



Referral Program Details

This document contains details on becoming a PeopleVine referral partner and links to material to begin to understand the platform's capabilities.

Important Links

Start with the following links to learn more about the platform:

- www.peoplevine.com to learn more about the platform
- www.peoplevine.com/decks for general overview decks
- www.peoplevine.com/page/sales-sheets to download PDFs on our different major components
- www.composeapi.com and click on PeopleVine to gain access to over 400 API methods
- support.peoplevine.com to find help tutorials to see how to use PeopleVine
- www.peoplevine.com/register to join our newsletter to learn more as we grow
- control.peoplevine.com to view our control panel (username: demo password: demo)
- developer.peoplevine.com to view the developer portal

Becoming a Referral Partner

As a referral partner you will receive a commission on all accounts you bring to PeopleVine. A referral must be pre-qualified to ensure they have a need for PeopleVine services and will not count if they are cold-calls or have not been introduced to the PeopleVine platform by your team.

You will earn a 10% commission (up to \$1,000) for client services and 25% of the 1st months licensing fee (if payment other than monthly, it will be fractioned into months) on all referrals you bring to PeopleVine. All payments are made no more than 120 days after the client pays.

Referral Partnership Agreement

By accepting this agreement, your company will become an official PeopleVine Referral Partner of the PeopleVine platform and agrees to be bound by the following terms:

Partner A partner is defined as a company or individual who has the necessary skillset to introduce people to the PeopleVine platform and refer business to PeopleVine. A partner is provided with commission and training opportunities that are only available to approved referral partners. To become a partner you must be approved by PeopleVine and listed within the PeopleVine directory located at <http://www.peoplevine.com/directory/partners>.

Independent Contractor Status Partner represents that he/she is and wants to be an Independent Contractor providing referral services. It is agreed that there will be no employer/employee relationship between Company and Partner. The parties agree that nothing contained in this Agreement shall be construed to create any employment relationship between Company and Partner.



Partner acknowledges and understands that as an independent contractor he/she is responsible for payment of all federal and state taxes including but not limited to income taxes, FICA and self-employment taxes. Partner understands that if needed, it is his responsibility to obtain professional advice and assistance to comply with laws and regulations applicable to independent contractors. Contractor acknowledges and understands that he/she does not qualify for minimum wage or overtime pay and that Company provides no benefits such as health insurance, unemployment insurance, or worker's compensation insurance.

Confidentiality, Non-Compete and Non-Solicitation A partner is responsible for signing a non-disclosure, non-compete and non-solicitation Agreement and must keep any and all documents, code samples, marketing material and other related documents confidential as they are proprietary to PeopleVine and the platform.

Plans Our standard pricing plans are detailed in the Partnership Program Details and may change over time. As a partner, you will earn commission on the exact amount paid by client.

Commission Partners who simply refer clients to PeopleVine will earn a 10% commission (up to \$1,000) for client services and 25% of the 1st months licensing fee (if payment other than monthly, it will be fractioned into months) on all referrals you bring to PeopleVine. All payments are made no more than 120 days after the client pays. You are responsible to refund any commission for clients who have disputed and/or reversed the charges.

Training We invite you to join our group training sessions to understand what PeopleVine offers to our clients.

Branding We encourage you to share that you are a Certified Partner of PeopleVine and leverage our logo and material on your web site, marketing material and even business card. You can gain access to this material by visiting <http://gopv.us/@partner>. Here you will also find raw versions of our marketing materials to customize with your branding.

Limits of Authority Partner shall not, without prior written approval from an authorized representative of PeopleVine, incur any expense or obligation in the name of PeopleVine.

Assignment The rights in this partnership agreement may not be assigned without the prior written consent of PeopleVine.

Indemnification Partner will defend, indemnify and hold PeopleVine and its officers, directors, employees, contractors, Affiliates and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, damages (including reasonable attorneys' costs and fees) and judgments (or settlements to which Partner consents) related to any default or breach or alleged default or breach of this Agreement or any other act or omission by Partner relating to its role under this Agreement based on (i) Partner's failure to comply with applicable laws, rules or regulations; or (ii) any actual or alleged negligent act or omission, willful misconduct or strict liability of Partner. Partner will provide PeopleVine with reasonably prompt notice of claims, permit PeopleVine through mutually acceptable counsel to answer and defend claims, and provide PeopleVine with reasonable information and assistance to help PeopleVine defend claims at PeopleVine's expense. PeopleVine has the right to employ separate counsel and participate in the defense of any claim at its own expense. If PeopleVine decides to do this,



Partner and PeopleVine will work together in good faith to reach decisions about which both parties agree. Partner must have PeopleVine's written consent before settling any Partner claim or publicizing any settlement. PeopleVine will not unreasonably withhold its consent.

Limited trademark license The PeopleVine marks include the trademarks, logos and symbols and may only be used to resell the PeopleVine services. This agreement gives the company a nonexclusive and nontransferable, limited, royalty-free license to use the Marks.

Disclaimer of Warranties EXCEPT AS PROVIDED HEREIN, MICROSOFT EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. OTHERS THAT MAY BE INCLUDED ARE LACK OF VIRUSES, QUIET ENJOYMENT, SCOPE OF LICENSE, LACK OF ERRORS, SATISFACTORY CONDITION OR QUALITY. THE DISCLAIMER ALSO INCLUDES ANY IMPLIED WARRANTY OR CONDITIONS ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE

Waiver A. The waiver by either party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by either party hereto.

B. The parties agree to waive their right to a jury trial in the event of any dispute or disagreement between them including but not limited to any dispute related to this Agreement, the relationship between the Parties, or the services provided by Partner.

Binding Effect This Agreement shall be binding upon and inure to the benefit of Partner, its successors and assigns. This Agreement is personal as to Partner and may not be assigned by Partner without first obtaining the written consent of PeopleVine.

Interpretation This Agreement shall be construed according to its fair meaning and not strictly for or against any party. Should any provision in this Agreement be held unenforceable, illegal or invalid, it shall not affect the validity or enforceability of any other provision. The descriptive headings in this Agreement are for convenience only and do not constitute part of this Agreement.

Severability If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.

Entire Understanding Partner represents that no promise or inducement has been offered except as stated in this Agreement and that this Agreement is signed by him/her without reliance upon any statement or representation made by PeopleVine that is not contained in this Agreement. This Agreement contains all of the agreements and understandings between the parties relating to the subjects addressed herein and replaces and supersedes any existing or prior agreements between the parties relating to the subjects identified herein. This does not replace any NDA's, non-competes, non-solicitation agreements or the PeopleVine License



agreement. This Agreement may only be changed, amended or modified by a writing signed by the party or parties against whom enforcement is sought.

Notices May be provided either by electronic or physical mail.

For PeopleVine

222 Merchandise Mart Plaza Suite 1212

Chicago, IL. 60654

Email: Info@PeopleVine.com

For Partner

Email: _____

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that any litigation relating to this Agreement or the relationship between the parties shall take place in an Illinois court located in Cook County, Illinois which is the county where Company's principal place of business is located.

Survival of Promises All agreements made by Partner which continue after the Termination Date, shall survive termination or expiration of this Agreement and remain in full force and affect.

I agree to the terms set forth in this partnership agreement and fully understand that being a partner of PeopleVine is at my own will and may be terminated at any time as deemed necessary by the PeopleVine team.

X _____
Partner Signature Date

Partner Company Name Your Name Title

X _____
PeopleVine Executive Signature Date