

The PipelineDeals Referral Partner Program

FAQ'S

The PipelineDeals Referral Partner Program can open a new world of opportunity for your business. This program is designed to reward Referral Partners with a commission fee for providing leads for PipelineDeals that convert into fully paid deals. Referral Partner Program participants will have access to an intuitive, easy-to-use portal, available 24x7, to register for the program, market and promote the PipelineDeals solution to their clients, and view their earned commissions.

WHY WOULD I WANT TO BECOME A PIPELINEDEALS REFERRAL PARTNER?

When you sign up to be a PipelineDeals Referral Partner, you get paid for referring your friends and colleagues to a product you love while also enjoying many tools and resources that are only available to Referral Partners. The benefits include:

- Earn cash! Get 25% commission on the 1st year's subscription of any referred deal.
- It's free to sign up to become a PipelineDeals Referral Partner
- Your own PipelineDeals Referral Partner Program account to manage your referrals, view your commissions, and access referral tools to help you refer more efficiently.
- Access to PipelineDeals Referral Partner marketing assets, best practices, tips and referral tools
- PipelineDeals will engage the customer and handle the entire sales process

WHO IS ELIGIBLE TO BECOME A REFERRAL PARTNER?

- Regardless of whether or not you're a current user of PipelineDeals, if you love PipelineDeals, and want to refer people to PipelineDeals and earn money in the process, you can sign up to join our PipelineDeals Referral Partner Program. A participant in the PipelineDeals Referral Partner Program can be a company or individual, foreign or domestic, that recommends PipelineDeals to a friend, colleague or has a role working with, communicating to or advising companies in the SMB market.
- Potential participants must register for the PipelineDeals Referral Partner Program, complete and submit all required tax forms and PayPal email address and be approved by PipelineDeals for participation in the PipelineDeals Referral Partner Program. Once approved, you will be able to begin using your unique referral link to refer others to PipelineDeals and collect commissions.
- Potential partners must have a valid email address, valid PayPal email address, and complete and sign a W-9, W-8 Ben, or W-8 Bene tax form.
- PipelineDeals employees are not eligible to participate in this program.
- There are some organizations which cannot participate in the PipelineDeals Referral Partner Program, at PipelineDeals sole discretion. Register for the PipelineDeals Referral Partner Program at <https://pipelinedeals.getambassador.com/>.

HOW DO I GET STARTED?

- First, you need to apply to become a PipelineDeals Referral Partner. Do this by accessing the PipelineDeals Referral Partner Program registration page:

<https://pipelinedeals.getambassador.com/>, fill out the form, accept the terms and conditions and you'll immediately get access to your PipelineDeals Referral Partner Program account.

- Next, you'll receive an email asking you to submit your completed and signed W-9, W-8 Ben, or W-8 Bene tax form and PayPal email address to referralpartners@pipelinedealsco.com. This MUST be done within 30 days of registering or your account will be cancelled.
- PipelineDeals will review your information and communicate your status within a few business days of receiving your tax forms.
- Once you have received confirmation your tax forms, PayPal email were accepted, you can begin referring PipelineDeals leads to PipelineDeals. Please use best efforts to market and promote the PipelineDeals solution to prospective clients. All marketing collateral will be provided by PipelineDeals. PipelineDeals Referral Partners may use the marketing collateral solely to generate leads of prospective clients and may not modify the collateral in any way without written permission from PipelineDeals.

HOW DO I REFER LEADS?

Each PipelineDeals Referral Partner will be issued a unique url that will be used to link the PipelineDeals Referral Partner to the lead. Leads registered will be time-stamped and linked to a Referral Partner on a first come, first served basis. There can only be one PipelineDeals Referral Partner identified for each lead. The link you are given to refer, will add a cookie in the browser of the lead you refer so they can peruse the PipelineDeals website and it will still remember you referred them when they initiate a trial.

WHAT ARE SOME EXAMPLES WHERE A PARTNER WOULDN'T BE ELIGIBLE FOR COMMISSIONS?

- A partner cannot refer themselves or their employer.
- A partner that refers a company, that is later hired by that company, will cease being eligible for owed commissions once they become an employee of the referred company.
- Referrals from partners prior to their enrollment and acceptance into the PipelineDeals Referral Partner Program, will not be eligible to collect commissions.
- Referral Partners with missing or incomplete tax forms or PayPal information will not be eligible to collect commissions.

CAN A REFERRAL PARTNER COLLECT COMMISSIONS FOR A VERBAL REFERRAL?

Yes, but the responsibility is yours to notify referralpartners@pipelinedealsco.com of an owed commission if you don't see it in your Referral Partner account within 90 days of the referred customer signing up. You must provide the following to referralpartners@pipelinedealsco.com:

- Written proof clearly showing you referred the customer to PipelineDeals prior to them becoming a customer.
- Customer details, company name, contact name, email addresses, and when you expected them to have signed up as a customer.

If you know your referral is not using a link, you can notify referralpartners@pipelinedealsco.com immediately to help make sure you get prompt commission payment when the referred deal is closed.

HOW MUCH COMMISSION DOES A REFERRAL PARTNER EARN FOR EACH REFERRAL?

Beginning January 1, 2017, all approved PipelineDeals Referral Partners will receive 25% referral commissions for the first year's subscription of the revenue they refer. All Referral Partners can view the commission plan they are on within their PipelineDeals Referral Partner account.

ARE MY COMMISSIONS PAID OUT MONTHLY OR ANNUALLY? It depends. If your referred customer signs up for an annual subscription, you will receive a one-time 25% commission payment based on the total annual subscription amount. If the customer signs up for a monthly subscription plan, you will receive a 25% commission based on the monthly bill for every month, for up to 12 months (assuming they stay customers for the entire year).

WHAT IF I DON'T WANT TO BE A REFERRAL PARTNER ANYMORE?

PipelineDeals and/or the PipelineDeals Referral Partner may terminate the Agreement at any time, with or without cause, effective immediately upon notice to referralpartners@pipelinedealsco.com. Upon termination, all marketing and/or promotional materials must be removed from the Referral Partner's websites. PipelineDeals reserves the right to modify program terms and conditions at any time.

WHO DO I CONTACT IF I HAVE MORE REFERRAL PARTNER PROGRAM QUESTIONS?

If you have questions regarding the PipelineDeals Referral Partner Program, email us at: referralpartners@pipelinedealsco.com

Referral Partner Program Agreement

THIS AGREEMENT and the documents described in Section 17 below contain the complete terms and conditions that apply to an individual or entity's participation in the PipelineDeals Referral Program (the "Program"). This Agreement is made and entered into by and between PipelineDeals, Inc. a Delaware corporation ("PipelineDeals"), and ("Referral Partner"). As used in this Agreement, "we/us/our" means PipelineDeals and "you" means the Referral Partner.

1) ENROLLMENT IN THE PROGRAM

- a) To begin the enrollment process, you need to submit a complete Program application ("Application"). This Application can be found at <http://www.pipelinedeals.com>. We will evaluate your Application in good faith and we will notify you of either our acceptance, or rejection of your Application. We may reject your Application for any reason whatsoever, including, but not limited to our determination (in our sole discretion) that your business ("Site") is unsuitable for the Program ("Unsuitable Site"). Unsuitable Sites include, but are not limited to, those that: (a) are involved with nudity or pornography or promote sexually explicit materials; (b) promote violence; (c) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) promote illegal activities; (e) infringe intellectual property rights of ours or any third party or otherwise violate the rights of any third party; (f) contain, in our sole judgement, material that is defamatory, fraudulent, or harassing to us or any third party; or (g) promote the use of any pyramid or similar schemes.
- b) Once we accept your Application, you will be provided with a password protected Referral Partner account. If we reject your Application, you are welcome to reapply to the Program at any time.

2) USE OF LICENSED MATERIALS

- a) Subject to the terms and conditions of this Agreement, you may use PipelineDeals' trade name, trademark, service mark, and/or logo (the "PipelineDeals Brand Features"), content, tools, text, images, or other marketing mechanisms (collectively, along with PipelineDeals Brand Features, the "Licensed Materials") solely for purposes of marketing our customer relationship management software (the "Service").
- b) You acknowledge and agree that (i) content, tools, text, images, search boxes or any other material provided to you by us may include "PipelineDeals Brand Features", (ii) you have no right to alter or modify such PipelineDeals Brand Features or any other Licensed Materials, (iii) you will not use or display the PipelineDeals Brand Features or

any of the other Licensed Materials on any Unsuitable Site, as determined in our sole discretion, or in any manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of PipelineDeals or the goodwill associated with the PipelineDeals Brand Features, and (iv) you will use the PipelineDeals Brand Features and other Licensed Materials in accordance with any usage guidelines and policies that PipelineDeals may issue from time to time.

3) SUBSCRIPTION PROCESSING

- a) We may extend trial and paid accounts to customers who you refer to us (“Referred Customers”). We reserve the right to reject paid or trial accounts that do not comply with any requirements that we periodically may establish.
- b) We will be responsible for all aspects of account creation, application provisioning, subscription and application delivery. Among other things, we will provision accounts; process payments and cancellations; and handle customer service. We will track sales to Referred Customers who purchase products because of a referral from you to us in accordance with the terms of this Agreement (each such referral, a “Referral”) and will provide you with access to reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion but will generally be available on a continuous basis. You hereby agree not to disclose the information contained in these reports to any third party without prior written or electronic consent.

4) REFERRAL FEES

- a) Provided you comply with the Referral Notification Procedure, if a Referral results in a Paid Subscription (as defined below) by a third party in accordance with the terms of this Agreement, we will pay you a commission calculated in accordance with the provisions of this Section 4 (“Referral Fee”). For a Referral to generate a Referral Fee, the Referred Customer must sign up for and create an account with us (each a “PipelineDeals Account”), using our automated subscription system, and remit full credit card approved payment to PipelineDeals (a “Paid Subscription”). You will not receive a Referral Fee for any subscriptions that we cannot verify as Paid Subscriptions that resulted from a Referral from you.
- b) If a Paid Subscription is not completed incident to the original Referral, we will pay a Referral Fee on a subsequent Paid Subscription by the Referred Customer if the Referred Customer visits the PipelineDeals site through a non -Referral Link within 30 days of the original Referral. With respect to such subsequent Paid Subscriptions, we will only pay one Referral Fee per Referred Customer such that any subsequent seats that Referred Customer directly provisions on the Service will not be eligible to generate a Referral Fee.
- c) A Referral Fee shall be calculated as a percentage of the Current Subscription Price of a Seat on PipelineDeals (as defined below) in accordance with fee schedules to be established and issued from time to time by us, which are incorporated by reference in this Agreement, and which we retain the absolute right to modify at any time and in our sole discretion (“Fee Schedules”). “Current Subscription Price of a Seat” means the per user seat price on our Service at the time the initial Paid Subscription took place. The Current Subscription Price of a Seat shall not include costs for taxes (where and when applicable).

d) Notwithstanding any provision in this Agreement to the contrary, our determination of whether a Referral Fee is payable is final and is binding on you.

5) FEE SCHEDULE

We will pay you a Referral Fee through GetAmbassador on a calendar month basis. All payments shall be made in U.S. dollars. Within sixty (60) days following the end of each calendar month you will receive payment through GetAmbassador for the Referral Fees earned on current Paid Subscriptions completed during that month. You are solely responsible for payment of any and all taxes, duties, charges, and other fees of any kind due with respect to Referral Fees paid to you. If the fees payable to you for any calendar month are less than twenty-five dollars (\$25), we may withhold those fees until the total amount is at least twenty-five dollars (\$25) or (if earlier) until this Agreement is terminated. If any current Paid Subscription that generated a Referral Fee is canceled, we will deduct the corresponding fee from your next monthly payment. If there is no subsequent payment, we will send you an invoice due in ten (10) days for the canceled Referral Fee.

6) POLICIES AND PRICING

All customers who subscribe to PipelineDeals and the Service through this Program will be deemed to be the customers of PipelineDeals. Accordingly, all PipelineDeals terms, conditions, rules, policies, (including but not limited to privacy policies), and procedures (including but not limited to operating procedures) (collectively, "Terms and Conditions") concerning customer subscriptions, customer service, and information will apply to those customers. We may change our Terms and Conditions at any time and for any reason. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability of the Service.

7) LIMITED LICENSE/ ADDITIONAL RESTRICTIONS

- a) PipelineDeals grants you a limited, nonexclusive, non-transferable, non-sublicensable revocable right and license during the term to use the Licensed Materials described in Section 2 and such other items for which PipelineDeals grants express written permission, solely for the purpose of marketing our Service. You may not modify any of the Licensed Materials in any way. PipelineDeals reserves all rights in the Licensed Materials and all intellectual property rights therein. Subject to the terms and conditions of this Agreement, PipelineDeals grants you a limited, non-exclusive, royalty-free license to use the Sales information, as defined below, to the extent necessary to fulfill your obligations under this Agreement or for your internal research purposes. PipelineDeals may immediately revoke such licenses at any time and for any reason upon giving you oral, written or electronic notice.
- b) You hereby acknowledge and agree that all right, title and interest in the Licensed Materials are exclusively owned by PipelineDeals and/ or its licensors and that any goodwill resulting from your use of such Licensed Materials shall inure to the benefit of PipelineDeals and shall automatically vest in PipelineDeals upon use by you. You hereby acknowledge and agree that PipelineDeals shall own all right title and interest in and to all information that is created or collected in connection with this Agreement, including, without limitation, (i) any contact information collected from any Referred Customer and (ii) any information regarding product purchased by Referred Customers ("Sales Information"), and (iii) any information regarding high-performing AdWords, keywords or any other similar advertising, search or query words or terms, or any other non-public

PipelineDeals sales and marketing information ("Marketing Information"). You agree not to disclose during the term and at any time thereafter any Sales Information, Referred Customer contact information, or Marketing Information to any third party without PipelineDeals prior written approval.

- c) You agree not to use or send any email, including but not limited to emails that you send to your customers promoting various offers or merchants, at any time, to advertise or promote PipelineDeals name, without prior written consent from us
- d) You may not use the PipelineDeals name, "PipelineDeals.com", "pipeline deals", or any other PipelineDeals Brand Features, or any variation, element, derivation or adaptation thereof (including but not limited to abbreviations, misspellings, stringing of individual names into a single word, or any other variation which has the effect of implying the PipelineDeals name; "PipelineDeals Variations"), in any manner not expressly authorized by this Agreement.

Without limiting the generality of the foregoing, you shall not: (i) use PipelineDeals Brand Features or PipelineDeals Variations in your domain or subdomain; (ii) use PipelineDeals Brand Features or PipelineDeals Variations (or use any type of software download or technology or otherwise engineer your website, search engine, or service) in such a manner so as to intercept, redirect, or divert Internet traffic to or from PipelineDeals Site(s) without PipelineDeals prior written approval; and, (iii) bid on or purchase PipelineDeals Brand Features or PipelineDeals Variations as AdWords, keywords, or any other similar advertising, search or query words or terms, on Google, Bing, or any other similar search engine service or web site. Any violation of this section shall constitute a material breach of the Agreement, and within twenty-four (24) hours of receipt of notice from PipelineDeals of such breach, you shall cease such use of PipelineDeals Brand Features or PipelineDeals Variations. If you do not cure such breach, PipelineDeals may immediately terminate the Agreement, without any charge or liability, in addition to any other rights or remedies PipelineDeals may have under the Agreement, and PipelineDeals reserves the right to bring a trademark infringement action against you, as well as any other rights or remedies it may have at law or in equity.

- e) You agree not to: (i) cache any part of or all of the Licensed Materials, and (ii) offer or make available to end users coupons or promotions that have expired or have not been approved by us.

8) RESPONSIBILITY FOR YOUR SITE AND BUSINESS

- a) You will be solely responsible for the development, operation, and maintenance of your Site and for all materials used in connection with your Site, including, but not limited to, as applicable, the technical operation of your Site and all related equipment; posting Icons on your Site; the accuracy and appropriateness of materials posted on your Site (including but not limited to all product-related materials); ensuring that materials posted on your Site do not violate or infringe upon the rights of any third party (including but not limited to, copyrights, trademarks, privacy, or other personal or proprietary rights) ensuring that materials posted on your Site are not libelous, violate any provision of this Agreement or are otherwise illegal or unlawful.
- b) YOU MAY NOT MAKE SPECIFIC CLAIMS REGARDING THE EFFICACY OF ANY PRODUCT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) YOU SHALL NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO ANYONE WITH RESPECT TO

THE SPECIFICATIONS, FEATURES OR CAPABILITIES OF THE PRODUCTS THAT ARE INCONSISTENT WITH THE INFORMATION DISTRIBUTED OR PROVIDED BY PIPELINEDEALS, (II) YOU SHALL NOT MAKE ANY FALSE OR MISLEADING REPRESENTATIONS WITH REGARD TO PIPELINEDEALS OR THE PRODUCTS, AND (III) YOU SHALL NOT POST, PUBLISH OR USE ANY MISLEADING OR DECEPTIVE ADVERTISING MATERIALS REGARDING PIPELINEDEALS OR THE SERVICE. IF YOU VIOLATE THE FOREGOING OR OTHERWISE MAKE UNSUBSTANTIATED PRODUCT CLAIMS WITH RESPECT TO THE SERVICE WE SELL, YOUR MEMBERSHIP IN THE PIPELINEDEALS REFERRAL PROGRAM MAY BE TERMINATED IMMEDIATELY UPON NOTICE.

- c) We disclaim all liability for the matters described in this Section 8. Further, you will indemnify and hold harmless from all claims, damages, and expenses (including, without limitation, attorney's fees) relating to the content development, operation, maintenance, and contents of your Site or any breach of any representations, warranties or covenants made by you in this Agreement.

9) TERM/ TERMINATION

The Term of this Agreement will begin upon our acceptance of your Program Application and will end when terminated by either party in accordance with the terms of this Agreement or when your agreement is terminated. Either you or PipelineDeals may terminate this Agreement at any time and for any reason, with or without cause, by giving the other party written or electronic notice of termination. You are only eligible to earn Referral Fees on subscriptions occurring during the term of this Agreement, and Referral Fees earned through the date of termination will remain payable only if the related Paid Subscriptions are not canceled. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, (i) all licenses hereunder shall terminate, (ii) you shall immediately discontinue any and all use of the Licensed Materials and (iii) sections 7 (b), 8 (c), 9, 12, 13, 14 and 18, as well as any other provisions which by their nature are reasonably expected to survive the termination of this Agreement, shall survive such termination.

10) MODIFICATION

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our Referral Gateway Site. Modifications may include, but are not limited to, changes in Referral Fees, Fee Schedules, payment procedures, and Terms and Conditions. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR REFERRAL GATEWAY SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

11) RELATIONSHIP OF PARTIES

You and PipelineDeals are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Site or otherwise, that reasonably would contradict anything in this Section.

12) LIMITATIONS OF LIABILITY

PIPELINEDEALS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION ANY LOSS OF REVENUE, PROFITS, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY, EVEN IF WE OR ANY OF OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT. ALL CLAIMS MADE HEREUNDER BY YOU AGAINST US SHALL BE MADE WITHIN NINETY (90) DAYS OF THE ACT OF OMISSION, WHICH FORMS THE BASIS OF SUCH CLAIMS.

13) DISCLAIMERS

We make no express or implied warranties or representations with respect to the Program or any subscriptions sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of any password protected account, PipelineDeals Site or any other Site sponsored by us in connection with this Agreement will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors or termination of any services, products or this Agreement.

14) INDEPENDENT INVESTIGATION

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE BUSINESSES THAT ARE SIMILAR TO OR COMPETE WITH YOUR BUSINESS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPLICITLY SET FORTH IN THIS AGREEMENT.

15) IDENTIFICATION OF REFERRAL PARTNERS

We may identify you or your Site as a participant in the Program without providing you prior notice or obtaining your specific written consent. Such identification may be oral, written, or electronic, and may include, but is not limited to, public announcements, promotional materials, internal and external reports, and public filings.

16) NON-ASSIGNMENT AND SUCCESSORS

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any assignment or transfer in violation of the foregoing shall be null and void. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against, the parties and their respective successors and assigns.

17) SCOPE OF AGREEMENT

This Agreement, and the Fee Schedules, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and

supersedes all prior or contemporaneous written or oral agreements or representations between the parties.

18) MISCELLANEOUS

- a) This Agreement will be governed by the laws of the United States and the State of Washington, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in King County, WA, and you irrevocably consent to the jurisdiction and venue of such courts. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. You shall not make any public announcement or issue any press release concerning the Agreement or the transactions contemplated hereby, without our prior written consent. We shall not be liable hereunder by reason of any failure or delay in the performance of our obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, Internet outages, acts of God, acts of war, acts of terrorism, governmental action, or any other cause that is beyond our reasonable control.
- b) Injunctive Relief and Attorney's' Fees. You acknowledge that breach of Section 2 or Section 8 of this Agreement will give rise to irreparable injury to us, and leave us inadequately compensated in damages. Accordingly, we may seek and obtain injunctive relief against your breach or threatened breach and recovery of attorney's' fees in connection with same, in addition to any other legal remedies, such as (but not limited to) suit for copyright infringement. You further acknowledge and agree that this provision is necessary for the protection of our legitimate business interests and is reasonable in scope and nature.
- c) As used herein, certain capitalized words (or any variation thereof) shall have the meaning as herein provided. Any conflict between said capitalized words and any other meaning shall be resolved as herein provided. Unless otherwise stated above, all notices and other communications required or permitted hereunder shall be in writing and shall be delivered personally or transmitted by email to PipelineDeals, Inc. at referralpartners@pipelinedealsco.com, or by United States certified or registered mail, return receipt requested, to PipelineDeals, Inc., Referral Program, 1008 Western Ave, Suite 401, Seattle, WA 98104 or if to you at the email address designated on your Application.
- d) If the person entering into this Agreement is acting on behalf of his or her company or organization, such person hereby represents to PipelineDeals that he or she has all requisite power and authority to enter into this Agreement on behalf of such company or organization, that this Agreement has been duly authorized by such company or organization and that this Agreement will constitute a legal, valid, and binding obligation of such company or organization. Such person hereby agrees to indemnify and hold harmless PipelineDeals from any and all claims, damages and expense (including without limitation attorney's fees) arising from any breach of this section.

