



Backgrounds USA
d/b/a BirthCertificatesUSA
d/b/a DeathCertificatesUSA
d/b/a MarriageSearchUSA
d/b/a DivorceRecordsUSA
d/b/a USAVital

February 24, 2004

Affiliate Company Name: _____

RE: Affiliate Agreement

Dear Affiliate:

I am very pleased that we have been asked to assist you in the matter of vital record retrieval nationwide.

This letter describes the basis on which our firm will provide document retrieval and delivery services to individuals who visit your site and the terms for payment to you for the referral business that we receive directly from your web site. Please let us know immediately if this letter does not accurately describe your expectations and our agreement.

1. Professional Undertaking.

The most important point is that we will do our utmost to serve you and your referrals effectively. We cannot guarantee the success of any given request, but we will strive to fulfill all requests cost effectively and efficiently. Please keep in mind, that there are instances where the individual is uncertain of critical information or factors, which will delay the processing of some requests. Although I will be the responsible individual within the firm regarding our services to you, Jason Hicks and Ray Sandoval will have primary responsibility for your web site functionality, linking our sites and other technical issues. Leslie Servantez will have the primary responsibility regarding all billing, bookkeeping and affiliate payments. If at any time you have questions, concerns or criticisms regarding the work or payments, please do not hesitate to contact me at once. Our office is open from 7:00 a.m. to 8:00 p.m. each business day, but we are often here evenings and weekends to serve our clients. Feel free to contact any of us at any time.

2. Fees and Terms.

The fees posted on our web site shall be the fee that is charged to ALL individuals who order records from us whether they are referred by you or not. When an individual places an order, a final page outlines exactly what shall be charged to their credit card. They must choose to accept the order as placed and authorize the billing of their credit card for that order. Our company accepts MasterCard, Visa, American Express and Discover. We also accept mailed in requests with a money order for those individuals who do not have a valid credit card.

3. Services.

Backgrounds USA is able to obtain vital records from all 3300+ counties across the United States and in all 50 states EXCEPT the five boroughs of Manhattan. Individuals who were married in the five boroughs of Manhattan must order their records themselves or provide us with a notarized, original authorization letter. The documents that we provide are state issued valid documents. We are available Monday through Friday MST 7:00 a.m.-8:00 p.m. to answer any questions any of our clients might have. We pride ourselves on customer service and our phones are always answered during business hours by a live person; not a machine. We must comply with all



state and county requirements and orders may be delayed if the client does not provide accurate or complete information. We do contact the clients as necessary for additional information to expedite the processing of their requests.

4. Statements and Payments.

Our statements and payments shall be provided to you monthly and shall be prepared and e-mailed during the month following the month in which services are rendered. Payments will be sent within five business days after the end of the month in which statements are prepared. This timing allows the bookkeeping department adequate time to tally and issue payment. In the event that there is a charge back to our company for services validly rendered, the subsequent statement to you will reflect an adjustment for this fact. You shall be paid a referral fee of \$ 3.25 per order placed by any individual who visited your site and was linked to our site for processing and the order was completed successfully. The tracking system will allow you to see the number of orders that enter our system from your site. It is understood that these are constantly changing numbers, as some orders cannot be processed with the information provided, some orders are cancelled, some orders are invalid, etc. The monthly statement will more accurately represent actual orders. In the event that you have any questions regarding ANY order, please contact any of us for additional information.

5. Termination.

Both parties shall have the right to terminate this agreement at any time upon written notice. As a professional courtesy to the other party, if there is an issue that needs to be addressed, written notice of the problem shall be provided. The other party shall be given ten business days to resolve the issue to the satisfaction of both parties. In the event that the issued cannot be resolved, this agreement shall terminate within 5 days of recognition that resolution is not possible.

Please review the foregoing and, if it meets with your approval, sign a copy of the letter and return it to me. If you have any questions, please feel free to call me. I look forward to working with you.

Best regards,

Backgrounds USA

THE FOREGOING ENGAGEMENT LETTER IS APPROVED AND ACCEPTED BY THE UNDERSIGNED ON THE DATE BELOW.

Signature

Date

Name

Title

Address

City State Zip