

AFFILIATE PARTNER AGREEMENT

Dated: June 1, 2020

Thank you for your interest in Realeflow's Affiliate Partnership Program. The following agreement describes our business relationship and how we will work together in our affiliate partnership. Like any other legal contract, this is full of the typical 'legalese'. To make it as simple as possible for you, here are the key points of the Agreement –

1. We will pay you commission on products & subscriptions as defined in the PartnerStack Rewards section.
2. We will pay you based on the net revenue collected – all revenue collected minus returns.
3. We will pay you on the 13th of each month for net revenue collected the month prior.
4. We will give you the marketing materials to help you market and sell our products.
5. Everything will be administrated through PartnerStack including tracking, reporting and payouts.
6. Market and sell the right way. Abide by laws. Don't be evil.

Now for the 'legalese' -

This Affiliate Partner Agreement (the "Agreement") is made by and between Realeflow LLC, a limited liability company organized and existing under the laws of the State of Ohio ("Realeflow"), and you (the "Affiliate").

DEFINITIONS

"Affiliate Partner Program" refers to our affiliate program as described in this Agreement.

"Commission" means the net amount earned by the Affiliate for each Eligible Customer Transaction.

“Eligible Customer Transaction” means transactions by the Affiliate customer(s) that are eligible for Commission. Customer Transactions that are eligible for Commission payments include Product Subscription fees (Annual or Monthly), and Product Feature Upgrades (Leadpipes Premium, Leadpipes AI, Online Courses).

“EULA” refers to the Product’s End User License Agreement signed by customers during the activation process.

“Ineligible Customer Transaction” means transactions by the Affiliate customer(s) that are not eligible for Commission. Customer Transactions that are ineligible for Commission payments include but are not limited to In-Product Transaction Fees (Direct Mail, Mobile Tracking Numbers, Probate Subscriptions, Probate Credits, Domain Name Registrations, Domain Name Renewals, Skip tracing Credits and Fees), Coaching/Education referrals, Home Improvement related commissions, and Financing referrals.

“PartnerStack” refers to the service that Realeflow utilizes to track Affiliate customer signups and to compensate Affiliate partners per the terms of this Agreement.

“Net Revenue” refers to the total amount collected by Realeflow from an Affiliate’s customer(s) minus any returns, refunds and/or taxes

“The Product” refers to Realeflow CRM and Flipcomp of which Realeflow is the owner, developer, proprietor and service provider.

“Termination Date” refers to the date this Agreement is no longer in effect.

ARTICLE I - LICENSE

1.1. Effective as of the date of this Agreement, Realeflow grants to the Affiliate a free, non-exclusive, non-divisible, non-transferable limited license or right to promote, advertise, market and sell the Product. The Affiliate hereby accepts and undertakes to exercise reasonable diligence in marketing the Product using its best efforts, expertise, goodwill and customer lists.

1.2. Realeflow’s granting to the Affiliate of the free, non-exclusive, non-divisible, non-transferable limited license or right to promote, advertise, market and/or sell the Product is subject to privacy policy of the Product and subject to the user/customer’s right to cancel at any time.

1.3. Realeflow’s granting to the Affiliate of the free, non-exclusive, non-divisible, non-transferable limited license or right to promote, advertise, market and/or sell the Product will be only for so long as this Agreement remains in effect. If this Agreement

is terminated for any reason whatsoever, the Affiliate shall immediately stop marketing the Product.

1.4. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the parties hereto. The Affiliate shall always be deemed to be an independent contractor and not agent, co-owner or partner.

ARTICLE II - DUTIES AND COMPENSATION

2.1. The Affiliate agrees to apply its best sales and marketing efforts by correctly promoting the Product to its customers and prospects.

2.2. The Affiliate agrees that in order to receive credit for a customer, they must use the tracking link provided by Realeflow through the PartnerStack platform. The Affiliate acknowledges that cookies used as part of the Affiliate Partner Program have a ninety (90) day duration. If a potential customer clears their cookies during this period, Realeflow shall not be liable for any Commissions that would have been owed to the Affiliate. The Affiliate also acknowledges that in the event a customer clicks on two or more competing referral links from different affiliate programs, the most recent click will receive credit as the referral source of that customer.

2.3. Realeflow agrees to maintain, service and support the Product daily by providing professional hosting, maintenance and support services (Monthly Support) to all users and customers legitimately generated through the Affiliate's efforts. All services will be provided in a reasonable and timely manner.

2.4. Realeflow will deliver the Product to customers via access to its website(s). Affiliate understands that all customers will have to 1) complete the necessary activation forms and 2) read, complete and sign the electronic EULA for a customer to become an active Realeflow customer.

2.5. Realeflow will compensate Affiliate with a Commission on all Net Revenue collected for Eligible Customer Transactions as defined by the PartnerStack Rewards section.

2.6. Realeflow will make Commission payment according to the PartnerStack Rewards and Payouts terms. To summarize, from the 1st to the final day of a month you will earn and accrue commission. On the final day of the month, we will receive a list of your pending commission. We will have until the 13th of each month to approve or decline your commission payments as warranted. Commissions will be available for cash out on your Rewards & Withdrawals page around the 13th of the following month. Note: Affiliate must have at least Seventy-Five Dollars (\$75) in Commission earned in order to cash out.

For more details please visit: <https://support.partnerstack.com/hc/en-us/articles/360009501113-Payouts-101>

ARTICLE III - MARKETING MATERIALS

3.1. Affiliate may advertise, demonstrate and distribute, market and sell the Product in any commercially reasonable manner which it, in its sole discretion, deems appropriate except that Affiliate shall comply with all laws then in effect. Realeflow will provide to Affiliate via the PartnerStack portal, authorized marketing materials for use by the Affiliate.

3.2. Affiliate will permit duly authorized representatives of Realeflow to review with Affiliate, at reasonable times, all the methods in which the Affiliate advertises, markets and sells the Product.

3.3. Affiliate will use Realeflow's materials and trademark (i) without alteration unless approved by Realeflow; and (ii) only in connection with the Affiliate Partner Program and this Agreement.

3.4. Affiliate will not use Realeflow's materials and trademark (i) in a misleading or disparaging way; (ii) in a way that implies we endorse, sponsor or approve of your services or products; and (iii) in violation of applicable law or in connection with obscene, indecent, or unlawful topic or material.

3.5. Affiliate grants Realeflow permission to use Affiliate's trademark and/or name for the purposes of promoting Realeflow's Affiliate Partner Program. Any other utilization of Affiliate's trademark and/or name requires written permission by the Affiliate.

ARTICLE IV - CONFIDENTIALITY

4.1. Any expertise or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by Affiliate to Realeflow with respect to the services performed is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside Realeflow's organization without the express authorization of Affiliate unless the Confidential Information has been made generally available to the trade. Furthermore, disclosure to Realeflow of the Affiliate's users/customers of the Product shall give Realeflow the right to communicate in any manner it sees fit with those Realeflow users/customers.

4.2. Any expertise or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by Realeflow to Affiliate or its agents, contractors or promoters (hereafter "organizations") is acknowledged and

agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside the Affiliate's organization without the express authorization of Realeflow unless the Confidential Information has been made generally available to the trade. Affiliate will take all reasonable steps to protect such information and prevent its disclosure by any deliberate, inadvertent or illicit means of disclosure.

ARTICLE V - TERM & TERMINATION

5.1. Except as otherwise provided herein, this Agreement and any written amendments thereto shall remain in full force and effect as long as the Affiliate properly participates in the Affiliate Partner Program.

5.2. Either or both the Affiliate and Realeflow may terminate this Agreement on fifteen (15) days written notice to the other party with or without cause. All Commission earned by the Affiliate will be paid subject to section 2.5 up to Termination Date. After termination, no further Commission will be earned, and the Affiliate will forfeit any ongoing Commission due past Termination Date.

5.3. If we update or replace the terms of this Agreement, Affiliate may terminate this Agreement on five (5) days written notice to us after receiving notice of update or replacement of terms.

5.4. If there is a material breach of this Agreement, the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within thirty (30) days of the delivery of written notice of the breach. If the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within the thirty (30) days of the delivery of written notice, then the notice shall be of no further force or effect and this Agreement shall not be terminated by such notice.

ARTICLE VI - WARRANTIES AND INDEMNITY

6.1. Neither party makes any warranties with respect to the use, sale or other transfer of the Product by the other party. In no event will Realeflow be liable for direct, indirect, special, incidental, or consequential damages that are in any way related to the Product. Realeflow specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability as to the Product. Realeflow assumes no liability to the Affiliate or third parties with respect to the services rendered by Affiliate.

6.2. Affiliate will indemnify, defend and hold Realeflow harmless, at Affiliate's expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Partner Program, (b)

our use of the prospect data you provided us, or (c) your noncompliance with or breach of this Agreement. We will: notify Affiliate in writing within thirty (30) days of our becoming aware of any such claim; give Affiliate sole control of the defense or settlement of such a claim; and provide Affiliate (at Affiliate's expense) with any and all information and assistance reasonably requested by Affiliate to handle the defense or settlement of the claim. Affiliate shall not accept any settlement that (i) imposes an obligation on Realeflow; (ii) requires Realeflow to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Realeflow without our prior written consent.

ARTICLE VII - GENERAL PROVISIONS

7.1. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Such written agreement and any waiver, change, modification, extension may be signed in multiple parts.

7.2. Non-Solicitation. The Affiliate agrees not to intentionally solicit for employment any of Realeflow employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement.

7.3. Severability. The invalidity or unenforceability of any one provision hereof shall in no way affect the validity or enforceability of any other provision.

7.4. Choice Of Law And Venue. The parties to this agreement acknowledge that it is to be governed and construed under the laws and jurisdiction of the State of Ohio and any litigation arising from this agreement or relationship shall be commenced in Cuyahoga County, Ohio. In interpreting this agreement, the presumption that contracts are to be construed against the drafter shall not be applicable.