

REFERRAL PARTNER AGREEMENT TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing and following promises, covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF XPLORNOW

- a. XplorNow shall, at its expense, in good faith, use its best efforts and devote time as is necessary to promote, sell, and provide its services contemplated herein (the "Products and Services").
- b. XplorNow will be responsible for the delivery and technical support for its respective services.
- c. Except as expressly provided herein, XplorNow shall conduct its business as an independent contractor of CLIENT, in such manner as it sees fit, using its own marketing plan. XplorNow will, at its expense, comply with all applicable laws, ordinances, rules and regulations pertaining to the operation of its business. XplorNow shall be responsible for all costs of its doing business including, without limitation, all taxes, rent, utilities, withholding, postage, telephone, photocopying, salaries, travel, and all other direct and indirect overhead costs.
- d. XplorNow shall notify CLIENT if there are any significant changes to its products and services.
- e. XplorNow shall provide its 3D virtual tour creation, and/or 2D floor plan creation, and/or downloadable HD photo services, and/or CoreVR to its clients.

2. RESPONSIBILITIES OF CLIENT

- a. CLIENT shall, at its expense, in good faith, use its best efforts and devote time as they deem appropriate to offer its clients and potential clients XplorNow's Products and Services and agrees not to actively promote, endorse, or sell products or services of competitors of XplorNow specifically in the 3D Virtual Tour market, unless agreed to by both parties in writing.
- b. Except as expressly provided herein, CLIENT shall conduct its business as an independent contractor of XplorNow, in such manner as it sees fit, using its own marketing plan. CLIENT will, at its expense, comply with all applicable laws,

ordinances, rules and regulations pertaining to the operation of its business. CLIENT shall be responsible for all costs of its doing business including, without limitation, all taxes, rent, utilities, withholding, postage, telephone, photocopying, salaries, travel, and all other direct and indirect overhead costs.

- c. CLIENT agrees that the leads provided to XplorNow will be of customers with whom CLIENT has a relationship, which relationship has been established within time limits permitting direct contact, and that customers who have been asked to be removed from contact have been removed or otherwise not provided.
- d. CLIENT will be responsible for the marketing and promotion of XplorNow to potential customers.

3. SERVICES AND RATES

- a. XplorNow and Client will collaborate on promotions and pricing for each campaign. Client will be paid 7% of revenue generated from XplorNow's professional services within ten (10) days of receipt of customer payment. No commission will be paid on collected processing fees, separate hosting fees, and travel fees.
- b. In the event that there is a discrepancy in the accounting with one another, CLIENT and XplorNow agree to come to work in good-faith to reach an agreement and rectify all accounting discrepancies, if possible, within 30 days of the monthly period in question.
- c. In the event that CLIENT and XplorNow not able to come to a mutually agreed upon agreement for accounting discrepancies, the parties hereto agree that the controversy shall be settled first by mediation in the State of Utah. If mediation is unsuccessful, CLIENT and XplorNow agree to settle through arbitration in the State of Utah in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and binding upon the parties, subject to rights pursuant to the Utah Arbitration Act as set forth in the Utah Code.

4. TERM OF THIS AGREEMENT

The term of the Agreement shall commence on the signature date set forth below. This Agreement shall terminate 60 days after written notice of cancellation of the contract is received by mail or personal delivery by either party.

5. NON-CIRCUMVENTION

Both parties agree that during the term of this Agreement, and for a period of twenty four months immediately following the termination of this Agreement, that neither party shall solicit or in any way circumvent any relationships of the other party in their respective business, or cause or allow any related entity, corporation, person or firm to do the same.

6. CONFIDENTIALITY

Both parties acknowledge and agree that the disclosure of Confidential Information by CLIENT would cause irreparable injury to the other party. Therefore, all confidential information delivered between the Parties hereto regarding their respective business plans, marketing practices, business practices, internal policies, price sheets, inventory records and controls, promotional items, educational materials, subscriber and prospect lists and all other related and similar information not known to the general public, is and shall be deemed confidential information, knowledge, data or know-how of the other Party, or any information which is confidential or may be a trade secret. Any confidential information furnished between the Parties and labeled as "confidential" shall be kept confidential by the receiving Party.

7. NON-DISCLOSURE

Both Parties agree not to disclose the Confidential Information to any third Parties or to any employees who do not have a need to know the Confidential Information. Both Parties agree that they will only disclose Confidential Information to employees who have signed a confidentiality agreement containing confidentiality provisions similar to this Agreement or to a court of competent jurisdiction without the written permission of XplorNow when compelled by Court order issued.

8. NO SOLICITATION

Both Parties each agree that, during the term of this Agreement, and for a period of one year thereafter, the Parties will not participate in, assist or encourage the solicitation or hiring by the other party or by another business entity of any person that is an employee or independent contractor of the Parties.

9. MISCELLANEOUS

- a. Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to create the relationship of partners. Each Party acknowledges that it does not have, and shall not make any representations to any third party, either directly or indirectly, that the Party has any authority to obligate or legally bind the other Party in any way whatsoever, except as expressly provided herein.
- b. Severability. In the event that any portion of this Agreement is found invalid,

illegal, or unenforceable such finding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, in lieu of any such invalid, illegal, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision similar to such former provision as shall be valid, legal, and enforceable.

- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of, without giving effect to any conflict of laws provisions. Each Party irrevocable accepts and submits to the jurisdiction and venue of the courts of Utah County, Utah.
- d. Notice. Any notice, request, payment, or communication that a party to this Agreement is required or may desire to give to the other hereunder shall be in writing. Said notice, except for the cancellation notice as described in Section 5, may be: 1) delivered in person; 2) deposited in the United State Mail, first-class, postage prepaid, certified, return receipt requested; 3) deposited with a legitimate express delivery service that can provide certified delivery documentation; or 4) sent by telegraph, facsimile or electronic mail. Any such communication shall be addressed by one party to the other party at the respective address as listed in the online submission form of XplorNow's Referral Partner page: www.xplornow.com/referral-partners.
- e. Headings. The headings of the Paragraphs hereof are for convenience of reference only and do not constitute a part hereof.
- f. Entire Agreement. This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations of the Parties in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein shall not be binding upon either Party.
- g. Binding. This agreement shall insure to the benefit and be binding on the parties, and heirs, executors, administrators, assignees, and successors of the parties.
- h. Authority. Upon execution of this Agreement, the undersigned represent and warrant that this Agreement has been duly authorized by said parties and they have full authority to enter into this Agreement on behalf of such parties. This Agreement may be amended only by a written instrument signed by duly authorized representatives of each of the Parties.
- i. Copyrighted Materials. Each party acknowledges that the other party's trademarks and copyrighted materials belong exclusively to the other party.

Nothing in this agreement shall imply that either party has the right to use the other party's proprietary information. Although information regarding products and services may be shared for employee training purposes; such information shall remain the property of the respective party.

- j. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, labor conditions, earthquakes or any other cause, which is beyond reasonable control of such Party.
- k. Good-Faith. The parties hereby expressly acknowledge that this Agreement imposes an obligation of good faith and fair dealing between the parties.
- l. Attorney's Fees. If either party shall bring suit against the other as a result of any alleged breach or failure to fulfill or perform any covenants or obligations under this Agreement, in such event the prevailing party in such suit shall be entitled to judgment for reasonable attorney's fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.
- m. Liability. It is understood between the parties that XplorNow and CLIENT are not legally, financially, or in any way involved with or responsible for any of the opposite party's legal, business or financial dealings. The relationship between XplorNow and CLIENT is purely as Independent Marketing Representatives and it is agreed that neither party can be construed as having any financial, corporate, or legal liability for the other party's operations, obligations, debts, legal judgments or any other aspect of their business. This section and subsections shall survive the termination of this agreement.

The electronic copy of this Agreement signed by either party and transmitted to the other shall constitute a binding signature.

XPLORNOW 5/2017