

THE EXCHANGE SERVICE AGREEMENT

The Exchange Service Agreement ("Agreement") is made effective as of the last date executed below, by and between the paying subscriber (and/or owner of the horse if subscriber is not the owner) (collectively referred to herein as "Subscriber"), and Eohippus, LLC ("Eohippus"), for the services rendered as part of The Exchange Equine Marketing Service ("Service") or The Exchange Equine Marketing Campaign ("Campaign").

RECITALS

The parties recite and declare:

- A. Eohippus conducts a multi-media advertising business for the sale of horses by their owners or owner's authorized representatives.
- B. Subscriber represents he or she is either the owner of the horse, or is authorized by the horse's legal owner to speak on their behalf and make decisions in regards to the marketing of the horse for sale.
- C. Subscriber desires to arrange for the advertisement of his/her/its horse listed on the Campaign Registration attached to and made a part of this Agreement.
- D. Eohippus has agreed to undertake the advertisement of Subscriber's horse pursuant to the terms set forth in this Agreement.

In consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

SECTION ONE: DISCLAIMER OF GUARANTEES AND WARRANTIES

Eohippus does not guarantee the sale or lease of Subscriber's horse or any other product or service advertised through Eohippus. Horses listed with Eohippus are offered for sale by their owners, trainers and/or agents, and not by Eohippus. Advertising copy is taken from descriptions given by Subscriber, is not verified by Eohippus, and Eohippus is not responsible for any erroneous or misleading information. Eohippus makes no representations or warranties of any kind, express or implied, in terms of the correctness, accuracy, reliability, or otherwise, of any Material or Material content on Eohippus website or in any media produced by the Service. EOHIPPUS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Eohippus is not liable for any interruptions in the use of Eohippus website or the other services provided by Eohippus.

SECTION TWO: LICENSING

Eohippus does not claim ownership of any content Subscriber's submit or make available for inclusion in advertising. However, with respect to content Subscriber submits or makes available for inclusion, Subscriber grants Eohippus the following world-wide, royalty free, and non-exclusive licenses(s), as applicable:

The license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such content solely for the purposes of promoting Eohippus or the Service to which such content was submitted or made available. This license exists in perpetuity.

SECTION THREE: SUBMITTED MATERIALS

All text, images, photos, video, or other material (collectively "Material") submitted to the Service are solely the responsibility of the Subscriber whether submitted by Subscriber or other third party. Subscriber is entirely responsible for each individual item of content in the Material submitted to the Service. Eohippus reserves the right to refuse to publish, in its sole discretion, any Material that violates any provision of this Agreement or is or may be otherwise objectionable to Eohippus or other third party. Subscriber represents that he/she/it is fully authorized and licensed to use the entire contents of the Material submitted to the Service including, but not limited to: names, portraits, and/or photographs of persons and/or animals, any copyrighted material, any testimonials. If Subscriber provides contact information for buyer's interested in Subscriber's horse or services, Eohippus is not responsible for any misuse of this information. It is Subscriber's responsibility to notify Eohippus to remove Subscriber's advertising from the Service upon sale or transfer of the horse. In the event of an alleged fraud related to Subscriber's Material, Eohippus reserves the right to remove or not remove the Material from the Service.

Due to the timely nature of video production, Subscriber acknowledges that Eohippus cannot provide proofs of Subscriber's video advertisement prior to DVD Video Catalog distribution. If any element of the video submitted to the Service is not approved by the Subscriber for use in advertising the Subscriber must attach a written notice to the media that clearly describes what footage is acceptable for use and what is not.

SECTION FOUR: SUBSCRIBER REPRESENTATIONS AND WARRANTIES

Subscriber agrees to provide true, accurate, current, and complete information about themselves and the horse as prompted by The Exchange Fact Sheet and keep this information true, accurate, current, and complete during the term of this Agreement. If Subscriber provides untrue, inaccurate, not current, misleading, or incomplete information, or Eohippus has reasonable grounds to suspect that such information is untrue, inaccurate, not current, misleading, or incomplete, Eohippus has the right to suspend or terminate Subscriber's account and registration to the Service, and refuse any and all current or future use of Eohippus's services.

Subscriber represents and warrant that he/she/it owns all the rights, title, and interest in and to any intellectual property in any Materials submitted by Subscriber. Subscriber represents that he/she/it is of legal age and capacity to enter into this Agreement and be bound by all its terms and conditions. Subscriber represents that he/she/it is legally entitled to sell the subject horse, or has been authorized by the person legally entitled to sell the horse to speak on their behalf and to make decisions related to the marketing of the horse for sale. Subscriber represents the horse is not subject to any liens, encumbrances, or other claims restricting or in any way limiting the Subscriber's right to sell the subject horse(s) through the Service or any other method.

SECTION FIVE: BUYER SCREENING

Subscriber agrees to allow Eohippus to screen non-professional interests in Subscriber's horse as the Service uses this information to track the success of advertisings placed as well as to validate the suitability and legitimacy of potential buyers before introducing them to the Subscriber. Subscriber agrees to release and hold harmless Eohippus for any damage, injury, loss, or other claims by Subscriber or any third party relating to or arising out of the termination of this Agreement by either party.

SECTION SIX: BUYER'S CONDUCT

Eohippus is not responsible for the actions of buyers referred to Subscriber by or through the Service. If there is a dispute between Subscriber and a buyer, or between Subscriber and any other third party, Subscriber understands that Eohippus may participate in facilitating a resolution, however, Eohippus is under no obligation to do so and has no liability, financial or otherwise, for any voluntary or involuntary dispute resolution between these parties.

SECTION SEVEN: PAYMENT

Payment terms for the Service are provided on the Registration document and further discussed in Section Nine of this Agreement. Subscriber must provide a valid credit card at Registration for all charges, and maintain that credit card in good standing for the duration of the Agreement. The Loading Fee is charged to the credit card provided by Subscriber when production of marketing begins. The Loading Fee is non-refundable and is required to activate subscription to the Service. Subscription Fees are automatically processed to the credit card registered with the Service on the fifth (5th) day of each month for all horses with active Campaigns. All payments must be received from Subscriber prior to production, placement or distribution of advertising.

SECTION EIGHT: DEADLINES

Eohippus is not responsible for advertising deadlines missed due to delayed or tardy receipt of advertising materials from the Subscriber. The Subscriber acknowledges the Service's ability to meet advertising deadlines is predicated upon the Subscriber providing all information and materials necessary for advertising.

SECTION NINE: TERMINATION AND REFUND

Subscriber agrees to commit to a six (6) month subscription to the Service as part of the Campaign. Successful sale of a horse registered in a Campaign, through the Service or otherwise, releases Subscriber from the future payment commitments of that Campaign, but no refunds will be issued. Subscriber must notify Eohippus of a horse's sale in writing by the fifteenth (15th) day of any month to avoid the following month's Subscription Fees. Upon completion of the six (6) month Campaign commitment Subscriber may terminate this Agreement for any reason and with proper notice as described above. Requests by the Subscriber for early release from Campaign commitments for reasons other than sale of the horse must be made in writing, but Eohippus is under no obligation to grant any such request. This Agreement is not assignable and may be terminated by Eohippus at any time for any reason whatsoever with no refund of the Loading Fee or Subscription Fees remitted and no further obligations by Eohippus or Subscriber. Subscriber will not be refunded the Subscription Fee paid for the month of the date of the notice of termination. Subscriber agrees to release and hold harmless Eohippus for any damage, injury, loss, or other claims by Subscriber or any third party relating to or arising out of the termination of this Agreement by either party.

SECTION TEN: GOVERNING LAW/STATUTE OF LIMITATIONS

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the federal or state court in Lake County, Illinois. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. The parties agree that any and all claims and/or causes of action for breach of contract, property damage, injury, death, or other claims or losses under this Agreement must be brought within one (1) year of the date they accrue regardless of any statute or law to the contrary.

SECTION ELEVEN: LIMITATION OF LIABILITY

EOHIPPLUS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, IN PARTICULAR, EOHIPPUS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE EXCHANGE EQUINE MARKETING CAMPAIGN, THE EXCHANGE EQUINE MARKETING SERVICE, THE WEBSITE, OR OTHER SERVICES, OR THE INFORMATION CONTAINED THEREIN, WHETHER SUCH DAMAGES ARE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF THE EXCHANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION TWELVE: INDEMNIFICATION

Subscriber agrees to indemnify and hold Eohippus, its owners, parents, members, subsidiaries, affiliates, directors, officers, assigns, employees, independent contractors, and other service providers, harmless from any claim, demand, damage, liability, cost, or expense, including reasonable attorney fees and costs, that Eohippus is required to pay any third party as a result of, relating to, or arising out of Subscriber's representations to Eohippus, Material and/or Material content, Subscriber's breach of this Agreement, including, but not limited to, trademark or copyright infringement, trade secret or patent rights or right of publicity or privacy violations, or any other Subscriber conduct, or conduct of third party acting on behalf of Subscriber, acting at Subscriber's request, or otherwise acting in regard to the sale of Subscriber's horse, with or without Subscriber's knowledge or consent.

SECTION THIRTEEN: NO RESALE OF SERVICE

Subscriber agrees not to sell, resell, or offer for any commercial purposes, any portion of The Exchange Equine Marketing Campaign, Eohippus website, or any of the Service related Material or Material content.

SECTION FOURTEEN: TRADEMARKS

The Exchange logo and other Eohippus trademarks including The Exchange Video Catalog, Service marks, and product and service names are Eohippus trademarks or registered trademarks in the United States. All other names and designs may be trademarks of their respective owners. Subscriber may not display or use Eohippus trademarks unless otherwise agreed to in writing between the parties.

SECTION FIFTEEN: NO WAIVER

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION SIXTEEN: ATTORNEY FEES

In the event that any action is filed in relation to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees incurred in the enforcement of this Agreement.

SECTION SEVENTEEN: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION EIGHTEEN: ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. Subscriber agrees that no joint venture, partnership, employment, or agency relationship exists between Subscriber and Eohippus as a result of this Agreement, Eohippus Equine Marketing Campaign, use of the website, or other Eohippus services.

SECTION NINETEEN: MODIFICATION OF AGREEMENT

Eohippus reserves the right to modify this Agreement at any time with or without notice and Eohippus shall not be liable to Subscriber or any third party for any such modification. Subscriber agrees to release and hold harmless Eohippus for any damage, injury, loss, or other claims by Subscriber or any third party relating to or arising out of the modification of this Agreement by Eohippus.

SECTION TWENTY: PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION TWENTY-ONE: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

In witness of the above, each party to this Agreement has caused it to be executed on the date indicated below. Subscriber signing below represents and warrants that he/she is 18 years of age or older and has complete legal authority to enter into this Agreement for the sale of the subject horse without restrictions or limitations. Subscriber agrees he/she is entering into this Agreement at his/her own free will, voluntarily, and not under undue influence or duress by Eohippus.

Subscriber Signature: _____

Dated: _____

Printed Name: _____

EOHIPPLUS, LLC and THE EXCHANGE

Dated: _____