

REFERRAL AGREEMENT

By submitting this online form, you agree to the terms of this Referral Agreement (this "Agreement"). For purposes of this Agreement, you are referred to as "Referrer".

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Referrers

a. Subject to the terms and conditions of the Agreement, Referrer may from time to time refer potential customers ("Potential Customers") to Webideation. Referrer shall give Webideation written notice of Potential Customers by mail or email, which must be acknowledged by Webideation to be valid under this Agreement.

b. Webideation, in its sole discretion, shall have the option to enter into or decline to enter into, an agreement with any Potential Customer. In the event Webideation declines for any reason, to enter into an agreement with any Potential Customer, Webideation shall have no obligation to Referrer under this Agreement or otherwise with respect to such Potential Customer.

c. If (a) such Potential Customer has (i) not previously entered into an agreement with Webideation; (ii) not previously been referred or introduced to Webideation in writing by any other person; and (iii) not previously been documented as a Customer (as defined below); and (b) Webideation enters into an agreement with any such Potential Customer upon such terms and conditions acceptable solely to Webideation and such Potential Customer, within sixty (60) days of such Potential Customer being referred to Webideation by Referrer, such Potential Customer shall be considered a "Customer" for purposes of this Agreement and Webideation shall pay a fee to Referrer as set forth below in Section 2.

d. In the event a referral of a Potential Customer is disputed among one or more Referrers, finders or other persons, Webideation alone shall determine which party, based solely upon who first provided it with written notice of such Potential Customer, is entitled to a fee, if any, with respect to such Potential Customer.

2. Compensation

a. If Webideation and a Potential Customer of Referrer enter into a contract for more than Two Thousand Dollars (\$2,000), Referrer shall be entitled to a Referral fee of **ten percent (10%)** of the contracted fee (the "Referral Fee").

b. Webideation shall pay the Referral Fee earned to Referrer within 5 business days of the final payment collected from Customer. The Referrer shall not be entitled

to any payment from Webideation except as specifically provided herein.

3. Term and Termination

a. The initial term of this Agreement shall be one (1) year from the Effective Date and shall be renewed thereafter automatically on a month-to-month basis unless sooner terminated as hereinafter provided, subject to and upon the conditions specified herein.

b. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Customers or Potential Customers introduced by Referrer (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the termination of this Agreement); provided, however, Referrer shall cease to be entitled to any Referral Fees due to it as of the date of termination if this Agreement is terminated by Webideation for cause as hereinafter defined. As used herein, "cause" shall mean any breach of sections 4.a, 8.c or 8.d of this Agreement by Referrer. In no event shall the above-referenced list include any parties that were not identified to Webideation by Referrer as Potential Customers in writing prior to giving the termination notice.

4. Acting as Finder Only: Non-Exclusivity

a. It is understood and agreed that Referrer is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on Webideation's behalf, or to negotiate the terms of Potential Customers' agreements with Webideation. Referrer hereby agrees to indemnify, defend, and hold Webideation harmless and from any and all claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Referrer or the breach thereof.

b. Referrer acknowledges that Webideation may enter into Referral agreements or similar arrangements with other parties and that Referrer shall have no rights under such agreements or to any fees for customers referred to Webideation by others or identified by Webideation itself.

5. Relationship

Referrer and Webideation expressly intending that no employment, partnership, or joint venture relationship is created by this agreement, hereby agree as follows: **(i)** neither Referrer nor anyone employed by or acting for or on behalf of Referrer shall ever be construed as an employee of Webideation and Webideation shall not be liable for employment taxes respecting Referrer or any employee of Referrer; **(ii)** Referrer shall not make any commitment or incur any charge or expense in the name of Webideation; **(iii)** Referrer expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referrer nor anyone employed by or acting on behalf of Referrer shall receive or be entitled to any consideration, compensation or benefits of any kind from Webideation.

6. Indemnification

Each party shall indemnify, defend and hold the other party (and all officers, directors, employees, Referrers, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation, interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: **(i)** such party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligations hereunder; or **(ii)** negligent acts or omissions or the willful misconduct of such party or its employees, Referrers, contractors or invitees.

7. Liability

Under no circumstances shall either party be liable for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.

8. Explanations

a. Entire Agreement

This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing and signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is intended as a complete and exclusive statement of the terms of the agreement between the parties.

b. Notice

Other than notice by Referrer to Webideation of a Potential Customer, all notices given and requests made hereunder must be sent in writing and must be delivered or sent either by nationally recognized overnight courier or registered or

certified United States mail, return receipt requested, postage prepaid. All notices to either party shall be delivered to their respective addresses listed above. The parties may change their address by notice delivered to the other party. Any notice or request sent by registered or certified United States mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice or request sent by overnight courier service shall be deemed given on the date of receipt or refusal of the same.

c. Confidentiality

Referrer acknowledges that by reason of its relationship to Webideation hereunder, it may have access to certain information and material concerning Webideation's business, plans, customers, technology and products that are confidential and of substantial value to Webideation, which value would be impaired if such information were disclosed to third parties. Referrer agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Webideation. In the event of termination of this Agreement, there shall be no use or disclosure by Referrer of Webideation and disclosure by Referrer of any confidential information of Webideation and any materials related to Webideation shall be immediately returned to Webideation. Referrer acknowledges that the provisions of this Section are reasonable and necessary for the protection of Webideation and that Webideation will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Referrer agrees that, in addition to any other relief to which Webideation may be entitled in the form of actual or punitive damages, Webideation shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining Referrer from any actual or threatened breach of such provision. The terms of the Section shall survive termination of this Agreement.

d. Representations, Warranties and Covenants

Referrer represents, warrants and covenants to Webideation that at the Effective Date and continuing for the term of this Agreement, that neither the execution and delivery of this Agreement nor the sale of Webideation services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other agreements to which Referrer is a party or by which it is bound.

e. Successors and Assigns

Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto, and Referrer shall not assign this agreement without the prior written consent of Webideation.

f. Governing Law

The laws of the State of California shall govern this Agreement and Referrer agrees to submit to the jurisdiction of the state or federal courts of California.

g. Authority

If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such party is duly formed or duly qualified and that each person executing this

Agreement on behalf of such a party is an officer or member of such party and is duly authorized or execute, acknowledge and deliver the Agreement to the other party.

h. Counterparts

This Agreement may be executed in one or more counterparts and Referrer's submittal of the online Referral Agreement form shall be sufficient to indicate acceptance by the Referrer.