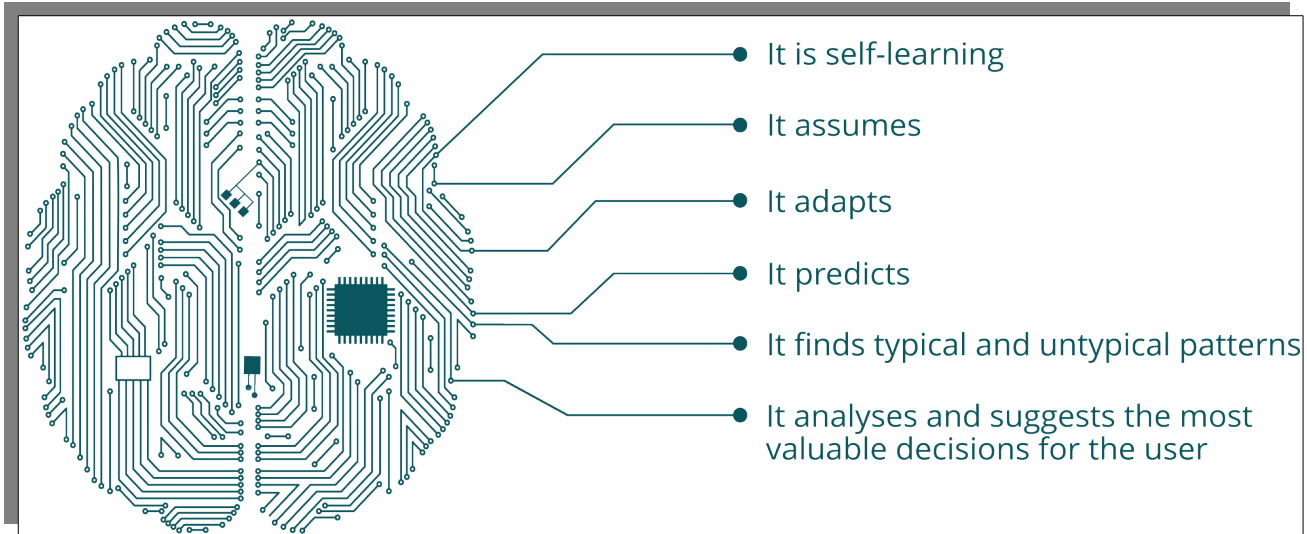


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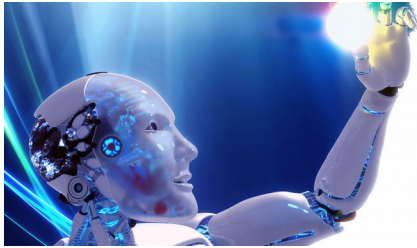


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Contract Agreement

Please read carefully. This is a legal document, it affects your rights.
Please complete each one of the fields.
Sign or initial each one of the pages



Hits 1,000

Independent Contractor and White Label Agreement

Page 1 of 6

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between **Hits 1,000**, (“Company”) a Hawaii business entity with its principal place of business located at 94-1221 Ka Uka Blvd 108-325 Waipahu, HI 96797 USA and:

Name: _____ (“Contractor”)

Address: _____

Telephone #: _____

RECITALS

WHEREAS, the Company is engaged in the business of providing search engine optimization of internet web sites and desires to obtain the services of an Independent Contractor to provide professional sales of the Company’s products and/or services upon the terms and conditions provided herein.

WHEREAS, the Contractor is interested in providing professional sales services to the Company as an independent contractor upon the terms and conditions provided herein.

WHEREAS, the Company and the Contractor wish to document the nature of the relationship by and between themselves for the purposes of any and all services performed by the Contractor for, at the request of, or on behalf of the Company from the date of this Agreement until its termination under the terms set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and the mutual promises set forth herein of which is agreed by and between the Company and the Contractor as follows:

1 Retention Of Agent

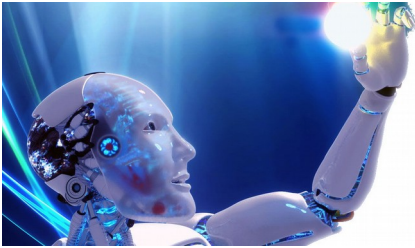
1.1 Company hereby engages the services of Contractor as a sales professional for the Company, and Contractor hereby agrees to provide such services, all upon the terms and conditions set forth in this Agreement.

1.2 Contractor shall diligently, faithfully and legally solicit prospective customers in an endeavor to secure sales for Company. Contractor shall utilize Contractor’s best efforts to obtain business for Company and to promote the Company’s business operations.

2 Covenant Not to Compete

2.1 During the terms of this Agreement, Contractor agrees that he/she will not, directly or indirectly, own an interest in, operate, join, control, or participate in, or be connected as an officer, agent, independent contractor, partner, shareholder, or principal of any corporation, partnership, proprietorship, firm, association, person, or other entity producing, designing, providing, soliciting orders for, selling, distributing, or marketing products, goods, equipment, or services that directly or indirectly compete with Company or Company’s business.

Contractors Initials _____



Hits 1,000

Independent Contractor and White Label Agreement

Page 2 of 6

2.2 For Six (6) months following termination as a Contractor, Contractor agrees not to undertake any employment or activity competitive with Company's business in which the loyal and complete fulfillment of the duties of the competitive employment or activity would call on Contractor to reveal, to make judgments on, or otherwise to use any trade secrets of Company's business to which Contractor had access by reason of Company's business.

3 Status as Independent Contractor

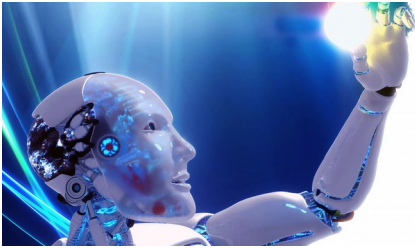
3.1 Contractor affirms that Contractor shall be deemed an independent contractor for purposes of any sales or other services furnished by Contractor for or at the request of the Company; during the term of this Agreement.

3.2 Contractor affirms that any services provided by Contractor during the term of the Agreement shall not create a joint venture, partnership or employment relationship between Contractor and Company.

3.3 Contractor and Company specifically agree that Contractor:

- A Contractor is free to solicit sales, where, when and how it pleases;
- B Contractor is not limited to pursuing only leads provided by Company;
- C Contractor is not required to canvas a set territory within any time period
- D Contractor is not required to produce any minimum volume of sales;
- E Contractor is free to set the hours during which it performs sales or other services subject to this Agreement;
- F Contractor is not required to furnish services subject to this Agreement on a full-time basis or producing a minimum volume of business for Company. Contractor is permitted to work for anyone else, subject to the provisions of this Agreement.
- G Contractor furnishes all materials and supplies required to perform services subject to the Agreement;
- H Contractor is responsible for all incidental expenses incurred by Contractor,
- I Contractor affirms that it is in independent contractor and has no employment relationship to Company.
- J Contractor maintains and is a separate business entity with its own office, equipment, materials and other facilities determined by the Contractor;
- K Contractor holds a Federal Employer Identification Number';
- L Contractor shall be responsible for hiring, training and supervising its own employees. Contractor shall be responsible for its employee wages and benefits.
- M Contractor operates under contracts to perform specific services or work for specific amounts of money and the Contractor controls the means of performing the services or work excluding any tangible or intangible property owned by the Company of which is provided to the Contractor to assist the Contractor in the performance of the Contractor's operations;

Contractors Initials _____



Hits 1,000

Independent Contractor and White Label Agreement

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- N Contractor is not entitled to reimbursement from Company for expenses related to the services or work that Contractor performs under this Agreement;
- O Company, in its sole discretion may reimburse the Contractor for some expenses such as business travel if specifically requested by Company. Payment from the Company for such expenses must receive specific written approval from the Company and invoiced to the Company from the Contractor prior to any payment to the Contractor;
- P Contractor is responsible to the satisfactory completion of work or services that the Contractor contracts to perform and is liable for a failure to complete the work or service;
- Q Contractor receives compensation for work or services performed under this Agreement in accordance with the terms of Exhibit "A", attached hereto;
- R Contractor may realize a profit or suffer a loss under this Agreement;
- S Contractor has continuing or recurring business liabilities or obligations and the success or failure of Contractor's business depends on the relationship of the Contractor's business receipts to expenditures.

4 Taxes and Insurance

- 4.1 Contractor is responsible for the reporting and payment of its own Federal and State taxes and those of its employees, if any.
- 4.2 Contractor is responsible for the procurement of and payment of any insurance required by Federal, State and City governments.

5 Term.

- 5.1 *Commencement.* The term of this Agreement and Contractor's obligation to provide services hereunder shall commence on the signature date entered in this agreement and continue until written notice of termination.
- 5.2 *Termination.* Contractor's obligation to provide services hereunder may be terminated at any time by one party giving written notice to the other.
- 5.3 All of the other terms and conditions of this Agreement, including the obligation of Company to pay compensation services heretofore provided to Company and the obligation of Contractor to maintain the confidentiality of Company's Confidential Information, shall survive the termination of Contractor's services hereunder.

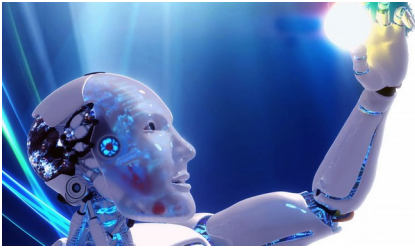
6 Compensation

- 6.1 *Computation of Amount.* In consideration of Contractor's services and Contractor's other agreements and covenants hereunder, Company shall periodically pay Contractor compensation computed in accordance with the terms of Exhibit "A" hereto.

7 Prohibition of Assignment of Contract

Contractor may not assign its rights or obligation under this agreement without the written consent of the Company. However, Company may assign its rights and obligations under this agreement to its successors or assigns.

Contractors Initials _____



Hits 1,000

Independent Contractor and White Label Agreement

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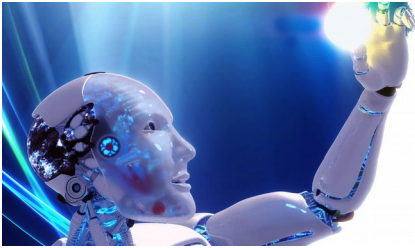
8 Confidential Information.

- 8.1 *Definition.* Contractor acknowledges that Company's operations, techniques, forms, documents, computer printouts, invoices, methods of doing business, clients, customer lists, the identity of suppliers or goods sold by Company, the prices paid by Company for its goods, and Company accounts receivable are trade secrets and confidential information (herein "Confidential Information").
- 8.2 *Duty to Preserve Confidential Information.* Contractor may receive certain Confidential Information during the term of this Agreement. Contractor agrees to preserve the confidentiality of such information, and to make every effort to ensure that the confidentiality of such information is not compromised by any action or omission of Contractor.
- 8.3 Contractor specifically agrees that he will not at any time, whether during or subsequent to the term of this contract with Company in any fashion, form, or manner, unless specifically consented to in writing by Company, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any Confidential Information of any kind, nature or description.
- 8.4 Contractor shall not disclose, grant, assign, license, sell, give away, or otherwise transfer to any third party, or develop, produce, promote, or otherwise exploit any idea, proprietary information, trade secret or Confidential Information, the knowledge of which Contractor obtains by reason of Contractor's relationship with Company hereunder;
- 8.5 Contractor will not remove from Company's business premises any original or any copy of any Company document or form, including, without limiting the generality of the foregoing, computer printouts, or all or any portion of the Confidential Information.
- 8.6 *Return of Confidential and Order Material.* Upon the termination of Contractor's Agreement with Company hereunder, Contractor will immediately return to Company any Confidential Information in Contractor's possession or control.
- 8.7 Company and Sub-Contractor have agreed to the terms of Non-Disclosure Agreements: Exhibit.B.1.NDA.Affiliate-to-Company and Exhibit B.2.NDA.Doe-to-Liberty and will execute both Non- Disclosure Agreements. In addition, they have agreed that each of them will not provide access to the Confidential Information of the other to any person or entity who has not signed the other party's Non-Disclosure Agreement.

9 Regulatory Compliance.

- 9.1 *Acknowledgment.* Contractor acknowledges that the business of telemarketing and/or sales is subject to substantial regulation and that serious and adverse consequences to Company, Companies business and Contractor might result if Contractor fails to strictly comply with such regulations. Accordingly, Contractor agrees to act in compliance with such regulations.
- 9.2 *Sales Presentation Policy Statement.* Company has adopted a Sales Presentation Policy Statement, the most recent version of which is attached hereto as Exhibits "B" and

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Independent Contractor and White Label Agreement

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"C". Contractor agrees to strictly comply with the instructions of this Sales Presentation Policy Statement, as the same may be modified or amended from time to time.

9.3 *Contractor Information Sheet.* Company is required to provide to various governmental entities and periodically update information about Companies business and the persons acting on Companies behalf, including Contractor. Accordingly, at Companies request;

A Contractor has completed Company's standard Contractor Information Sheet, which is attached hereto as Exhibit "D;"

B Contractor represents and warrants to Company the information contained thereon is complete and accurate;

C Contractor agrees that Company may use such information (and any updating information) in documents which Company provides to governmental entities;

D Contractor recognizes that it is extremely important for Company to have current information in order to make accurate filings with governmental entities;

E Contractor agrees that Contractor shall notify Company in writing at any time if any of the information provided on Exhibit "D" hereto changes and that Contractor will, upon the request of Company, at any time, complete a new Contractor Information Sheet.

9.4 *Prohibition Against Misrepresentations.* Company has advised Contractor that the principal purpose of the governmental regulation of telemarketing and/or sales is to prevent fraud upon persons solicited by telephone and/or in person. Accordingly;

A Contractor agrees that, while employed by Company, Contractor will not make any misrepresentation or misleading statement to any person, including without limitation, any misrepresentation or misleading statement concerning Company's identity and location, or the price, quantity or quality of any product offered for sale, or sold or shipped by Company.

9.5 *Immediate Termination for Breach.* COMPANY MAY IMMEDIATELY TERMINATE CONTRACTOR'S RELATIONSHIP WITH COMPANY FOR ANY VIOLATION OF THE PROVISIONS OF THIS SECTION.

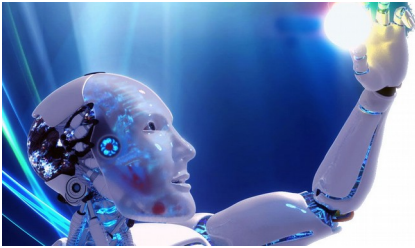
10 Indemnification.

Contractor shall indemnify and hold the Company harmless against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) arising from the breach of this Agreement.

11 Additional Covenants.

11.1 *Entire Agreement, Waiver and Amendment.* This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior and contemporaneous agreements,

Contractors Initials _____



Hits 1,000

Independent Contractor and White Label Agreement

understandings, representations, and statements, oral and written, are merged herein. No provision of this Agreement shall be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such written instrument.

- 11.2 *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.
- 11.3 *Paragraph Headings.* Descriptive paragraph headings are for convenience only and shall not control or affect the meaning or construction of the provisions of the Agreement.
- 11.4 *Gender.* Whenever the context herein shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- 11.5 *Unenforceability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.6 *Waiver.* No waiver by Company of any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or of any other provision hereof. Each and all of the several rights, remedies, and options of Company hereunder shall be construed as cumulative and no one of them is exclusive of the other or of any right, remedy or priority allowed by law or in equity.
- 11.7 Any notice to be given to either party hereunder shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid to the address listed for the party of the first page of this agreement.
- 11.8 *Exhibits.* All exhibits attached hereto are incorporated herein by this reference.

Hits 1,000 ("Company")

By:

Title:

Date:

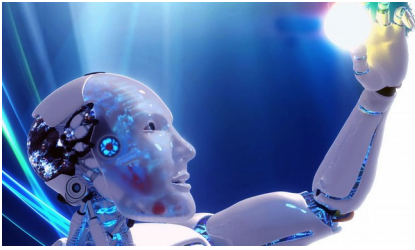
Agreed and Accepted ("Contractor")

By:

Title:

Date:

Contractors Initials _____



Hits 1,000

Addendum A - Commission Structure

The commissions are a percentage of the set-up fee paid by customer and are as follows:

Set-up Fee	Percentage	Commission
\$1800 - \$1999	25.00%	\$450 - \$500
\$1600 - \$1799	23.00%	\$368 - \$414
\$1400 - \$1599	20.00%	\$280 - \$320
\$1200 - \$1399	17.00%	\$204 - \$238
\$ 800 - \$1199	14.00%	\$112 - \$168
\$ 349 - \$ 799	11.00%	\$ 40 - \$ 88

- A \$500 commission will be paid for the customers who pay in full \$1999 set-up fee.
- Affiliate will receive a \$40 residual amount starting 2nd month and every month thereafter that the customer remains actively subscribed. It is not 1st month as it is received as part of commission structure seen above.
- All fees are paid within 5 days of receipt of client's payment.
- A \$4000 Bonus, Will be paid for the First 8 customers who pay in full \$1999 or higher set-up fee (\$500 x 8 = \$4000 in addition to your already \$500 Up Front Commission), Once qualifying requirements are fulfilled. (No time restrictions for achieving 8 full paying customers.)
 - Studying and Learn the Sales Division Page and all its content and the entire website,
 - Creating a video presentation (That we will convert in your clone to work 24/7). This will also increase your income.
 - Creating a video training for your recruits (this will allow you to train your recruits without spending extra time).
- In order to remain an active contractor and henceforth for this agreement to remain active, a contractor must procure and finalize a minimum of eight (8) sales per calendar year.

Hits 1,000 ("Company")

By:

Title:

Date:

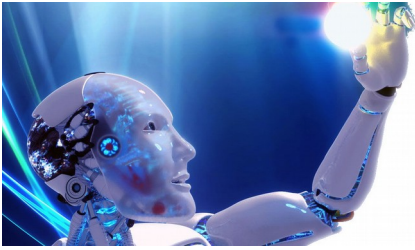
Agreed and Accepted ("Contractor")

By:

Title:

Date:

Contractors Initials _____



Hits 1,000

B - Confidentiality And Non-Disclosure Agreement

Page 1 of 2

This agreement is made and entered into this ____ day of _____, 20____, by and between the individuals/organizations signed below, (the "Party or Parties") in order to protect certain proprietary and confidential information of the Parties, their affiliates and their agents and consultants.

WHEREAS, the Parties desire to discuss certain business issues related to their respective roles in a potential new project (the "Project"); and

WHEREAS, the Parties anticipate that, in the course of discussions, evaluations and a possible business relationship between the Parties all in connection with the Project, each may disclose to the other certain non-public, confidential and/or proprietary information, including without limitation, data, ideas, marketing information, business plans, proposals or other information (hereinafter referred to as "Confidential Information"); and

WHEREAS, the use of Confidential Information by, or its disclosure to, any person or organization other than the Parties would be highly detrimental and damaging to the one or more of the Parties,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

A. Confidential Information. If a Party has either written or in computer-readable information it desires to be treated as Confidential Information, whether disclosed as part of the discussions, evaluations or business relationships in connection with the Project it shall be clearly and conspicuously marked or otherwise identified by the disclosing Party as "CONFIDENTIAL" or "PROPRIETARY" at the time of disclosure. If a Party has oral information that it desires to be treated as Confidential Information, it shall so state to the receiving Party and obtain the receiving Party's verbal agreement to receive it on a confidential basis prior to disclosure. Confidential Information also includes the existence of discussions between the Parties regarding the Project.

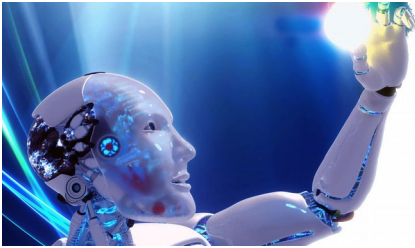
B. Nondisclosure. The receiving Party acknowledges the economic value to the disclosing Party of all Confidential Information and the receiving Party shall:

1. Use the Confidential Information only for the purpose of evaluating and/or contributing to the Project; and
2. Restrict disclosure of the Confidential Information solely to those employees, or authorized representatives of the receiving Party and its affiliates with a "need to know" and who are obligated by the receiving Party in a manner consistent with this Agreement to maintain the confidentiality of such information; and
3. Advise those employees or authorized representatives who gain access to the Confidential Information of their obligations hereunder; and
4. Make only the number of copies of the Confidential Information necessary to disseminate the information to those personnel who are entitled to have access to it and ensure that all confidential notices set forth on the Confidential Information are set forth in full on such copies; and
5. Safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and proprietary information but in no event shall Recipient use less than a reasonable degree of care.

C. Exceptions. The restrictions set forth in paragraph B above shall not apply if:

1. The Confidential Information was already known to the receiving Party prior to disclosure by the disclosing Party; or
2. The Confidential Information has become publicly known through no act of the receiving Party in violation of this agreement; or
3. The Confidential Information has been lawfully received from a third Party not subject to this Agreement; or
4. The Confidential Information has been independently developed by the receiving Party without reliance on Confidential Information, provided that such independent development can be substantiated by written records and documents; or
5. The Confidential Information has been approved for release by written authorization of the disclosing Party; or
6. The Confidential Information has been furnished by the disclosing Party to the receiving Party or a third Party without designation as "Confidential" or "Proprietary" information; or
7. In the event that the Confidential Information of the disclosing Party must be disclosed pursuant to a requirement of a governmental agency or court of law and the receiving Party is legally required (by documents subpoena, Civil Investigative Demand or similar process) to disclose any such Confidential Information, it is agreed that, to the extent practicable, the receiving Party will provide the disclosing Party with prompt notice of any such request, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, if in the opinion of receiving Party's counsel it is legally required to disclose Confidential Information, the receiving Party may disclose such information and provide notice of such actions to disclosing Party without liability hereunder.

Contractors Initials _____



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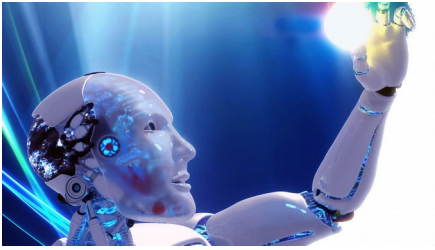
B - Confidentiality And Non-Disclosure Agreement

- D. Term. This Agreement shall remain in effect from the date first written above until replaced by another written agreement between the parties. The terms of this Agreement shall remain in effect for three (3) years from date of first Disclosure for any Confidential Information received under this Agreement.
- E. Use. The receiving Party shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the disclosing Party and shall not reverse engineer, decompile or disassemble any hardware or software provided or disclosed by the disclosing Party.
- F. Return of Confidential Information. Each Party agrees that, upon the other's request, all documents and records containing Confidential Information shall be either destroyed or returned to the disclosing Party. The option to return or destroy the Confidential Information shall be at the receiving Party's discretion provided that if such receiving Party chooses to destroy the Confidential Information, it will do so and provide the other Party with written certification of such destruction within fourteen (14) days of the other Parties initial request. An exception to the above is granted only when the receiving Party is required to maintain Confidential Information for compliance to a governmental agency or court of law, the receiving Party shall notify the other Party of such and will be exempted from this clause for the period retained providing that such Confidential Information must be maintained by the receiving Party for such requirements only and with compliance to all other clauses of this agreement.
- G. No Grant of Rights. Nothing contained in this Agreement shall be construed as granting or transferring any rights under any patent, trademark, copyright or other proprietary right protecting any Confidential Information, except for the right to use such information in accordance with this Agreement. Nor shall this Agreement create any other obligations, including without limitation agency or partnership obligations, between the Parties except as expressed herein. This Agreement does not constitute an offer to sell information.
- H. Right to Enjoin Disclosure and Competition. The Parties acknowledge that unauthorized disclosure or improper use of Confidential Information would cause the disclosing Party irreparable harm for which it would have no adequate remedy at law. Accordingly, the disclosing Party shall have the right to obtain a temporary restraining order enjoining improper disclosure or use of Confidential Information, in addition to any other rights and remedies available.
- I. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, exclusive of its choice of law provisions, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in Honolulu County, Hawaii, and waive any objections to the Court based on jurisdiction, venue or inconvenient forum.
- J. Severability. If any provision of this Agreement is declared void, or otherwise unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, heirs, successors, representatives and assigns.
- L. Entire Agreement. This Agreement constitutes the entire agreement on confidentiality between the Parties. The Parties acknowledge and agree that no other statements, representations, agreements or warranties, except those outlined herein, apply to the terms and conditions of this Agreement.

<p>Hits 1,000 ("Company")</p> <p>By:</p> <p>Title:</p> <p>Date:</p>

<p>Agreed and Accepted ("Contractor")</p> <p>By:</p> <p>Title:</p> <p>Date:</p>
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Contractors Initials _____



Hits 1,000

Addendum C – Confidential Information

Page 1 of 1

Full Legal Name:

Residence Address:

Emails:

Phone, Cell and Fax Numbers:

Emergency Contact Name, Phone and Emails:

Contractors Initials _____