

Find RFP Marketing Partnership Agreement

This Marketing Partnership Agreement ("Agreement") contains the complete terms and conditions that apply to an individual's or entity's participation in the Find RFP marketing program ("Program"). As used in this Agreement, "we", and "FindRFP.com" means the website FindRFP.com and its operator, Find RFP, Inc. (Find RFP), and "you" means the individual or entity which applied as the "beneficiary" for payment purposes on our sign up form ("Partner Registration Form") as submitted at the Site, or as printed and faxed to 267-295-8085.

1. General

1.1 By marketing to and referring new subscribers to Find RFP through a link, you agree to be bound by all the terms and conditions set out in this agreement. We will become counter-party to this agreement.

1.2 If you do not wish to accept all the terms and conditions of this agreement, you must not promote Find RFP.

1.3 Your participation in the Program is subject to Find RFP approval; such approval may be withheld by Find RFP in its sole discretion.

2. Definitions

2.1 "Site" means the FindRFP.com website located at <http://www.FindRFP.com> and its related sites sharing the same database.

2.2 "Subscriber(s)" means a Find RFP account opened at the Site by a person, via a Link assigned to you, during the term of this Agreement. The term "Subscriber(s)" excludes a person (or account), other than you, that is identified (either at the time the account was opened or afterwards) as (i) a partner of Find RFP or (ii) a member of another association with which Find RFP has partnership agreement. If the same person (or account) is identified as a member of multiple associations, all of which having partnership agreement with Find RFP, we will recognize only the first association which refers the person (or account) to Find RFP. We reserve the right to honor the requests of the Subscriber regarding his/her association identification.

2.3 "Link(s)" means the unique Tracking URL that we provide exclusively to you, through which we track and calculate Marketing Fees.

2.3.1 "Tracking URL" means a unique hyperlink to the Site through which you refer potential Subscribers to the Site. When the Subscriber opens his/her account, the system automatically logs the Tracking URL and records you as the marketer.

2.4 "Banners and Text Links" means the graphical artwork or text that you use to hyperlink Subscribers from your site to the Site.

2.5 "Gross Revenue" is calculated as the sum total of all Subscribers' fees paid to Find RFP, Inc., net any credits, bonus or promotional amounts given to Subscribers, chargebacks, charge card processing fees, or any uncollectable revenue attributable to the Subscriber.

2.6 "Marketing Fee" is the amount due and payable to you, based solely on our system's data, based on a percentage of the Gross Revenue generated by Subscribers.

2.7 "Spam" or "Unsolicited Promotions" means emails or any other messages that are circulated by you, directly or indirectly, which: 1), contain false or misleading statements; 2), do not truthfully identify the source or the originating IP Address; or 3), do not provide the recipient with an option to easily "Remove" them from receiving future mailings or promotions.

2.8 "Misrepresentation" means advertising or other messages that contain misleading or false statements about Find RFP service or your relationship with Find RFP Service. Your message shall accurately describe Find RFP service, clearly identify Find RFP as the service provider, and the fact that Find RFP is not owned or controlled by you.

2.9 "Fraud Traffic" means traffic generated at the Site through illegal means or in bad faith with the intent to defraud Find RFP, regardless of whether or not it actually causes us harm. Fraud Traffic includes but is not limited to Spam, false advertising, payment made on stolen credit cards, collusion, manipulation of the Find RFP service/system, or promotions and any other unauthorized use of any third party accounts, copyrights or trademarks.

3. Terms and Conditions

3.1 Identity and Disclosure. You must provide true and complete information to us at all times; including but not limited to, your identity, contact information, payment instructions, nationality, residency, location and nature of your marketing activities, and any other information that we may request from time to time.

3.2 Non Assignment. This Agreement and the rights and obligations hereunder may not be assigned by you without our express written consent. Links are for your sole use and are not to be assigned to others without our written consent. If the Links are distributed or used for purposes not disclosed to Find RFP prior to such use, then Find RFP may, at its option, cancel or void the Link and withhold any Marketing Fees associated with such use.

3.3 Marketing Activities and Responsibilities. You will, at your own cost and expense, market to and refer Subscribers to the Site. You will be solely responsible for the content and manner of your marketing activities. All marketing activities must be professional, proper and lawful under applicable rules or laws. You represent and warrant that you will not place Banners or Text Links to us on any website, or use any media or medium, which is libelous, discriminatory, obscene, unlawful or otherwise unsuitable.

3.4 Approved Marketing Materials. During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use our logo, trademark and other copyrighted promotional materials for the sole purpose of marketing to and referring Subscribers to the Site. You must submit all promotional materials, including but not limited to emails, web site pages, press releases, print advertising, and direct mail pieces, for written approval by emailing a copy to Find RFP at "partnership@findrpf.com" or by fax at 267-295-8085, Attention: PARTNERSHIP PROGRAM. The use of unauthorized materials shall constitute a material breach of this Agreement. If you use marketing materials not approved by Find RFP, we may, at our discretion, forfeit any and all Marketing Fees due to you.

3.5 Good Faith Marketing. You will not knowingly or unknowingly benefit from any known, unknown, suspected or unsuspected Spam, Misrepresentation, or Fraud Traffic (collectively, "Fraudulent Activities"). We reserve the right to withhold or back out amounts generated by Fraudulent Activities from Marketing Fees on the Links, regardless of whether you participated in or knew about the Fraudulent Activities. In the event you knowingly participate in, or knowingly benefit from, Fraudulent Activities, then we may terminate this Agreement effective immediately and forfeit any and all Marketing Fees due to you, regardless of whether or not it actually causes us harm. You acknowledge that Fraudulent Activities or other improper activities may give rise to irreparable injury to Find RFP, which is inadequately compensable in

damages. Accordingly, you agree that Find RFP shall be entitled to obtain injunctive relief against you to prevent such activities. Find RFP may pursue any and all other rights and remedies available under applicable laws.

3.6 Subscriber Information. By opening an account at the Site, Subscribers will be subject to all of our rules, policies and operating procedures that govern their activity at the Site. We reserve the right to refuse service to any potential Subscriber and to close the account of any Subscriber, at any time, in our sole discretion. All data relating to the Subscribers will remain our sole and exclusive property.

3.7 Non-Solicitation and Non-Competition. You shall not solicit, divert, or take away, or attempt to divert or to take away, the business or patronage of any clients from Find RFP, nor shall you set up in business as a direct competitor of Find RFP during the term of the Agreement and for a period of three (3) years following the expiration or termination of this Agreement. You agree to pay Find RFP the greater of \$1,000,000 and the actual damages incurred by Find RFP as a result of your violation of this paragraph.

4. Reports & Payments

4.1 Reports. We will track and report Subscriber activity for purposes of calculating your Marketing Fees. The form, content and frequency of the reports may vary from time to time in our sole discretion. This information will be available to you online in real time, under password protection, to view the daily number of new Subscribers and/or Gross Revenue.

4.2 Time of Payment. Marketing Fees will be paid and sent out to you within thirty (30) days of the close of each calendar month, except that, if the total amount due is less than \$100, the balance will be carried over and added to the next month's Marketing Fees until the total amount is more than \$100.

4.3 Method of Payment. All payments will be due and payable in United States Dollars only. Payment will be made by check via first class mail. Charges for courier charges for checks will be covered by you and deducted from your Marketing Fees.

4.4 Subscriber Tracking. You understand and agree that potential Subscribers must link through a Tracking URL when they sign up in order for you to get credit. In no event, are we liable for your failure to use the right Links.

4.5 Disputes. Deposit of payment check or acceptance of other payment will be deemed full and final settlement of Marketing Fees due for the month indicated. Hence, if you disagree with the reports or amount payable, do not accept payment for such amount and immediately send us written notice of your dispute. Dispute notices must be received within thirty (30) days of the end of each month for which payment is made, or your right to dispute such report or payment will be deemed waived.

5. Term and Termination

5.1 Term and Termination. This Agreement will take effect when Find RFP approves your participation in the Program, or you start promoting the Site, whichever is later. This Agreement will be continuous until terminated pursuant to this Section 5.

5.2 Termination By You. You may terminate this Agreement, with or without cause, immediately upon written notice to us. In addition, you may cease marketing the Site any time you want.

5.3 Termination By Us. We may terminate this Agreement, with or without cause, immediately upon notice to you. Further, we may terminate this Agreement immediately, without notice, in the event that you breach this Agreement.

5.4 Effect of Termination: The following will apply upon the effective date of termination:

- (a) You will cease promotional activity and all rights and licenses given to you under this Agreement will terminate immediately, except as expressly stated herein;
- (b) You will return all confidential information and cease use of any of our trade names, trademarks, service marks, logos, banners and other designations of Find RFP;
- (c) We may leave open, redirect or deactivate any Links in our sole discretion without any obligation to pay you on new Subscribers who come in or would have come in on those Links;
- (d) We will pay you Marketing Fees for all Subscribers who signed up through the effective date of termination and on any Gross Revenue generated by these Subscribers in accordance with this Agreement; and
- (e) In the event we determine, in our reasonable discretion, that you knowingly participate in Fraudulent Activities, we may stop and forfeit your Marketing Fees; and in such case, we do not give up any other legal rights we have against you.

6. Liabilities

6.1 No warranties. We do not warrant that our system, network, software or hardware (or that provided to us by third parties) will be error-free or uninterrupted. We make no warranties, express or implied, with respect to the quality, merchantability, fitness for particular purpose or suitability of our system, network, software or hardware (or that provided to us by third parties). We (or our providers or underlying vendors) are not required to maintain redundant system(s), network, and software or hardware.

6.2 Billing and Collection Limitations. We may in our sole discretion, with or without notice, use any available means to block or restrict certain Subscribers to reduce the number of fraudulent transactions or for any reason whatsoever, including but not limited to address verification or negative and positive credit card databases. We do not guarantee or warrant the success of such fraud prevention efforts.

6.3 Liability Limitations. Our obligations under this Agreement do not constitute personal obligations of the directors, officers, employees or shareholders of Find RFP. Any liability arising under this Agreement will be satisfied solely from the revenues generated hereunder. Our liability is limited to direct damages, and in no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss).

6.4 Indemnification. You will defend, indemnify and hold us and our officers, directors, employees and representative harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees, resulting from or arising from, your breach of this Agreement.

7. Independent Investigation

7.1 independent investigation. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of marketing Find RFP and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

8. Miscellaneous

8.1 Notices. All notices pertaining to this Agreement will be given by email as follows: to us at partner@findrfp.com and, to you at address provided on the Partner Registration Form (or as subsequently updated by you to us in the event of change).

8.2 Relationship of Parties. There is no relationship of exclusivity, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this Agreement will be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.

8.3 Non Exclusive. You understands that we may at any time (directly or indirectly), enter into marketing terms with other marketers on the same or different terms as those provided to you herein and that such marketers may be similar, and even competitive, to you. You understand that we may redirect traffic and users from our site to any other website that we deem appropriate in our sole discretion, without any additional compensation to you.

8.4 Confidentiality and Non Disclosure. As a marketer of the Site you will receive confidential information from us as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. Therefore, you are not to disclose this information to third parties without our express written consent.

8.5 Non-confidential materials. Any comments, materials, or letters sent by you to Find RFP regarding the site, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Find RFP shall have no obligation of any kind with respect to such Received Materials and Find RFP will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction, or compensation or any other obligations to anyone, including you.

8.6 Press. You may not issue any press release with respect to this Agreement or your participation in this Program without our prior written consent.

8.7 Governing Law. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the parties hereto will be determined under, governed by, and construed in accordance with the laws of the state of Minnesota.

8.8 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement, will be settled by binding arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There will be one arbitrator, mutually agreeable to the Parties, or if the Parties cannot agree on an arbitrator, then one will be appointed by a court of competent jurisdiction. The losing Party will pay all the expenses of the arbitration, including attorneys fees.

8.9 Force Majeure. The parties' obligations under this Agreement are subject to and neither party will be liable for, failure to perform, damage, or malfunction of any equipment, or any consequences thereof occasioned by or due to fire, flood, water, the elements, labor disputes, power failures, explosions, governmental actions, unavailability of transportation, acts or omission of third-parties, or any other causes beyond the party's reasonable control.

8.10 Severability/Waiver. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

8.11 Enforcement. The failure of Find RFP to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

8.12 Modification. We may modify any of the terms of this Agreement at any time, in our sole discretion, by emailing you a change notice or by posting the new Agreement on our Site. It is your responsibility to visit this page at least once a month to make sure you are up to date with the latest terms and conditions of the Program. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following posting or notice of change will be deemed binding acceptance of the modification.

8.13 Entire Agreement. This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings or agreements between the parties, written or oral, which may be related to the subject matter hereof. The headings in this Agreement are for convenience only and will have no effect on the construction of this Agreement.

IN WITNESS WHERE OF, you expressly agree to the terms and conditions of this Agreement by marketing the Site, or by submitting the Partner Registration Form to us online or by fax.

Find RFP, Inc.