

ATIGRO REFERRAL REWARDS AGREEMENT

THIS REFERRAL AGREEMENT (this "Agreement") is made effective as of this ____ day of _____, 20__ (the "Effective Date") by and between Clickforhelp.com, Inc., d/b/a Atigro, a Virginia corporation ("Atigro") and _____, a _____ ("Referrer").
(COMPANY NAME) (TYPE OF ENTITY AND STATE)

RECITALS

- A. Atigro provides digital marketing services to its clients in the Washington, DC Metropolitan area; and
- B. Referrer desires to refer clients to Atigro, in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Referrals. Referrer may from time to time refer its present, prospective and future clients in need of digital marketing services to Atigro for the purpose of having Atigro provide such services to the client; provided, however that both parties hereto understand that this Agreement is non-exclusive and Referrer at its option and in its sole discretion may also refer to other companies for the provision of such services. For each client referral, Referrer shall send the client's information (each a "Referred Client"), including but not limited to, the client's business name, contact person's name, email address, phone number, and a brief description of work being done by Referrer for such client (if applicable), to Atigro in accordance with the terms of Section 6.9 hereinbelow (the "New Client Referral Notice"). If referring a new project to Atigro for a previously Referred Client ("Referred Project"), Referrer shall send to Atigro the Referred Client's information and a brief description of the project to be completed (the "Existing Client Referral Notice" and together with the "New Client Referral Notice" referred to herein as the "Referral Notice"). The date on which a Referral Notice Atigro receives a Referral Notice pursuant to the terms of this Section 1 shall be the "Referral Date."

2. Acceptance of Referral. Atigro may in its sole and absolute discretion accept or reject any Referral. Atigro shall use commercially reasonable efforts to notify Referrer of any acceptance of a Referral.

3. Referral Fee. If, within one hundred twenty (120) days of the applicable Referral Date, either: (i) a Referred Client enters into an agreement with Atigro for services (a "Client Agreement"), or (ii) Atigro starts a Referred Project, then Referrer shall be paid an amount equal to Ten Percent (10%) of the fees actually collected by Atigro for such services, pursuant to such Client Agreement, less any discounts or refunds (the amount payable hereunder referred to as the "Referral Fee"). Upon the execution of a Client Agreement or the start of Referred Project, a Referred Client and a Referred Project may collectively be referred to as a "Referral." Notwithstanding anything herein to the contrary, in no event shall a Referral Fee be due and payable to Referrer unless: (a) the Referred Project, or the contractual relationship between the Referred Client and Atigro, arose solely and exclusive from the Referral made by Referrer, and (b) Referrer properly sent Atigro the applicable Referral Notice prior to Atigro starting the Referred Project, or entering into contract negotiations with the Referred Client. Atigro reserves the right to apportion the Referral Fee accordingly if more than one referring party contributed to the Referral.

4. Calculation and Payment of Referral Fee.

Referral Payments for one year from the last referral.

Atigro shall pay Referrer the Referral Fee on the actual amounts received by Atigro from each Referral for the greater of a period of one (1) year following: (a) the first Referral provided by Referrer or (b) the date of any Referral made within a period of one (1) year from the most recent Referral. The proportionate amount of the Referral Fee, if any, shall be remitted to Referrer within (60) sixty days after Atigro's receipt of payment from the Referred Client. All amounts payable by Atigro to Referrer are subject to offset by Atigro against any amounts owed by Referrer to Atigro.

5. Term; Termination. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter and shall automatically renew for successive one (1) year terms unless and until terminated as provided herein (notwithstanding the foregoing, however, the obligation to remit a Referral Fee shall be as described in the amount and in accordance with the terms of Sections 3 and 4, above). Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason. Additionally, either party may immediately terminate this Agreement if the other party materially breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if this Agreement is terminated for any reason, the Referrer shall be entitled to payment of any and all applicable Referral Fees earned for Referrals made prior to termination of this Agreement pursuant to Section 3, and payment of such Referral Fees by Atigro shall continue in accordance with Section 4.

6. Miscellaneous.

6.1. Marketing Materials. From time to time, each party may provide the other party with marketing, sales and technical literature that it customarily uses to promote its products and services (collectively, "Marketing Materials"). Each party will use the other party's Marketing Materials solely for the purposes of this Agreement. Neither party may copy, modify, alter, adapt or create derivative works based on the other party's Marketing Materials. Referrer will discontinue all use of Atigro's Marketing Materials upon termination of this Agreement.

6.2. Confidential Information. Each Party agrees that it will use all Confidential Information provided to it (a "Recipient") directly or indirectly by the other Party ("Discloser") solely for the purpose for which it was provided in accordance with the terms of this Agreement and for no other purpose, and that it will hold all Confidential Information in the strictest confidence. To that end, Recipient will take all reasonable measures necessary to prevent unauthorized access, use, reproduction or disclosure of Confidential Information. In addition, Recipient will not disclose or otherwise reveal the Confidential Information, or any portion, summary or description thereof, or the fact that it has received such Confidential Information, to any unauthorized person. Notwithstanding the foregoing, Recipient may disclose Confidential Information of the Discloser pursuant to subpoena or court order, provided that Recipient gives Discloser prompt and prior notice of such request so that Discloser is permitted to attempt to avoid such disclosure (if Discloser so decides), and Recipient cooperates with Discloser in such efforts. "Confidential Information" means any non-public or confidential technological, business, financial, customer, sales or other proprietary information of a party, including the terms hereof. Confidential Information does not include any information that (i) is or subsequently becomes publicly available or generally known in the relevant industry without Recipient's breach of any obligation owed to Discloser; or (ii) was known to Recipient prior to disclosure of any information by Discloser, as evidenced by written

record. Any employees or other persons, including independent contractors, who are to be provided Discloser's Confidential Information by Recipient, will be bound by the terms and conditions of this Agreement as if they were a party hereto. A breach by any such person will also be considered a breach by Recipient. At any time upon the written request of the Discloser or upon the termination of this Agreement, Recipient will return to Discloser or destroy (at the option of the Discloser) all originals and copies of all Confidential Information of the Discloser or a portion thereof.

6.3. Independent Contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

6.4. Taxes. Referrer shall be responsible for all taxes to which the Referral Fee is subject. The Referrer agrees to indemnify and hold Atigro harmless against any taxes, including any penalties or interest levied by any government on the Referral Fee.

6.5. No Other Rights. No other rights or licenses are granted to Referrer under this Agreement and this Agreement does not grant Referrer any right to resell or otherwise distribute any Atigro product, nor any right to use any Atigro trademark, nor any right to provide any services related to any Atigro product.

6.6. Representations and Warranties. Each party hereby represents and warrants to the other that: (a) it has the necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted; (b) it will conduct business in a manner that reflects favorably on the other party and its products and services; (c) it will make no false or misleading representations with respect to the other party and its products and services; (d) it will make no representations, warranties or guarantees with respect to the specifications, features or capabilities of the other party's products and services that are inconsistent with the other party's Marketing Materials; and (e) as it relates specifically to Referrer, Referrer will make no representations or guarantees with respect to the fees charged by Atigro for its services. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

6.7. Dispute Resolution. If any dispute arises under this Agreement that is not settled promptly in the ordinary course of business, the parties shall seek to resolve such dispute between them by first negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either party and shall be conducted by the respective designated senior management representative of each party. If the parties are unable to resolve the dispute between them within ten (10) business days (or such period as the parties shall otherwise agree) through such negotiations, then either party shall be free to pursue its rights at law or equity.

6.8. Liability Limitation. Under no circumstances shall Atigro be liable or obligated with respect to any subject matter of this Agreement or under any contract, tort, strict liability or other legal or equitable theory, whether or not advised of the possibility of such damages whatsoever, for any special, indirect, incidental, exemplary, punitive, reliance or consequential damages, including loss of

profits, revenue, data or use and in no event shall Atigro's liability exceed the Referral Fees paid by Atigro to Referrer during the six (6) months prior to the commencement of the action giving rise to such liability.

6.9. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if: (a) delivered by hand; (b) mailed, certified or registered mail with postage prepaid; (c) delivered by overnight delivery by a national and reputable overnight carrier; (d) sent via facsimile transmission (with a confirmation receipt) or (e) delivered via electronic mail. All notices to Atigro, shall be sent to: Atigro, Attention: Kenneth Fischer, President, 10225 Tamarack Dr. Vienna, VA 22182. All Referral Notices to Atigro shall be sent only via electronic mail to Kenneth Fischer at accounting@atigro.com. All notices to Referrer shall be made to: _____, (fax) _____, email _____. Notice may be made to any such other person or address as either party, as the case may be, may designate and furnish to the other party in writing.

6.10. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

6.11. Entire Agreement; Waiver; Venue. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the provisions of the conflict of laws thereof. The parties hereby consent to personal jurisdiction in any court of competent jurisdiction situated in and for the Commonwealth of Virginia for any lawsuit arising from or relating to this Agreement. This Agreement is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any third party. Neither party hereto may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The headings in this Agreement are for the convenience of reference only and have no legal effect. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Atigro and Referrer have signed or caused this Agreement to be signed and delivered by their duly authorized representatives, as the case may be, as set forth below.



ATIGRO:

Clickforhelp.com, Inc.

REFERRER:

Company Name

By:
Kenneth Fischer
President

(SEAL)

By:
Name:
Title:

(SEAL)