

AMBASSADOR PROGRAM AGREEMENT

PeopleKeep Software, LLC, a Delaware limited liability company, having its principal place of business at 383 W Vine Street #300, Salt Lake City, UT 84123 ("**PeopleKeep**") is in the business of personalizing benefits for businesses through its PeopleKeep® personalized benefits automation software (the "**Product**"). PeopleKeep has established a program (the "**Program**") allowing individuals and companies to serve as ambassadors for PeopleKeep, by introducing businesses to PeopleKeep as potential customers for the Product (each, a "**Referral**") in exchange for the benefits described in, and on the other terms and conditions set forth in, this Ambassador Program Agreement (this "**Agreement**").

By clicking on the "Accept" button below, you ("**you**" or "**Ambassador**") you agree to participate in the Program on the terms and conditions set forth in this Agreement. This Agreement is a binding agreement between you and PeopleKeep. Please review it carefully. Each time you access the Program website (the "**Site**"), you are agreeing to be bound by this Agreement. If you do not agree to all of the terms set forth in this Agreement, PeopleKeep is unwilling to engage you as an ambassador or allow you to participate in the Program and you must cease using the Site immediately. **BY ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE SITE OR PARTICIPATING IN THE PROGRAM, YOU, ON BEHALF OF YOURSELF, YOUR EMPLOYER OR PRINCIPAL, AND ALL OF YOUR RESPECTIVE ASSIGNEES AND SUCCESSORS, AGREE TO THIS AGREEMENT. IF YOU ARE USING THE SITE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT.**

1. Engagement.

(a) PeopleKeep hereby engages Ambassador, and Ambassador hereby accepts such engagement, to act as a non-exclusive referral source with respect to sales of the Product to Referred Companies during the Term, solely in accordance with the terms and conditions of this Agreement. Ambassador shall introduce PeopleKeep to Referred Companies, and perform such other services with respect to such introductions as PeopleKeep may reasonably request, including forwarding sales literature, but shall not participate in any sales meetings or negotiations nor have authority to offer or sell the Product to any Referral.

(b) The prices, terms and conditions under which PeopleKeep shall offer or sell any Product shall be determined by PeopleKeep in its sole discretion. PeopleKeep shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of the Product. Nothing in this Agreement shall obligate PeopleKeep to actually offer or sell any Product or consummate any transaction with any Referral. PeopleKeep may terminate any negotiations or discussions at any time and has the right not to proceed with any sale of a Product without any liability or obligation to pay compensation to Ambassador under Section 2 or otherwise.

(c) Ambassador shall defend, indemnify and hold harmless PeopleKeep, and any of its directors, officers or shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, and fees and the costs of enforcing any right to indemnification under this Agreement, incurred by PeopleKeep, arising out or resulting from any claim of a third party related to Ambassador's performance under this Agreement.

2. Compensation.

(a) PeopleKeep shall pay to Ambassador \$150 for each Signup (“**Ambassador Fees**”).

(b) “**Signup**” means that the following has occurred with respect to a Referral: (i) Ambassador has notified PeopleKeep of the Referral’s interest in the Product by completing and submitting a referral form in accordance with the instructions provided by PeopleKeep with respect thereto from time to time and (ii) within six months following the date such referral form is submitted, such Referral creates a PeopleKeep account and makes payment to PeopleKeep of the initial set up and subscription fees.

(c) Ambassador will not be entitled to earn Ambassador Fees with respect to any Referral with whom PeopleKeep initiated discussions prior to Ambassador notifying PeopleKeep of such Referral’s interest.

(d) If Ambassador and other referral sources submit referral forms for the same Referral, Ambassador will only be entitled to receive Ambassador Fees if Ambassador is the first party to submit a referral form with respect to such Referral.

3. Independent Contractor. Ambassador is an independent contractor of PeopleKeep, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Ambassador and PeopleKeep for any purpose. Ambassador has no authority (and shall not hold itself out as having authority) to bind PeopleKeep and Ambassador shall not make any agreements or representations on PeopleKeep's behalf without PeopleKeep's prior written consent. Without limiting the above, Ambassador will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by PeopleKeep to its employees, and PeopleKeep will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Ambassador's behalf. Ambassador shall be responsible for, and shall indemnify PeopleKeep against, all such taxes or contributions, including penalties and interest.

4. Confidentiality. All non-public, confidential, or proprietary information of PeopleKeep, including, but not limited to, specifications, designs, plans, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by PeopleKeep to Ambassador, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by PeopleKeep in writing. Upon PeopleKeep's request, Ambassador shall promptly return all documents and other materials received from PeopleKeep. PeopleKeep shall be entitled to injunctive relief for any violation of this Section 4. This section shall not apply to information that is: (a) in the public domain; (b) known to the Ambassador at the time of disclosure; or (c) rightfully obtained by the Ambassador on a non-confidential basis from a third party.

5. Publicity and Announcements. Ambassador shall not (orally or in writing) publicly disclose or issue any press or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior

written approval of PeopleKeep, except to the extent that Ambassador (based upon the reasonable advice of counsel) is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.

6. Term and Termination.

(a) The term of this Agreement commences on the date of this Agreement and continues until terminated by either party upon Notice (defined below) to the other party (the “**Term**”). Termination will be effective immediately unless such Notice stipulates a later date.

(b) In addition to any remedies that may be provided in this Agreement, either party may terminate this Agreement with immediate effect upon Notice to the other party, if the other party: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If PeopleKeep terminates this Agreement pursuant to this Section 6(b), PeopleKeep shall have no obligation to pay Ambassador any other Ambassador Fees, whether or not the Signups giving rise to such Ambassador Fees occurred prior to the effective date of termination.

7. Authorization. The Program and the Site are available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Program and the Site are not available to minors under 18 or under the age of majority in their jurisdiction of residence, if older than 18. If you cannot form a legally binding contract due to age or otherwise, leave the Site and do not use the Site or participate in the Program. In consideration of your use of the Site and participation in the Program, you represent, warrant and covenant to us that:

(a) If you access the Site in your capacity as an employee, owner, or otherwise as an agent of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by this Agreement.

(b) You are at least 18 years old, or the age of majority in your jurisdiction of residence if older than 18, you are competent to form contracts, and you have the capacity and authority necessary to enter into, and perform your obligations under, this Agreement (including on behalf of such person or entity, if applicable), and you are not a person barred from using the Site or participating in the Program under the laws of the United States or any other applicable jurisdiction.

(c) You will comply with all applicable laws, rules and regulations of all applicable jurisdictions in connection with your use of the Site and participation in the Program.

8. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a “**Notice**”) must be in writing and addressed to the relevant party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 8(a)). All Notices must be delivered by personal delivery,

nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving party and (ii) if the party giving the Notice has complied with the requirements of this Section 8(a).

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Utah, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Utah, in each case located in the City of Salt Lake City and County of Salt Lake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice or other document by certified mail in accordance with Section 8(a) will be effective service of process for any suit, action, or other proceeding brought in any such court.

(c) PeopleKeep may amend, modify, waive or supplement the terms of this Agreement at any time and from time to time during the Term upon Notice to Ambassador.

(d) Ambassador shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of PeopleKeep. Any purported assignment or delegation in violation of this Section shall be null and void. PeopleKeep may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Ambassador's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

(e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(f) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(h) The parties do not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.