



CHARITY TUNES INC.
345 West 11th Avenue, Suite 4
Vancouver, B.C. V5Y 1T3

CHARITY AFFILIATE AGREEMENT

Welcome to the Charity Tunes Inc. (the "Company") Affiliate Agreement (the "Agreement"). This Agreement sets forth the terms and conditions under which the Company makes the Charity Affiliate Program (the "Affiliate Program") available to you. By becoming a Charity Affiliate and using the Affiliate Program you expressly agree to be bound by and follow all terms and conditions set forth in this Agreement. If you do not agree to be bound by this Agreement, your sole recourse is not to participate in the Affiliate Program.

The Company reserves the right to add, delete and/or modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new agreement on the Company's Website located at the URL <http://www.charitytunes.com> (the "Website"). In the event of substantive changes to the terms of this Agreement, you may be notified by email. If any modification is unacceptable to you, your only recourse is to terminate this Agreement and your participation in the Affiliate Program. Your continued participation in the Affiliate Program following posting of a change notice or new agreement on the Company's Website will constitute binding acceptance of the changes.

1. General Rules

1.1 The Company's Subscription Form and the Company's Terms and Conditions of Charity Tunes Inc.'s Fundraising Service ("Terms and Conditions") are incorporated herein by this reference. As an Affiliate you will continue to be bound by the Company's Terms and Conditions.

2. Becoming a Charity Affiliate

2.1 Eligibility. The Company will only knowingly make the Charity Affiliate Program available to registered charities, societies, or other charitable causes.

2.2 Contact Information. You must provide the Company with accurate and complete contact and payment information when you open an Account. You must immediately notify the Company if any of your contact or payment information changes. If you do not provide the Company with complete, accurate, and updated contact information, you may not be eligible to receive donations based on your participation in the Affiliate Program.

3. Your Obligations

3.1 You must use the Affiliate Program in a manner that demonstrates common sense and respect for the rights of the Company and third parties.

3.2 Special Links. As a member of the Affiliate Program, the Company will provide you with special "tagged" link formats ("Special Link(s)") to be used in linking to the Company Website. The Special Links will permit tracking, reporting, and donation calculations. You must ensure that each of these links properly utilize the Special Link formats. You will only earn donations on activities occurring on the Company Website if such activity was originated from properly formatted Special Links. The Company will not be liable to you for any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts, which may otherwise be paid to you pursuant to this Agreement.

3.3 Use of Special Links. The Company will provide you with the Special Links and graphical artwork to use in linking to the Company Website. You must use the Special Links in accordance with the terms and conditions in this Agreement. The Special Links will include, without limitation, one or more of the following types of links to the Company Website:

- (a) Portal Page Links
- (b) Category Links
- (c) Search Results Link
- (d) Banner Links
- (e) General Link To The Company Home Page

4. Customers Purchasing Via the Affiliate Program.

4.1 Order Processing and Reporting. The Company will process all product orders placed by customers who follow Special Links to the Company Website (the "Customers"). The Company reserves the right to reject orders that do not comply with any requirements that the Company has and may periodically establish. The Company will be responsible for all aspects of order processing and fulfillment. Among other things, the Company will prepare order forms, process payments and handle customer service. The Company will track sales made to Customers who purchase products using Special Links from your Website to the Company Website and will make available to you reports summarizing sales activity. The Company will use commercially reasonable efforts to present accurate information in the reports.

4.2 Customers. Customers who buy products through the Affiliate Program will be deemed to be customers of the Company. Accordingly, all of the Company's rules, policies, and operating procedures concerning customer orders, customer service and product sales will apply to those Customers. The Company may change the Company policies and operating procedures at any time. Product prices and availability may vary from time to time, and such price changes may affect donations which you receive.

5. Affiliate Donations and Reporting.

5.1 Affiliate Donations. The Company will pay you donations in accordance with this Agreement and the Terms and Conditions ("Donations"). Affiliates can earn donations on the following types of transactions:

(a) Special Link Donations. The Company will pay you a donation on qualifying sales originating from Special Links on your Website or web space in accordance with the Donation amount contained in the Terms and Conditions. Currently, this is set at 10% of the purchase price.

(b) Customer Donations. The Company will pay you a donation equal to 10% of the purchase price of each song (or more than 10% if specially designated by an artist or otherwise) for which the customer selects the Charity as the recipient of the donation.

(c) Artist Donations. The Company will notify you if any artist has elected to donate a portion of the artist's proceeds to your Charity, and will pay you such amount.

(d) Special Promotions. From time to time the Company may have special promotions which will result in donations for you. The Company will provide you an accounting of such special promotions and pay you any amounts collected on your behalf.

5.2 Payment of Donations.

(a) Payment Terms. The Company will pay you Donations on a quarterly basis. Within 30 days following the end of each calendar quarter, the Company will send you a check for the Donations we have collected for you during the relevant quarter. However, if the Donations payable to you for any quarter are less than US \$100.00, the Company will hold your Donations until the total amount due is at least \$100.00 or until this Agreement is terminated.

(b) Annual Payment. Within 30 days following the end of each calendar year, the Company will send you a check for any Donations which remain unpaid.

6. Identifying Yourself As An Affiliate.

6.1 Logo. The Company will make available to you a small graphic image that identifies you as a Charity Tunes Inc. Affiliate Program participant; we ask that you display this logo somewhere on your Website or web space. The Company may modify the text or graphic image of this notice from time to time.

7. Limited Licenses.

7.1 The Company License to You of Logo and Links. The Company grants you a limited nonexclusive, nontransferable, revocable right to use the graphic images and text provided to you by the Company, for use on your Website or web space, solely for the purpose of identifying your Website or web space as an Affiliate Program participant and to assist in generating Donations. In addition, the Company grants you a limited, nontransferable, nonexclusive, worldwide right to reproduce and use all graphic images and other materials provided to you, solely for the purpose of creating Special Links connecting your Website or web space to the Company's Website and promoting the sale of products on the Company's Website. You may not modify the graphic images or text, or any other of the Company images, in any way. The Company may revoke your license at any time by giving you written notice. The Company reserves all of its rights in the graphic images, text, any other images, the Company trade names and trademarks, and all other intellectual property rights. Any and all rights in and to the Company's intellectual property shall inure to the benefit of the Company.

8. Term and Termination.

8.1 Term. The term of this Agreement will begin upon the Company's acceptance of your Affiliate Program application and will end when terminated by either party.

8.2 The Company Termination. In its sole discretion, with or without notice to you, the Company may terminate your participation in the Affiliate Program and terminate your Account.

8.3 Your Termination. You may terminate your Account for any reason at any time by notifying the Company in writing.

The Charity hereby agrees to accept the terms and conditions of this Charity Affiliate Agreement.

Signed this _____ day of _____, 2006

Charity Name: _____ (the "Charity")

Per: x _____

Name of Authorized Signatory: _____

Title: _____