days from the date of receipt of payment by SP’s client.

Marketing – SP may use HR authorized logos on their web site and on advertisements. To maintain the quality of HR advertising and promotional materials, SP must submit a copy of any such web pages or advertisements for approval prior to publication. HR will review use of logo and notify SP of approval within five business days of submission.

Termination – Either party may terminate this agreement at any time for any or no reason in such party’s sole discretion with a 30 day written notice to the other party. HR agrees to continue to make payment to SP for any and all existing billable client’s ongoing revenue.

LIMITATION OF LIABILITY - HR SHALL NOT BE LIABLE TO YOU OR ANY PERSON THROUGH YOU FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, LOST PROFITS, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OUR SERVICES OR PRODUCTS EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF HR ARISING IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO PAYMENT BY HR OF DAMAGES IN AN AMOUNT NO MORE THAN EQUAL TO THE AMOUNT CHARGED YOU FOR HR’S SERVICES PROVIDED UNDER THIS AGREEMENT;

No Service Warranty – There is no warranty with respect to services except as specifically stated in the agreement. All implied warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose are hereby specifically disclaimed.

Product Warranty – Warranty terms and conditions will be specified in terms and conditions of the product sales agreement. The HR warranty is in lieu of all other warranties, express, implied or statutory including implied warranties or merchantability or fitness for a particular purpose.

Guaranty – Terms of the guarantee will be based on performance requirements specific to each individual contract. All claims on guarantees must be made within 30 days following the end of the contractual period specified in the AGREEMENT between HR and the client.

Both parties represent and warrant that, on the date first written above, they are authorized to enter into this AGREEMENT in its entirety and duly bind their respective principles by their signatures below:

EXECUTED as of the date written above.

Strategic Partner

Signature: _____

Name: _____

Title: _____

Date signed: _____

Highly Relevant

Signature: _____

Name: _____

Title: _____

Date signed: _____