

Lead Referral Agreement

This agreement is made as of the _____ day of _____ (“effective date”), by and between **Cellarstone Inc.**, a California corporation located at 80 Cabrillo Hwy, Suite Q216, Half Moon Bay, CA, 94019, USA (“Company”), and _____ (“Referral Partner”).

The Referral Partner desires to introduce Prospects to Company that are interested in Company’s products, and Company is interested in being introduced to those Prospects. In consideration of the mutual covenants herein contained and other good and valuable consideration, Company and Referral Partner hereby agree as follows:

1. **Referral Fee.** Company shall pay to Referral Partner a one-time referral fee on First-Year related Product License, Subscription and Maintenance revenue only (exclusive of services and other revenue) , for every Prospect brought to Company, through the efforts of Referral Partner.

<u>Lead Source Method</u>	<u>Referral Fee</u>
Teleconference/meeting with Partner and Prospect	15%
Email Introduction from Partner with Prospect on email	10%
Web click through	5%

2. **Term and Termination.** This Agreement shall be in effect for one (1) year from the Effective Date and shall automatically be renewed for four (4) consecutive one (1) year terms upon the anniversary of the Effective Date, unless it is replaced by mutual written agreement with a new agreement or terminated. Either party may terminate this Agreement, without cause or reason, at any time, upon thirty (30) days’ advance written notice to the other party.

3. **Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party (“Confidential Information”). Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party, during the contract term and for a period of 2 years after termination, any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

4. **Proprietary Rights.** The parties agree that Company owns all proprietary rights, including copyrights, patents and trade secrets, in and to the products and that this Agreement does not transfer ownership of any these rights.

5. **Limitation of Liability.** In no event shall Company be liable for any indirect, special or consequential damages (including but not limited to loss of anticipated profits) in connection with or arising out of this Agreement or the furnishing, functioning, use, distribution or marketing of the software or any related item or service provided by Company or Referral Partner.

6. **Independent contractors.** No provision of this Agreement shall be construed to constitute either party as the agent, servant, employee, partner, or joint venture of the other party. The parties to this Agreement are and shall remain independent contractors.

7. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of California. Venue of all disputes resulting in litigation will be the state/federal courts located in San Mateo County, California.

YOU ACKNOWLEDGE: (1) that you have read this agreement, understand it, and agree that it is the complete and exclusive statement of the Agreement between you and CellarStone, Inc.

PARTNER _____

Sign

_____ **Date**

_____ **Company/ Entity Name**

_____ **Title**