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## Consulting Partner Referral Agreement

This Referrer Agreement (the “Agreement”) is made on \_\_\_\_\_ (the “Effective Date”), by and between **CellarStone, Inc.**, a California corporation, located at 80 Cabrillo Hwy N, Ste Q216, Half Moon Bay, California, 94019, United States of America, (“CellarStone”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, located at \_\_\_\_\_ (“Partner”).

WHEREAS, CellarStone has developed and owns or has the right to license the QCommission software, QXchange software, MaxBlox software and other applications (“Products”) for implementation; and

WHEREAS, Partner desires to refer prospective customers (the “Prospect”) the Products of CellarStone in return for potential compensation from CellarStone; and

WHEREAS, CellarStone is willing to accept the referral and compensate the Partner if a sale transaction with the Prospect is generated, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, CellarStone and Partner agree as follows:

- 1. Referral Relationship.** Partner hereby refers the Prospect identified in Exhibit A to CellarStone as a prospective customer. The parties acknowledge that their referral relationship is limited to the specific licensing and maintenance fee opportunities described by Referral Prospect in making the referral.
  - a. **Primary Referrals.** The Partner directly refers the opportunity to CellarStone.
  - b. **Downline Referrals.** The Partner recruits other entities as partners to CellarStone and the referral is made by those partners.
- 2. Qualification of Referral.** To qualify as a Prospect referral under this Agreement: (a) the information in Exhibit A must be provided via mail or email; (b) Partner must be in active communication with the Prospect when the referral is made; and (c) Partner must be only presenting CellarStone as their recommended solution to Prospect. CellarStone may reject a referral at its business discretion. The referral will not be accepted until a copy of this Agreement signed by CellarStone and Partner is delivered to the Partner. CellarStone will pay Partner a commission if, the referral results in a license transaction between CellarStone and the Prospect, closes within six (6) months of acceptance of the referral by CellarStone.
- 3. Competitive Applications.** Partner shall not attempt to interest the Prospect in a software application or module that competes with Product for the current licensing opportunity, unless expressly approved by CellarStone.
- 4. Pricing and Invoicing.** CellarStone will be solely responsible for all software subscription license pricing and discounts offered to the Prospect. (a) CellarStone will invoice the Prospect separately for the applicable license, maintenance and support fees; (b) implementation services will be invoiced by parties individually, and (c) upon the written request of the other party, will provide an accounting of the license and other fees received from the Prospect for the opportunity.
- 5. Commissions.**

- 5.1 Eligibility and Payment.** CellarStone will pay Partner a commission on eligible revenue and according terms specified in Commission Rates (Addendum I) and Commissionable Products Addendums (Addendum II).
- 5.2 Pass through to Customer as discounts.** Eligible commissions can be passed through to the customer as discounts.
- 6. Implementation Services Quality.** CellarStone and Partner will each be directly responsible to Prospect for the nature and quality of their respective implementation services. The parties hereby indemnify each other against any liability to the Prospect based on alleged problems with the implementation services. CellarStone and Partner will work together in good faith to address any such problems for the Prospect.
- 7. Support.** CellarStone will offer support for Product to the Prospect on the same terms and conditions as its other customers. CellarStone will not provide support for any third-party applications.
- 8. Marketing.** CellarStone and Partner will both cross-list each other's company and products with corresponding web links on their website. If CellarStone elects to do a press release, case study, or similar marketing activities based on the Prospect or the current opportunity, Partner will provide commercially reasonable assistance in such efforts.
- 9. 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"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. 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 (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), 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.
- 10. Term.**
- 10.1 Termination for Convenience.** This Agreement shall be in effect for one (1) year from the Effective Date, and shall automatically be renewed for 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.
- 11. Miscellaneous.**
- 11.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA.
- 11.2 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. Referral Partner will use all computer programs consisting of or containing proprietary information related to the products solely for the purposes of performing under this Agreement. Referral Partner will not decompile, disassemble or otherwise reverse engineer the products or cause others to do so. Referral Partner will not modify or cause others to modify the

products, without prior written consent of Company.

**11.3 Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally, by email or by facsimile transmission with confirmation.

**11.4 Force Majeure.** Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: acts of God or public enemies, acts of terrorism, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

**11.5 Severability.** If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

**11.6 Integration and Amendment.** This Agreement, together with its attached exhibits, constitutes the entire agreement between the parties and supersedes any prior agreements between them, whether written or oral.

**11.7 Independent Contractors.** The parties are independent contractors and nothing herein shall be deemed to constitute the parties as a joint venture. Further, neither party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other, nor shall either be deemed the agent or employee of the other.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

**Name:** \_\_\_\_\_

(Full Legal Name of Partner Company)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CellarStone, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Officer

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**ADDENDUM I: COMMISSION RATES****Product: For All Products in Commissionable Products Addendum****Revenue crediting and Commission Payment Terms****Commission Eligible Revenue Total**

Is cumulated across all Transactions' Commission Eligible Revenue for the year.

This commission will be based on a percentage of CellarStone's **First Year** Product License, Maintenance and Subscription Fee Revenue from referred and closed transaction. "Product License, Maintenance and Subscription Fee Revenue" means all revenues from the licensing of the software, net of adjustments/discounts and excluding any service revenue and taxes.

Partner will be paid commissions based on the schedule listed below for annual Commission Eligible Revenue:

<b>Commission Eligible Revenue Total</b>	<b>Commission Rates</b>
For all amounts	25%

**Downline Revenue Total**

Is cumulated across all downline Transactions' Commission Eligible Revenue for the year.

This commission will be based on a percentage of CellarStone's **First Year** Product License, Maintenance and Subscription Fee Revenue from referred and closed transaction. "Product License, Maintenance and Subscription Fee Revenue" means all revenues from the licensing of the software, net of adjustments/discounts and excluding any service revenue and taxes.

Partner will be paid commissions based on the schedule listed below for annual Downline Commission Eligible Revenue:

<b>Commission Eligible Revenue Total</b>	<b>Commission Rates</b>
For all amounts	5%

**Payment.** CellarStone will pay the commissions to Partner within 45 days after payment from Prospect. If the Prospect pays in installments, the commission shall be paid on the same terms. If applicable, payment of the commission may be in the form of a credit against Partner's account.

**ADDENDUM II: COMMISSIONABLE PRODUCTS**

<b>PRODUCT</b>	<b>Service Delivery By</b>
QXchange	Partner
Easy-Commission	Partner
MaxCustomer	Partner
MaxBlox	Partner
QCommission	CellarStone
Other CellarStone Products	CellarStone

**EXHIBIT A**

**1. Opportunity Information.**

Full Name of Prospect Firm: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Names of Contact(s): \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

*(this information can be sent via email as well)*