

# REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ (the "Effective Date") by and between [ideavertenLLC] ("ideavertenLLC"), and \_\_\_\_\_ (the "Referring Party").

## RECITALS

WHEREAS [ideavertenLLC] is in the business of providing Web Development, Hosting and SEO-SEM and related services to Customers and wishes to secure referrals for the provisions of such services;

AND WHEREAS Referring Party wishes to send referrals to [ideavertenLLC] for the purpose of [ideavertenLLC] providing such services to said referrals;

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and promises contained herein, the parties agree that the above recitals are true and the parties further agrees as follows:

## WITNESSETH

### 1. DEFINITIONS

1.1 The following definitions shall apply to this Agreement:

(a) "Customer" means each business entity or individual referred to [ideavertenLLC] by Referring Party as a potential customer of [ideavertenLLC].

(b) "Qualified Referral" means each Customer referred to [ideavertenLLC] by Referring Party with whom [ideavertenLLC] had no pre-existing relationship, either directly or indirectly, and with whom [ideavertenLLC] in its sole discretion, enters into a product or service agreement.

(c) "Referral Fee" means the amount to be paid to Referring Party by [ideavertenLLC] to the Referring Party for each Qualified Referral.

### 2. RESPONSIBILITIES & RIGHTS OF PARTIES

2.1 For each Customer whom Referring Party wishes to refer to [ideavertenLLC] and to qualify under this Agreement, Referring Party will submit to [ideavertenLLC] a completed Referral Form ("Referral Form"). For each submitted Referral Form, the Referring Party must submit in writing to [ideavertenLLC] a monthly Customer status update. Each such Customer referral must meet any and all [ideavertenLLC] qualifications and criteria and be accepted in writing by [ideavertenLLC]. Any such Customer referral that does not result in a Qualified Referral within six (6) months from the date of the referral shall expire unless an extension has been granted by [ideavertenLLC] in writing. [ideavertenLLC] will not unreasonably (i) modify any Referral Form nor (ii) refuse to accept any Customer referred by Referring Party nor

(iii) if reasonably requested by Referring Party, refuse to extend the period during which the Referral Form will continue in effect.

2.2 Referring Party warrants and represents that, for each Customer referred to [ideavertenLLC] under this Agreement, the Referring Party has the authority to make the referral on behalf of the Customer, has disclosed the potential receipt of fees under this Agreement to the Customer, and has no conflict of interest with the Customer or with [ideavertenLLC] in receiving such payment. Referring Party warrants and represents that neither it nor, to its knowledge, any director, officer, shareholder, partner or member of it, is an affiliate of [ideavertenLLC].

2.3 Each party understands that this Agreement is non-exclusive. Without limiting the generality of the foregoing, Referring Party acknowledges that nothing in this Agreement shall prevent or limit [ideavertenLLC] from marketing and selling its products or services, in whole or in part, directly or indirectly, to any prospective customers or from appointing representatives, resellers, distributors and other marketing agents, without liability to Referring Party.

2.4 [ideavertenLLC] shall determine in good faith whether a prospect referred to it is a Qualified Referral. Any dispute as to such a determination shall be resolved pursuant to the terms hereof.

### 3. PAYMENT

3.1 Referral Fee Amount. As full and complete payment for all Qualified Referrals hereunder, [ideavertenLLC] shall pay Referring Party the amount of ten percent (10%) of the initial or setup fee collected for any Qualified Referral resulting in a sale (the "Referral Fee") or a flat fee as described in ADDENDUM "A". SEE ADDENDUM "A" for referral fee schedule. Referral fees will not be paid on any service rendered by Referring Party (eg. web designer who is paid separately for his/her work will not receive referral compensation for their part of the work).

3.2 Referral Fee Deadline. All Referral Fees payable hereunder shall be paid on or before the 15<sup>th</sup> of the month following the month in which the Qualified Referral was generated. There shall be a 5% late fee assessed if said payment is presented after the 16<sup>th</sup> day of the following month

### 4. NO OTHER RIGHTS GRANTED.

4.1 No other rights or licenses are granted to Referring Party under this Agreement and this Agreement does not grant Referring Party any right to solicit or market services or products offered by [ideavertenLLC].

### 5. TERM & TERMINATION

5.1 Term. This Agreement will remain in effect for a period of five (5) years from the Effective Date hereof.

## 5.2 Termination.

(a) This Agreement may be terminated by either party at any time in the event of a material breach by the other party which remains uncured after thirty (30) days written notice.

(b) Either party may terminate this Agreement at any time, without cause, upon sixty (60) days prior written notice to the other party.

(c) Upon expiration or termination of this Agreement, (i) both parties shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the parties, (ii) each party agrees not to act in any way that might damage the reputation of the other party's products or services, and (iii) Referring Party shall cease to promote, solicit, or procure orders on behalf of [ideaovertenLLC].

## 6. CONFIDENTIAL INFORMATION

6.1 Any information received by either of the parties in respect of the performance of the parties' obligations hereunder will be treated in full confidence and will not be revealed to any other parties, corporations, or organizations without proper authorization, unless such information is in the public domain. The Parties further acknowledge and agree that any and all information, documentation, materials and the like relating to this Agreement or its terms (collectively, the "Documentation") shall be used only pursuant to the terms of this Agreement, and only under such authority as may be authorized or granted from time to time and only for the purpose of enabling the terms of this Agreement to be fulfilled and to facilitate the performance of the parties' respective responsibilities hereunder. Neither Party shall copy, download, or otherwise in any fashion or media, directly or indirectly, reproduce any Documentation or system information, in whole or in part, nor permit any of same, from the other party, whether by physical or electronic means or otherwise, unless expressly authorized to do so by the other party in writing.

## 7. LIMITATION OF LIABILITY

7.1 Under no circumstances (i) shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages (even if that party has been advised of the possibility of such damages), including but not limited to, loss of revenue, profits or business, costs of delay, costs of lost or damaged data or documentation, or such party's liabilities to third parties arising from any source; (ii) shall [ideaovertenLLC] be liable to Referring Party pursuant to this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess, in the aggregate, of Referral Fees owed and not yet paid to Referring Party; or (iii) shall Referring Party have any claim against [ideaovertenLLC] for fees, compensation or otherwise with regard to this Agreement, whether in contract, in tort, under any warranty, or otherwise, either during the term of this Agreement or after its termination, except as expressly provided in this Agreement.

8. MISCELLANEOUS

8.1 Binding Effect. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, successors-in-title, heirs and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person that is not a party hereto.

8.2 Assignment. No Party may assign his/her interest hereunder without the express written consent of the other Party.

8.3 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of Pennsylvania, notwithstanding any choice of law rules to the contrary.

8.4 Entire Agreement. This Agreement embodies the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8.5 Severability. If any provision of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of this Agreement shall be enforceable in accordance with its terms; *provided, however,* that this Agreement continues to reasonably and substantially reflect the intent of the Parties expressed herein taking into account the exclusion of such unenforceable provision.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.**

[ideaovertenLLC]

Referring Party

\_\_\_\_\_  
BY: ED KUNDAHL  
ITS: PRESIDENT

\_\_\_\_\_  
BY: (sign)

Name \_\_\_\_\_  
(print)

Address: \_\_\_\_\_

\_\_\_\_\_  
City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ADDENDUM "A"**

**Referral Fee Payment Schedule**

10% of initial or setup fee collected for any Search Engine Marketing Service

10% of total programming fee collected

10% of web design fee collected

10% of monthly hosting fees collected

\$75 for each Merchant Account Referral, including High Risk and Cash Advance Referrals, that sign up and process with our Merchant Account Services.