

EXHIBIT C



SOULCASH PROGRAM AGREEMENT

Welcome to SoulCash. Before you can become a participant in the SoulCash Program (hereafter the "Program") you must first read and agree to all of the following terms and conditions. Please read the following CAREFULLY. This is a legal agreement (hereafter the "Agreement") between Impulse Media Group "YOU."

The following offer to You to participate in the Program is subject to all the terms, conditions, limitations and waivers below. You acknowledge and agree that by participating in the SoulCash Program, You will be bound by all the terms and conditions in this Agreement.

1. Rights Granted To You By Us. Subject to the terms and conditions set forth in this Agreement by Us, We grant to You, the following:

1.1 The non-exclusive right to direct, refer or send visitors or users of Your Website to websites owned or operated by Impulse Media Group (the "SoulCash Websites").

1.2 A limited nonexclusive, nontransferable and revocable license to access and download promotional banners, and other promotional materials created by ADMINISTRATOR for use on Your Website for the exclusive purpose of advertising, marketing or promoting the SoulCash Websites; however, the license herein granted shall automatically and immediately cease upon the termination of this Agreement.

2. Your Warranties To Us. In consideration of ADMINISTRATOR providing You with SoulCash Program benefits, You agree and warrant as follows:

2.1 That You will at no time while You are participating in the SoulCash Program, or using any materials provided to You by Us, directly or indirectly display or include on Your Website any advertising or advertising links of any kind which promote SoulCash Websites, other than those advertisements or ad links which have been pre-approved by Us, in compliance with this Agreement, and which advertise SoulCash Websites or other sites, companies, products or other wide area network addresses which We designate.

2.2 That You will use best efforts to actively promote Your Website and increase the number of appropriate visitors to it.

2.3 That You will not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming" as a means of promoting Your Website or for the purpose of directing or referring users to any SoulCash Websites. You further acknowledge and agree that We have the right to immediately, and without notice, terminate your participation in the Program if we, in our sole and exclusive judgement, conclude that you have engaged in the use of any form of mass unsolicited electronic mail solicitations, news group postings, password selling or trading, warez, IRC posting or any other form of "spamming". NOTE: WE HAVE ZERO TOLERANCE FOR SPAMMING. IF YOU SPAM, YOUR PARTICIPATION IN THE PROGRAM WILL BE TERMINATED, YOU WILL BE BARRED FROM FUTURE PARTICIPATION IN THE PROGRAM AND ALL FUNDS OTHERWISE DUE TO YOU WILL BE FORFEITED TO THE COMPANY.

2.4 That You will not copy or reproduce, alter, modify or change, broadcast, distribute, transmit or disseminate any banners or other promotional or advertising materials provided to You by US pursuant to this Agreement and the Program in whole or in part, in any manner, at any time anywhere in the World except as authorized by Us in writing;

2.5 That You will not, directly or indirectly, link any of the following content or material to any SoulCash Websites through any hyperlinks maintained or created on Your Website:

(i) Obscene material, including without limitation any material depicting bestiality, rape or torture.

(ii) Any material which is displayed or transmitted in a way as to constitute harmful matter or indecent communications to minors;

(iii) Any material in which persons under the age of eighteen are depicted in actual, simulated or suggestive sexual situations;

(iv) Any material not fully in compliance with 18 U.S.C. Sec. 2257 et seq.;

(v) Any material which constitutes child pornography or matter which involves depictions of nudity or sexuality by an age inappropriate-looking performer (i.e. someone who looks younger than 18 years of age), or by a performer who is portrayed or made to appear to be a person under the age of 18 years of age by virtue of the script, make-up, demeanor, costuming, setting, etc;

(vi) Any material which is threatening, abusive, hateful, defamatory, libelous, slanderous, scandalous or injurious to the reputation of any person or entity;

(vii) Any material which constitutes an infringement, misappropriation or violation of any person's intellectual property rights such as copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights or other rights; or

(viii) Any program, file, data stream or other material which contains viruses, worms, "Trojan horses" or any other destructive feature, regardless whether damage is intended or unintended, which may cause damage to any computer equipment, loss or corruption of data or programs or inconvenience to any person.

2.6 That all materials of every kind, including photographic, videographic, audio and textual materials used in direct or indirect association with materials provided through the Program shall only be transmitted, distributed, broadcast and otherwise disseminated by You to willing adults and shall at all times comply with contemporary community standards in the communities into which they are so disseminated.

2.7 That You shall remain a Program Participant until You terminate participation in the program by notifying ADMINISTRATOR by E-mail at webmaster@impulsemediagroup.com of Your intent to terminate Your participation; or Your participation in the Program is terminated by ADMINISTRATOR for any reason; or the Program is terminated by ADMINISTRATOR for any reason.

2.8 That You will remain a Program Participant in good standing at all times You are receiving benefits or are otherwise participating in the Program.

2.9 That You shall cease to be a Participant in good standing and shall be subject to immediate termination of all Benefits without prior notice if You fail to perform under or breach any part of this Agreement.

2.10 That if Your participation in the Program is terminated for any reason, You cease to be a Program Participant in good standing, or You cease to offer services on the Internet, You shall immediately and permanently cease all use of all materials provided to You by Us through the Program and that you will remove all files containing materials provided to You pursuant to the Program from your website.

2.11 That You are a person over the age of eighteen (18) years, or over the age of twenty one (21) in those states where 21 is the age of majority.

2.12 That You are the person who owns or is otherwise is entitled to contract on behalf of the entity which owns the rights to the Your Website.

2.13 That you will supply ADMINISTRATOR with a Federal Tax ID or Social Security Number when requested, and that Your failure to supply that information will constitute a basis for terminating this Agreement and for forfeiting any commissions or fees to which you would otherwise be entitled under this Agreement.

2.14 That upon termination of this Agreement you will immediately cease using ADMINISTRATOR marks and remove any materials supplied to you by ADMINISTRATOR or referring to the SoulCash Websites, including without limitation any banner ads, from Your Website.

2.15 That all Your warranties, indemnities and obligations, which by their nature are designed to survive termination, shall extend beyond the termination of this Agreement.

3. Limitations Of Your Participation In The Program. You acknowledge and agree that the Program, Your participation in the Program and Program Benefits are subject to the following limitations:

3.1 Only persons over the age of eighteen (18) years, or persons over the age of twenty one (21) in those states where 21 is the age of majority, may participate in the Program.

3.2 ADMINISTRATOR shall at all times have the right, in its sole and exclusive discretion, to terminate the Program and any and all Program Benefits relating to Your Participation in the Program at any time and may do so with or without prior notice or cause.

3.3 ADMINISTRATOR, in its sole and exclusive discretion, shall have the right at any time to change or modify the Program, including without limitation, the right to pay Participants in the Program based on "click throughs" rather than a flat commission or fee for a referral, as defined in paragraph 4.1. If at any time ADMINISTRATOR changes the Program, you shall have the right to withdraw and terminate your participation in the Program.

3.4 ADMINISTRATOR has the right to terminate Your's and any other person's participation in the Program at any time and may do so with or without prior notice or cause.

3.5 Program Benefits are not transferable by You and may only be used by You in association with Your Website while You are participating in the Program and are a Participant in good standing.

3.6 All Program Benefits materials, including, without limitation, all advertising banners, photographic materials, recordings, video, sound, and any other form of intellectual property provided to You by ADMINISTRATOR as part of this Program shall remain the property of ADMINISTRATOR and may not be copied or reproduced, altered, modified or changed, broadcast, distributed, transmitted or disseminated, sold or offered for sale in any manner, at any time anywhere in the World except as expressly authorized by ADMINISTRATOR in writing.

3.7 SoulCash is a service marks or trademarks of ADMINISTRATOR. All rights are reserved. Nothing herein shall be construed as a grant or assignment of any rights in any intellectual property owned by ADMINISTRATOR, including, without limitation, any of its trademarks or service marks.

4. SoulCash Benefits. For each person who becomes a subscriber to SoulCash Websites, and who has been tracked and verified by ADMINISTRATOR as a "referral" to one of the SoulCash Websites from Your Website, you will receive a referral fee or commission as set forth in the SoulCash website.

4.1 A "referral" from Your Website which entitles YOU to a referral fee or commission shall be defined as follows:

(i) A person who has been directed to one or more of the SoulCash Websites through the use of a hypertext transfer link residing on Your Website which is in the form of a banner ad or other promotional link which automatically connects any person who clicks on said banner ad or other promotional link to one or more of the SoulCash Websites, and which banner ad or other promotional link has been supplied to YOU by ADMINISTRATOR as part of the SoulCash Program; and

(ii) A person who after having been directed to one or more of the SoulCash Websites through the use of the hyperlink banner ad or other promotional link supplied to You by ADMINISTRATOR residing on Your Website has been converted into a subscriber by the operator of such sites;

4.2 You acknowledge and agree that You shall not be entitled to a commission or referral fee for any SoulCash Websites subscriber who you sent or referred to one or more of the SoulCash Websites in violation of the terms of this Agreement, or for any SoulCash Websites subscriber who does not fall within the terms of paragraphs 4.1 (i) & (ii).

4.3 You also acknowledge and agree that You shall not be entitled to a commission or referral fee from ADMINISTRATOR for any subscription which ADMINISTRATOR determines is the result of possible fraudulent activity. You further acknowledge and agree that ADMINISTRATOR shall have the right, in its sole and exclusive discretion, at any time to expand or modify what it determines to constitute possible fraudulent activity. Without limiting the foregoing, possible fraudulent activity shall include without limitation, the following circumstances or activities:

(i) Where there has been an attempt to put through a credit card with a bin number that is listed in a negative bin number database;

(ii) Where there have been sequential or multiple attempts to register or subscribe from a credit card using the same bin number and sequential or multiple number strings to complete the credit card number.

4.4 You acknowledge and agree that ADMINISTRATOR shall have the right to terminate the program at any time, for any reason, or for no reason at all, in its sole and absolute discretion.

4.5 All commissions and referral fees due and payable hereunder shall be payable in United States Dollars and shall survive termination of this Agreement.

4.6 The commissions or referral fees payable as part of the Program shall be listed www.soulcash.com, and ADMINISTRATOR reserves the right, in its sole and exclusive discretion, at any time to alter or modify the Program including the method and terms of all payment benefits to Participants. Any changes posted in the "Payout Details" link shall be binding upon all Participants, including you, immediately upon posting said changes at that link by ADMINISTRATOR. It shall be your sole obligation to check the "Payout Details" link to determine if there have been any changes in the Program.

5. No Joint Or Collaborative Venture; No Monitoring Or Control Of Your Content By Us. Nothing in this Agreement is intended by Us or You to create or constitute a joint or collaborative venture or partnership of any kind between You and Us, nor shall anything in this Agreement be construed as constituting or creating any agency, employment relationship, joint or collaborative venture or partnership between You and ADMINISTRATOR, its employees, agents or assigns.

5.1 You acknowledge and agree that We shall have no control nor ownership interests of any kind in Your business or Your Website.

5.2 You acknowledge and agree that You shall have no financial or other interest in ADMINISTRATOR or any property owned by ADMINISTRATOR, its affiliates, licensees, agents, successors or assigns.

5.3 You acknowledge and agree that Your relationship with Us shall be restricted to matters pertaining to the Program exclusively and shall be governed entirely by the terms and conditions of this Agreement.

5.4 You acknowledge and agree that We have no direct or indirect control over the content of performances or services, the manner of performances or services, or the time or duration of provision of performances or services by You on, at or in association with Your Website except as specifically set forth in this Agreement.

5.5 You further acknowledge that neither ADMINISTRATOR nor any employee, associate, agent, assign or successor of ADMINISTRATOR shall exert or provide any direct or indirect control over, monitoring of, supervision of, prior approval of, or review of the content appearing or otherwise distributed on, at or in association with Your Website, and that You shall be solely responsible for any legal liabilities or consequences resulting from the dissemination of that content on or through Your Website.

6. No Guarantees Or Warranties Of Any Kind. You acknowledge and agree that ADMINISTRATOR makes no guaranties or warranties of any kind with respect to the Program or materials provided by, through or in association with the Program, and all materials are provided to you "as is", and that use of Program and associated materials, including, without limitation is solely at Your risk. ADMINISTRATOR disclaims all warranties, either express or implied including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose, with regard to the Program and any and all materials of every kind supplied to You as part of this Program.

7. ADMINISTRATOR Limited Liability and Liquidated Damages. You acknowledge and agree that under no circumstances shall ADMINISTRATOR, its employees, independent contractors, licensees, authors, agents, representatives, assigns and successors be liable to You, or any other person or entity, for any direct or indirect losses, injuries or incidental or consequential damages of any kind (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) with regard to any link to any of the SoulCash Websites, or arising from or in connection with the use of the SoulCash Program materials, or due to any mistakes, omissions, delays, errors, interruptions in the transmission, or receipt of ADMINISTRATOR' services, content or Program materials, including without limitation any losses due to server problems or due to incorrect placement of HTML.

7.1 Notwithstanding the foregoing express limitations of liability, you acknowledge and agree that should ADMINISTRATOR, its officers, employees, successors, licensees or assigns be held liable to You for damages, injuries or losses of any kind, directly or indirectly resulting from Your participation in the Program, that the total dollar amount of liquidated damages for any and all of Your claims, injuries, damages or losses shall not exceed a total of ten dollars (\$10.00).

8. No Representations Of Success Or Profitability. You hereby confirm and acknowledge that You have unilaterally decided to enter an Internet service business and acknowledge that it is a high risk business. You further confirm, acknowledge and expressly agree that neither ADMINISTRATOR, any agent, licensee or representative of ADMINISTRATOR, nor any other person has at any time in the past, represented to You or has otherwise directly or indirectly communicated in any manner to You any guarantee, reassurance or any other communication of any kind regarding:

- (a) the potential profitability or likelihood of success of Your participation in the Program as set forth in this Agreement or otherwise;
- (b) the possibility or likelihood that use of any products and/or services provided by ADMINISTRATOR pursuant to this Agreement can or will result in the recoupment of any funds expended by You for the promotion of Your Website or any other purpose; or
- (c) the existence, nonexistence, size or any other characteristics of any market for any products or services which involve Your participation in the Program pursuant to this Agreement.

8.1 You expressly acknowledge and agree that the success any of its business endeavors which involve Your participation in the Program pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of advertising and promotion, Your administrative capabilities, etc., and that the ultimate success or failure of Your business rests with You and not ADMINISTRATOR. You further expressly agree not to raise any claim of any kind against ADMINISTRATOR or any of its licensees and You agree to hold ADMINISTRATOR harmless from any claim of loss to You directly or indirectly resulting from Your decision to participate in the Program pursuant to this Agreement.

9. No Monitoring Or Supervision Provided By Us. We shall not monitor, supervise or review, and shall not be responsible for any content appearing or otherwise distributed on, at or in association with Your Website including any content which You have received from Us. You assume the full and sole responsibility and liability for the decision to display or include content on Your website, to distribute or make the content available to the viewers of Your website in various geographical areas, and for all decisions relating to the manner in which You permit or restrict access to Your website.

10. Term And Termination Of Agreement. You acknowledge and agree that the term of this Agreement is at will, and this Agreement and/or the SoulCash Program may be terminated by ADMINISTRATOR, in its sole and exclusive discretion, at any time, without any advance notice and for whatever reason.

10.1 In the event that this Agreement or the SoulCash Program is terminated by ADMINISTRATOR, You shall be entitled to all unpaid commissions or referral fees earned by You prior to the date and hour of termination. However, You shall not be entitled to receive any commissions or referral fees for any "referrals" delivered or received by ADMINISTRATOR after the date and time of termination.

11. Entire Agreement; Modification; Assignment. This Agreement constitutes the entire agreement between You and ADMINISTRATOR with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral.

11.1 You agree that ADMINISTRATOR may from time to time, in its sole and exclusive discretion, modify the type and quality of benefits provided to You hereunder either with or without notice. Other terms and conditions may be modified by Us at any time upon e-mail notice to You or by posting at a SoulCash information web address location.

11.2 You agree that no modification of this Agreement by You, Your employees, representatives, agents, assigns or successors shall be enforceable of have any effect unless first reduced to writing and signed by ADMINISTRATOR' duly authorized representative.

11.3 You agree that no officer, employee or representative of You or ADMINISTRATOR has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement; and You acknowledge and agree that You have not executed this Agreement in reliance upon any such representation or promise.

11.4 You acknowledge and agree that the failure of ADMINISTRATOR to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder.

11.5 You agree that all promises, obligations, duties and warranties made by You in this Agreement are personal to You and that neither they nor any benefits hereunder may be assigned by You to any other person or entity.

11.6 You agree that ADMINISTRATOR may at any time, and without prior notice to you, freely assign all or part of its duties, obligations and benefits hereunder.

12. Arbitration; Choice of Law. Any and all disputes as to the interpretation of or any performance under this Agreement which are not first resolved informally, shall be determined by binding arbitration in Phoenix, Arizona in accordance with the rules of the American Arbitration Association. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall be limited only by the statutory and common law of the State of Arizona and the United States.

13. All Provisions Of This Agreement Not Deemed Unenforceable Shall Survive Any Unenforceable Provisions. 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 unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

14. This Agreement Shall Be Deemed To Be Mutually Drafted. For purposes of construction of this Agreement, both ADMINISTRATOR and You shall be deemed to have mutually drafted this Agreement and all parts thereof.

15. Review By Your Attorney. We strongly advise that You review this Agreement with Your attorney before You enter into it. You acknowledge and agree that nothing herein and no statement by Us or any employee, representative, agent or other person associated with Us has in any way prevented or inhibited You in any way from seeking such advice prior to entering into this Agreement. You hereby acknowledge and agree that the terms of this Agreement are reasonable and fair; all terms have been fully disclosed in writing, and that You have been given a reasonable chance to seek advice of independent counsel with respect to this Agreement and all transactions associated herewith.

16. Acceptance And Execution Of This Agreement. By CLICKING ON THE "I ACCEPT" BUTTON on the signup form, and by supplying ADMINISTRATOR with all the required information to sign You up to the SoulCash PROGRAM, You are acknowledging that You agree to all of the terms, conditions, promises, warranties, duties and obligations set forth in the above Agreement.

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