

**UNDERGROUND ELEPHANT, INC.
LEAD SERVICES AGREEMENT**

THIS UNDERGROUND ELEPHANT, INC. LEAD SERVICES AGREEMENT (this "Agreement") is entered into as of this date _____ by and between the undersigned (the "Agent") and Underground Elephant, Inc. with its corporate office at 600 B Street., Suite 1300, San Diego, CA 92101("UE") (Underground Elephant and Agent, each a "Party", and together, the "Parties").

WHEREAS UE and Agent have entered into this Agreement for the purpose of implementing an UE lead generation service for Agent. UE will generate information about individuals that have an interest in Agent's product(s) or service(s) (a "Consumer"). UE will generate Consumer information using its proprietary technologies and practices including search engine marketing, display and social media advertising programs and other lead generation strategies involving content placed on UE themed destination sites and other online assets.

In consideration of the mutual promises and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

1. UE Responsibilities and Obligations.

(a) Pursuant to the terms of this Agreement, UE agrees to supply to Agent, through placement in Agent's online account (the "Account"), certain information ("Leads") submitted to the websites (the "Sites" as defined below) by consumers who have requested an insurance and/or other product quote in geographic areas specified in Agent's Account profile ("Consumer"). For purposes of this Agreement, the term "Sites" means the website(s) sponsored by UE (including but not limited to _____). UE reserves the right to update and/or change its strategy used to generate Consumer information at any time during the Term of the Agreement. The Consumer information to be provided by UE to Agent such as name, address, email address, etc. ("Required Fields") shall be mutually agreed upon by Agent and UE in writing at the beginning of the Term of this Agreement and may be changed from time to time in writing as provided for in the Agreement. A "Lead" is defined as an electronic UE created form containing required fields ("Required Fields") completed by an individual (a "Customer") that is requesting information about Agent's product(s) or service(s). UE may, in addition to the delivery of Leads to Agent's Account, deliver Leads to Agent via e-mail or by transmission into Agent's customer relations management ("CRM") database or similar system if the parties mutually agree. Although UE will use commercially reasonable efforts to supply Leads to Agent via such alternate delivery method, for the avoidance of doubt UE is not responsible for Leads not delivered to Agent's e-mail account or other alternate system for any reason (including, without limitation, due to downtime of any such alternate system), and no credits or refunds will be issued for any such Leads that are placed in Agent's Account but not received by Agent for whatever reason via any requested alternate delivery method.

(b) UE will retain ownership of all Leads. Agent acknowledges and agrees that (i) Agent is being granted a limited, non-exclusive right hereunder to use the Leads provided for thirty (30) days from the date of delivery for the sole purpose of promptly contacting the Consumer and providing the Consumer with the requested insurance quote and/or other requested product information; (ii) UE does not guarantee that any minimum quantity of Leads will be provided to Agent, and the number of Leads provided hereunder will vary depending on numerous factors; and (iii) UE has no obligation to provide any Leads to Agent, including Leads that may satisfy all of Agent's specifications regarding acceptable Leads. For the avoidance of doubt, (x) except as expressly contemplated in this Agreement, Agent will

not use any Lead to quote, market or sell any non-insurance products or services and will not disclose, sell, transfer, assign or furnish any Lead acquired hereunder to any third party; and (y) all Leads provided hereunder are provided on a non-exclusive basis, and Agent acknowledges and agrees that Leads and other data provided by UE hereunder may be provided by UE to other third parties that compete with Agent.

2. Agent's Responsibilities and Obligations.

(a) Agent shall be responsible for initiating contact with and paying for all Leads supplied to Agent's Account. Agent agrees to initiate contact with each Lead within 48 business hours of the Lead's placement in Agent's Account to (i) verify the accuracy of the information provided by such Consumer to UE, and (ii) provide the Consumer with the requested insurance quotation and/or other product information. Agent acknowledges that UE does not investigate, verbally screen or verify any Consumer in any manner and that Agent is solely responsible for independently verifying all Leads and Consumer information for accuracy and for exercising due and reasonable care in dealing with and contacting Consumers and prior to issuing quotations or any other information or writing any insurance policy. Agent further agrees to provide quotes only from those insurance underwriters or carriers for which Agent is authorized and/or licensed to sell insurance.

(b) Agent acknowledges that it has read UE's privacy policy located at <http://www.undergroundelephant.com/privacy-policy> (the "Privacy Policy") and UE's Terms of Service located at <http://www.undergroundelephant.com/terms-of-service/> (the "Terms of Service"). Agent agrees to comply with the Privacy Policy and the Terms of Service, each as may be amended from time to time. In the event of any conflict between this Agreement, the Privacy Policy and the Terms of Service, the terms and provisions of this Agreement shall govern. UE will use reasonable efforts to notify Agent by e-mail of any amendment to the Privacy Policy or Terms of Service s at least ten (10) days prior to the amendment, and Agent will thereafter be bound by any such amendment, regardless of Agent's failure to read or receive any such e-mail for any reason, subject to Agent's right to terminate this Agreement in accordance with this Agreement. Agent agrees that it will use its best efforts to maintain the privacy of and protect the personal and confidential information of each Consumer. Agent further agrees to permanently delete or remove from its records or database all personal identifiable information regarding any Consumer within 30 days of the delivery of the associated Lead to Agent's Account, unless Agent establishes a contractual relationship with any such Consumer.

(c) Agent agrees to comply with all federal, state, local and industry laws, rules, regulations and requirements applicable to Agent or Agent's business, including, without limitation, (i) as may be applicable to the use, unauthorized access, confidentiality and security of Leads, and procedures relating to the foregoing, (ii) all laws concerning the international transfer of Leads, (iii) all applicable laws concerning e-mail marketing and telemarketing activities, (iv) all applicable consumer information laws and truthful and fair business practices, and (v) all laws regarding the offer and sale of insurance products, including obtaining and maintaining any and all licenses required to offer and sell the insurance products quoted by Agent.

(d) Agent will not represent to any Consumer that such Agent is an employee of or otherwise represents UE. Agent further agrees that it will not use any proprietary or intellectual property of UE (including without limitation, UE's trademarks, service marks, trade names, domain names (including without limitation www.undergroundelephant.com) and copyright-protected materials without the prior written consent of UE, which UE may grant or withhold in its sole discretion. For the avoidance of doubt, the foregoing covenant restricts Agent from bidding on or otherwise using in commerce any internet search keywords or metatags that contain any of UE's intellectual

property, or otherwise attempting to divert internet traffic from UE's site to any of Agent's sites through impersonation, deception or other similar tactics.

2. **Pricing.** Agent agrees to purchase Leads placed in Agent's Account at the prices set forth in UE's then-current price list which are subject to change at any time at UE's sole discretion. UE will notify Agent by e-mail of any pricing changes at least ten (10) days prior to the change and Agent shall be bound by the change regardless of Agent's failure to receive any such e-mail for any reason, subject to Agent's right to terminate this Agreement.

3. **Billing and Payment Terms.**

(a) Agent shall provide to UE an authorized credit card to set up Agent's UE account (the "Account"). Agent will provide to UE a nonrefundable deposit as mutually agreed. Upon depletion of the deposit, UE shall auto-bill Agent's credit card of record in increments of \$100.00 or more unless Agent has expressly declined the auto-pay process. All transactions shall be provided in Agent's online Account.

(b) Agent agrees that, by Agent's acceptance of this Agreement, Agent authorizes UE to charge the credit card marked as "Active" within Agent's Account at the time of billing for all fees and charges incurred hereunder, and Agent further represents and warrants to UE that, if Agent is not the account holder of such card, Agent has all requisite power and authority to use and incur charges on such credit card on behalf of the account holder. Although under normal circumstances UE will only bill Agent in accordance with the above-described policy.

(c) If Agent's "Active" credit card is declined for any reason at the time of billing, Agent authorizes UE to process payment on any other credit card stored in Agent's Account. If payment cannot be processed at the time of billing, Agent agrees to pay a \$25 initial late fee to UE plus interest on any past due amounts until paid at the lesser of 1.5% per month or the highest amount permitted by applicable law. No Leads will be delivered to Agent when any payment by Agent is in default. Agent will be responsible for all taxes, fees and other charges that may be assessed against Agent in connection with payment of fees to UE for Leads provided to Agent hereunder.

4. **Return Policy.**

(a) UE will filter all Leads before sending Leads to Agent. The UE systems are not infallible, so Agent may receive Leads that are considered invalid. Invalid Leads may be returned by Agent to UE for a period up to 10 business days from the date UE delivers the Lead to Agent. UE Lead Quality Assurance personnel will promptly analyze and verify the Lead, and issue a credit if the Lead is determined to be invalid. Any suspected invalid Leads returned to UE after 10 business days from the date UE delivered the Lead to Agent will not be eligible for credit. The assessment of Lead validity is at UE's sole discretion based on the following lead criteria (collectively defined as "Invalid Leads"):

(i) Duplicate Lead. A duplicate lead is defined as a lead for the same Prospect with the same email address or phone number delivered to Agent within 30 days of the first such lead;

(ii) Bogus Lead. A bogus lead is defined as a lead with information that is considered not legitimate as follows: Bogus name: Name of person specified is nonsensical or is not intelligible. For example, Mickey Mouse;

(iii) Wrong Phone number: Number does not match the consumer name on the lead;

- (iv) Phone number is disconnected phone number;
- (v) Phone number is a fax machine;
- (vi) Test leads: Any lead formatted as a test lead. For example, leads sent from an email address with "@UndergroundElephant.com";
- (vii) Incomplete Lead. An incomplete Lead is defined as a Lead that is missing the name, or phone number;
- (viii) Underage. Prospect is less than 18 years old;
- (ix) Citizenship. Prospect is not a US Citizen or permanent resident;
- (x) Consumer is currently insured with Agent's company;
- (xi) There is a language barrier and Agent cannot communicate with the consumer in English;
- (xii) Consumer claims they did not request information online for insurance quotes;
- (xiii) Lead does not meet the filters specified in Agent's account;

UE does not issue credits for Leads where a prospective customer is difficult to reach.

(b) If any Lead provided to Agent by UE is an Invalid Lead (as defined above), Agent's exclusive remedy is to request trade credit from UE by giving notice to UE within ten (10) days from the date the Lead was delivered to Agent's Account. **All requests for trade credit due to any Invalid Lead are subject to verification and approval by UE in UE's sole discretion. For the avoidance of doubt, if UE determines in its sole discretion that a Lead is not an Invalid Lead then Agent will be responsible for payment in full to UE for such Lead.**

(c) If UE determines, in its sole discretion, that UE owes a trade credit to Agent, then UE will credit Agent's Account for the amount of such adjustment. Any determination by UE in this regard shall be made by UE within ten (10) business days of UE's receipt of Agent's written trade credit request. Any trade credit issued is good towards future Leads purchased from UE only, and may not be applied against the original method of payment or otherwise. Under no circumstances will any trade credit be refunded to Agent. Further, if UE determines that Agent has returned a Lead under false pretenses, UE shall charge for the Lead.

(d) **FOR THE AVOIDANCE OF DOUBT, AGENT'S FAILURE TO RECEIVE A NOTIFICATION E-MAIL FROM UE REGARDING THE PLACEMENT OF LEADS BY UE INTO AGENT'S ACCOUNT SHALL NOT PROVIDE AGENT WITH ANY RIGHT TO A REFUND OR TRADE CREDIT WITH RESPECT TO SUCH LEADS.**

5. **Termination.** UE may terminate this Agreement and Agent's Account for any reason or no reason at any time with or without prior notification to Agent. Agent may terminate this Agreement for any reason or no reason upon at least two (2) business days' prior written notice to UE. At the time of any such termination, regardless of the reason therefore, Agent agrees to pay any Account (including fees for Leads received during the termination notice period) within five (5) business days from the date of such termination. The provisions of Paragraphs 2 through 5 and 7 through 21 shall survive any termination of this Agreement.

6. **Temporary Pausing of Lead Delivery.** Agent may request that UE temporarily pause delivery of Leads to Agent's Account for up to ten (10) days through the UE agent online portal and Agent is responsible for payment for and solicitation of any Leads sent to Agent's Account during the period before confirmation by UE to Agent that Leads have been paused. Agent must give UE at least 48 hours' prior written notice when requesting a temporary pause of Lead transmittal for more than ten (10) days and Agent is responsible for payment for and solicitation of any Leads sent to Agent's Account during such 48-hour period. UE may grant or deny Agent's request to temporarily pause Leads in its sole

discretion. In the event UE elects not to grant a request for temporary pausing of Lead delivery, Agent's sole remedy is to terminate this Agreement.

7. Additional Representations, Warranties and Covenants of Agent. Agent further represents, warrants and covenants to UE as follows:

(a) Agent has and will have all licenses, certifications and other governmental and non-governmental authorizations (collectively, the "Licenses") required for the conduct of Agent's business as an insurance agent who offers and sells insurance products to consumers, and all such Licenses are and will remain valid and in good standing.

(b) Agent has not been disciplined or threatened with discipline by any governmental authority or professional association for any violation or alleged violation of any law, regulation, rule or ethical standard applicable to Agent, any License held by Agent or Agent's business, and no disciplinary proceeding involving Agent is pending or threatened.

(c) Agent has not, in the past ten (10) years, been convicted of any felony or misdemeanor (or comparable violation of law) involving a crime of moral turpitude anywhere in the world, and no such criminal or comparable proceeding is now pending against Agent anywhere in the world.

(d) Agent has never been disciplined or terminated for cause by any insurance brokerage or underwriter/carrier.

(e) All information provided by Agent to UE relating to this Agreement or Agent's Account is true, accurate and complete in all respects.

8. Notification of Certain Matters. Agent agrees to notify UE promptly in writing and no later than forty-eight (48) hours following: (i) any change in the expiration date or status of any of Agent's credit cards on file with UE; (ii) any change in Agent's contact information, including address, telephone number and e-mail address; (iii) any breach of any of Agent's representations, warranties and covenants contained herein; and/or (iv) any apparent breach of security, such as loss, theft or unauthorized disclosure or use of Agent's user name, password or other Account information.

9. Security. UE will make reasonable attempts to secure all data on the UE Site, however UE is not responsible for lack of care by Agent to secure its own data (for example, sharing of Agent's user name, password or other Account information, not logging out of Agent's Account, etc.) or for any breach of security on the Site. For the avoidance of doubt, Agent is responsible for any access to or use of Agent's Account or the UE Site by Agent or any person or entity using Agent's user name, password or other Account information provided by UE to Agent, whether or not such access or use has been authorized by or on behalf of Agent, and whether or not such person or entity is an employee, agent or representative of Agent. Agent acknowledges and agrees that UE has the right to deactivate, change and/or delete Agent's user name and/or password in UE's sole discretion for any reason or no reason. Agent will maintain appropriate physical, technical and organizational measures to protect each Lead provided to Agent against accidental loss or unauthorized access, use, disclosure, alteration or destruction.

10. Proprietary Rights; Scope of Use. As between UE and Agent, Agent acknowledges and agrees that UE owns, solely and exclusively, all right, title and interest in and to the Sites, including without limitation all content, code, data, information, graphics, and other intellectual property used in or on the Sites, the look and feel, design and organization of the Sites, and all copyright, trademark, trade name, service mark, patent, trade secret, moral, database and other intellectual property and proprietary rights inherent therein or appurtenant thereto. Subject to the provisions of this Agreement, including, without limitation, Agent's payments of all applicable fees, UE hereby grants to Agent a limited, non-exclusive, non-assignable, non-transferable license during the term of this Agreement to access, view and print approved materials and information from the UE Site remotely over the Internet, solely for Agent's internal business purposes in connection with its use of the services provided under this

Agreement and solely using the Account user name and password provided to Agent by UE. Any other use of the UE Site, Agent's Account or any content, code, information, data or other materials contained therein or available through the UE Site is strictly prohibited. Any third party's trademarks, logos or other intellectual property that may appear on any Site are the property of their respective owners and may not be used without such third party's written consent. All rights not expressly granted to Agent hereunder are reserved exclusively to UE.

11. **Disclaimer.** AGENT ACKNOWLEDGES THAT ALL SERVICES PROVIDED BY UE HEREUNDER ARE PROVIDED "AS IS" AND "WHERE IS" WITHOUT ANY WARRANTY WHATSOEVER AND THAT AGENT'S USE OF SUCH SERVICES IS AT AGENT'S OWN RISK. NEITHER UE NOR ANY OF UE'S AFFILIATES, LICENSORS OR SUPPLIERS MAKES, AND AGENT IS NOT RECEIVING, ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. UE AND ITS AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, TITLE AND/OR NON-INFRINGEMENT. UE IS NOT INVOLVED IN ANY TRANSACTION BETWEEN AGENT AND ANY PROSPECT. AS A RESULT, UE HAS NO CONTROL OVER THE INTEGRITY, QUALITY, SAFETY OR LEGALITY OF ANY LEAD OR THE TRUTH OR ACCURACY THEREOF. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, UE CANNOT AND DOES NOT CONFIRM THAT ANY PROSPECT IS WHO SUCH PROSPECT CLAIMS TO BE. IN THE EVENT AGENT HAS A DISPUTE WITH ANY PROSPECT, AGENT RELEASES UE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT OR OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH DISPUTE. AGENT IS SOLELY RESPONSIBLE FOR ITS RELATIONSHIPS WITH ANY PROSPECT AND FOR SEEKING ANY REMEDIES AND REDRESS DIRECTLY FROM ANY PROSPECT IN THE EVENT OF ANY SUCH DISPUTE.

12. **Limitation of Liability.** IN NO EVENT SHALL UE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS OR ANTICIPATED BUSINESS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE SITES OR THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM INFORMATION PROVIDED BY, TO OR THROUGH UE, OR ANY OTHER DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UE DOES NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. THE AGGREGATE LIABILITY OF UE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS TO AGENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE SITES OR THE SERVICES PROVIDED HEREUNDER, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THE GREATER OF (i) THE AMOUNT RECEIVED BY UE DIRECTLY FROM AGENT PURSUANT TO THIS AGREEMENT DURING THE CALENDAR MONTH DURING WHICH SUCH CLAIM(S) ACCRUED, OR (ii) \$100.00.

13. **Indemnification.** AGENT AGREES TO DEFEND, INDEMNIFY AND HOLD UE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES, ARISING IN ANY WAY FROM (A) AGENT'S MISUSE OF ANY OF THE SITES OR THE SERVICES PROVIDED HEREUNDER, (B) AGENT'S PLACEMENT OR TRANSMISSION OF ANY MESSAGE, CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIALS THROUGH ONE OR MORE OF THE SITES, (C) AGENT'S BREACH OR VIOLATION OF THE LAW, THIS AGREEMENT, THE TERMS AND CONDITIONS OR THE PRIVACY POLICY, OR (D) AGENT'S DISPUTE WITH A PROSPECT OR OTHER THIRD PARTY.

14. **Notice.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail, with confirmation of transmission; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested. UE is authorized to send any notices to Agent hereunder to the mailing address, and/or e-mail address associated with Agent's Account, as such information may be updated by Agent from time to time. Agent is authorized to send any notices to UE hereunder to the following mailing address and e-mail address:

Mailing Address:

Underground Elephant, Inc.
600 B Street, Suite 1300
San Diego, CA 92101

E-mail Address:

15. **No Assignment.** Agent may not assign, sublicense or transfer this Agreement or any of Agent's rights or obligations hereunder to any third party, and any attempted assignment, sublicense or transfer is hereby null and void.

16. **Amendment.** UE may amend this Agreement from time to time by providing Agent with ten (10) days' prior written notice of such amendment. Any use by Agent of the UE Site or acceptance of Leads under this Agreement as so amended after the expiration of such notice period shall be deemed to constitute agreement by Agent to the amended Agreement. The then-current version of this Agreement is always available for Agent's review via Agent's Account.

17. **Entire Agreement.** This Agreement, including the Terms and Conditions and the Privacy Policy, and excluding any materials located on the Sites or in any other medium, represents the entire understanding and agreement of Agent and UE with respect to the subject matter hereof and thereof. By signing and/or making an electronic affirmation of this Agreement, Agent represents and warrants that any individual accepting this Agreement on Agent's behalf is duly authorized to bind Agent to this Agreement and acknowledges its acceptance of the terms of this Agreement. By providing Leads to Agent's Account, UE indicates its acceptance of the terms of this Agreement.

18. **No Joint Venture.** This Agreement creates no partnership, joint venture, association, agency, franchise, contract of employment or comparable relationship between the parties, and neither party shall have the authority to bind the other party for any purpose not expressly set forth herein.

19. **Governing Law and Venue.** This Agreement will be governed by, construed under and enforced in accordance with the laws of the State of California without regard to its conflict of laws rules, and the prevailing party will be entitled to reasonable attorneys' fees and costs of suit, as well as all such fees associated with enforcing any judgment pursuant hereto. Any lawsuit or action brought by the parties hereto shall be filed and adjudicated in the state and federal courts located in San Diego County, which shall be the exclusive forum for any such dispute. Nothing herein shall prohibit a party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo.

20. **No Waiver; Severability; Limitations Period.** UE's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to consider the parties' intentions as hereby reflected in the remaining provisions of this Agreement, and such other unaffected provisions shall remain in full force and effect. Agent agrees that any claim or cause of action by Agent against UE arising out of or related to the Sites, Agent's Account or the Agreement must be filed by Agent within one (1) year after such claim or cause of action first arose or such claim and/or cause of action shall be barred forever; provided, however, that in the event any statute or law prohibits the revision of the limitations period applicable to such claim or cause of action to such one (1) year, such period shall be revised to the shortest period of time allowable by such statute or law.

21. **Counterparts.** This Agreement may be executed via facsimile or PDF, and in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties caused their duly authorized representatives to execute this Assignment and Assumption Agreement as of the date first above written.

Agent

Underground Elephant Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____