

**TOP LIE DETECTORS div of BUYERS' GROUP  
REFERRAL AGREEMENT TERMS AND CONDITIONS**

This Agreement contains the complete terms and conditions that apply to an individual or entity's participation in the Top Lie Detectors (div of Buyers' Group) Polygraph Referral Program (the "Program" or "PRP"). As used in this Agreement, "we" and "Top Lie Detectors" means Top Lie Detectors (div of Buyers' Group) located at 18383 Gallery Dr., #5101, Dallas, TX 75252 which is the owner of the site [www.topliedetectors.us](http://www.topliedetectors.us), and "you" and "Network Affiliate" means the applicant. The Top Lie Detectors site is located at the URL [www.topliedetectors.us](http://www.topliedetectors.us).

To join Top Lie Detectors' Network Affiliate Program and become an affiliate of Top Lie Detectors, you will first need to read the Operating Agreement below. If you accept the Agreement's terms, you will then have the opportunity to fill out the Network Affiliate Application and submit it to us. The Application is located at [www.topliedetectors.us/examinerform.html](http://www.topliedetectors.us/examinerform.html). If accepted, a copy of your fee schedule should be sent via email or FAX to 1-801-751-2057.

We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (at our sole discretion) that your qualifications are unsuitable for the Program. For example applicants who do not have the necessary training from an accredited polygraph school, do not use accepted methodology or who do not use appropriate equipment, etc. will not be accepted. After our evaluation of your application we will notify you of our acceptance or rejection.

You should also note that if we accept your application and your polygraph services are thereafter determined (at our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.

By signing this Agreement and Faxing back to us, you are agreeing that you have read and understood the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.

**The Network Affiliate accepts to do the following:**

Once you have been notified that you have been accepted into the Network Affiliate Program, you will be receiving notification by email or FAX of clients who have paid their Polygraph Exam Deposit. You agree to do the following:

- **Contact Client:** The phone number and email address of the client and a summary of their request will be provided. The client is to be contacted no later than 24 hours after the notice is sent to you to arrange for their appointment.
- **Conduct Competent Exams:** It is your responsibility to conduct your exams in a reputable, ethical manner no matter what type of polygraph the client orders from you. All polygraph exams are very important since they may be life changing events either due to personal issues or legal issues. Great care is expected of the polygraph examiner in making sure the exams are as accurate as possible and proper methodology is adhered to.

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- **Payment for Services:** The client will be expected to pay you the rest of the published fee after deposit. The Deposit will remain with Top Lie Detectors as the "referral fee" you agree to pay.
- **Referral Fees (Deposit):** The referral fee will be a set fee paid by the client before referral to you. You will provide Top Lie Detectors a fee schedule for your services in order to calculate the proper client deposit. Generally, the deposit will be approx. 20% of the Network Affiliate's fee. (See current website for details.) Special exams will require an estimate before deposit is paid by the client.

**Identifying Yourself as a Network Affiliate**

When speaking with clients referred to you by Top Lie Detectors, you will identify yourself as an Network Affiliate of the Company.

You may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship between us and you or any other person or entity except as expressly permitted by this Agreement (including expressing or implying that Top Lie Detectors supports, sponsors, endorses or contributes money to any charity or other cause).

You agree to indemnify and hold harmless Top Lie Detectors and its employees, representatives, agents and affiliates, against any and all claims, suits, actions, or other proceedings brought against Top Lie Detectors based on or arising from any claim of damages due to unethical or illegal conduct or liability resulting from your breach of this Agreement. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Top Lie Detectors in connection with or arising from any such claim, suit, action, or proceeding.

**Follow all required state laws**

It is entirely your responsibility to follow all state laws that pertain to your services. You must have all proper procedures and authorizations signed as required by your state. We will not be responsible for any violation of state laws.

Upon the termination of this Agreement for any reason, you and your partners will immediately cease use of, and remove from any site, all links to our site, and all Top Lie Detectors trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

**Top Lie Detectors will:**

**Monitor Your Services**

We have the right to monitor your services for quality and your partners at any time to determine if you are following the terms and conditions of this Agreement and to notify you of any changes that we feel should be made.

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**Determine the policies for the appointments**

Customers who make appointments through Top Lie Detectors' Network Affiliate Program will be considered customers of Top Lie Detectors. All our rules, policies, and operating procedures concerning customer appointments, customer service, and advertised fees will apply to those customers. We may change our policies and operating procedures at any time. Fee schedule changes need to be communicated to us before going into effect.

**Modify this agreement**

We may modify any of the terms and conditions in this Agreement, at any time in our sole discretion. You will be notified by email of any changes or by posting a change notice or a new agreement on our site. Modifications may include, but are not limited to, changes in the scope of referral fees, referral fee schedules, payment procedures, and Top Lie Detectors' Network Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Top Lie Detectors' Network Affiliate Program following the information of the change notice or new agreement will indicate your agreement to the changes.

**Referral Fees**

**Referral Fees**

All referral fees (deposits) will be calculated from your fee schedules. Customers will pay Top Lie Detectors the deposit via PayPal and will pay the Network Affiliate the difference at the time of the polygraph or in advance by whatever means the Network Affiliate requires as their standard policy.

Each party agrees not to use the other's proprietary materials in any manner that is disparaging or that otherwise portrays the party in a negative light.

**You cannot use our names without our consent**

You may not create, publish, distribute, or permit any written or electronically transmitted publicity material that makes reference to us without first submitting the material to us and receiving our consent.

The use of one of Top Lie Detectors, topliedetectors.us names and logos, or trademarks must be approved in writing by Top Lie Detectors.

**Terms and Termination**

This Agreement will begin upon our acceptance of your Network Affiliate application.

Either party (Top Lie Detectors or the Network Affiliate) may terminate this Agreement AT ANY TIME, with or without cause, by giving the other party written notice of termination.

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Written notice can be in the form of mail, email or fax.

Upon termination of this Agreement:

- all licenses granted herein shall terminate;

The following sections will survive any termination of this Agreement: **Reservation of Rights and Ownership, Term and Termination, Disclaimer, Limitation of Liability, Responsibility for Your Services, Authority, Miscellaneous.**

**Disclaimers**

Top Lie Detectors makes no express or implied warranties or representations with respect to the Network Affiliate Program or any reservations done or services sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, Top Lie Detectors makes no representation that the operation or its site will be uninterrupted or error-free, and Top Lie Detectors will not be liable for the consequences of any interruptions or errors.

**Representations and warranties**

You represent and warrant that:

- this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- you have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

**Limitations of liability**

Top Lie Detectors (div of Buyers' Group) will not be liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this Agreement or the Program, even if Top Lie Detectors has been advised of the possibility of such damages. Further, Top Lie Detectors' aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid to us under this Agreement.

**Authority**

If the person entering into this Agreement is acting on behalf of his or her company, such person represents to Top Lie Detectors that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Affiliate, that this Agreement has been duly authorized by the Affiliate and that this Agreement will constitute the legal, valid and binding obligation of Affiliate. Such person hereby agrees to indemnify and

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hold Top Lie Detectors harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this section.

**Relationship of Parties**

Each party shall be deemed to be independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, franchise, sales representative, or employment relationship, agency, fiduciary or other similar relationship.

You may not assign your rights or obligations under this Agreement to any party.

**Miscellaneous**

This Agreement shall be governed by and interpreted in accordance with the United States and your state's laws without regard to the conflicts of laws and principles thereof. You consent to the exclusive jurisdiction in court located in Collin County, TX, in any dispute involving this Agreement.

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

Polygraph Network Affiliate \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Top Lie Detectors (div of Buyers' Group) Representative

Signature \_\_\_\_\_ Date: \_\_\_\_\_