**REFERRAL AGREEMENT**

From time to time, Freestar and Referring Party shall collectively be referred to herein as the “Parties” and individually, a “Party.”

**RECITALS**

1. Freestar provides digital and Internet marketing, and search engine optimization services to its customers (“Services”);
2. Freestar desires to engage Referring Party to provide the services as set forth in this Agreement, and Referring Party desires to accept such engagement, all on the terms and conditions hereinafter set forth.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein, the Parties agree as follows:

1. **Engagement**. Subject to the terms and conditions hereinafter set forth, Freestar hereby engages Referring Party to recommend the Services offered by Freestar from time to time to prospective customers, clients, and accounts (“Clients”) for the purpose of soliciting such Clients to enter into a Services Agreement (as defined below) and providing such Clients’ contact information to Freestar. For purposes of this Agreement, “Services Agreement” shall mean an executed agreement and scope of work for Services between Freestar and a Qualified Client; and “Qualified Client” shall mean any Clients directly introduced to Freestar from Referring Party resulting in a Services Agreement.
2. **Acceptance of Client; Adjustments**. All Clients solicited by Referring Party shall be subject to acceptance or rejection by Freestar, at Freestar’s sole and absolute discretion, without incurring any liability to Referring Party. Any Services provided by Freestar to a Client pursuant to a Services Agreement shall be at such prices and on such terms or conditions as Freestar shall prescribe, in its sole discretion, and to the extent any such prices, terms, or conditions are negotiated, such prices, terms, and conditions shall be negotiated strictly between the Client and Freestar. Referring Party understands and agrees it shall not have the authority to negotiate, accept, or reject a Services Agreement, or otherwise bind Freestar in any other manner. Freestar shall have the right, in its sole discretion, to modify or discontinue its Services at any time, without incurring any liability to Referring Party.
3. **Term.** Referring Party’s engagement under this Agreement shall commence on the date hereof and shall terminate as follows: (a) if Referring Party is a client of Freestar, Referring Party’s engagement under this Agreement shall terminate at such time as Referring Party is no longer a client of Freestar, or (b) if Referring Party is not a client of Freestar, Referring Party’s engagement under this Agreement shall terminate upon the one-year anniversary of the date hereof, unless earlier terminated pursuant to the terms and conditions of this Agreement. In the event that Referring Party is not a client of Freestar, then, following the Term, this Agreement shall automatically renew for successive one-year terms, and may be terminated by either Party immediately upon written notice to the other Party. This Agreement, and Referring Party’s engagement hereunder, shall automatically terminate when Referring Party is no longer a client of Freestar. Upon any termination of this Agreement, or Referring Party’s engagement hereunder, Freestar’s obligation to pay a Commission as provided in Section 4 below shall also terminate.
4. **Compensation**.
	1. **Compensation for Services**. Unless otherwise agreed to by the Parties in writing, Freestar shall pay Referring Party, as full compensation for the referrals provided by Referring Party under this Agreement, a commission equal to 10% of the Net Revenue received and collected by Freestar during the Term pursuant to the terms of a Services Agreement (the “Commission”), provided, however, if Referring Party is not a client of Freestar, then in no event shall Freestar be required to pay the Commission for greater than 12 months in the aggregate. Freestar shall have no obligation to compensate Referring Party pursuant to this Agreement in the event Freestar enters into any services agreement with its customers following the termination of this Agreement. Freestar shall have no obligation to compensate Referring Party pursuant to this Agreement in the event Freestar enters into any services agreement with a customer other than a Qualified Client.

For purposes of this Agreement, “Net Revenue” shall mean the gross revenue received and collected by Freestar, less any expenses or allowances to a third party, including revenue share payments, pursuant to a Services Agreement.

* 1. **Payments**. Any Commissions earned by Referring Party shall be paid by Freestar to Referring Party within 30 calendar days after the end of the month of collection by Freestar of the Net Revenue.
1. **Termination**.
	1. **Mutual Agreement to Terminate**. The Parties may mutually agree in writing, at any time, to terminate this Agreement.
	2. **Termination for Breach**. This Agreement may be terminated by either Party if the other Party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within 10 days after the breaching Party’s receipt of written notice of such breach.
	3. **Survival**. In the event of any termination of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including, but not limited to any payment obligation accrued by Customer hereunder.
	4. This Agreement and Referring Party’s engagement hereunder shall terminate as set forth in Section 3.
	5. THIS AGREEMENT IS EXECUTED BY BOTH Freestar AND REFERRING PARTY WITH THE KNOWLEDGE THAT IT MAY BE TERMINATED. NEITHER REFERRING PARTY NOR Freestar SHALL BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, BECAUSE OF ANY EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT.
2. **Relationship Between the Parties**. Freestar has engaged Referring Party only for the purposes and to the extent set forth in this Agreement. The relationship of Referring Party to Freestar shall be that of an independent contractor and not that of a partner, joint venturer, agent, or employee. Without limiting any other provision of this Agreement, Referring Party shall have no right or authority to make any contracts, agreements, or commitments in the name of or for the account of Freestar, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of Freestar, nor to make any representation or warranty, express or implied, on behalf Freestar, without prior written authorization signed by an officer or other authorized representative of Freestar. Referring Party shall not be covered by, entitled to participate in, or receive any of the benefits of any retirement, pension, profit sharing, stock option, bonus, hospitalization, vacation, insurance, disability or similar plan, arrangement, or benefit maintained by Freestar or by any affiliated entity for its employees.
3. **Taxes**. Freestar shall make no withholdings from any compensation paid under this Agreement to Referring Party, such as for federal or state income taxes, Social Security, or Medicare taxes. Freestar shall provide Referring Party an IRS Form 1099 for all compensation paid to Referring Party under this Agreement in a calendar year. Referring Party agrees that Freestar shall not be liable for any tax obligations Referring Party may incur with respect to any payment under this Agreement, and specifically agrees to hold Freestar harmless from any such obligation. Referring Party further agrees to defend, indemnify, and hold harmless Freestar, consistent with the terms of this Agreement, from any efforts by any governmental unit or authority that may seek to collect from Freestar any taxes related to any payment to Referring Party made pursuant to this Agreement.
4. **Confidentiality**. Referring Party acknowledges and agrees that during the course of performance of its services to Freestar, it may have access to Confidential Information of Freestar (as defined below), and that it shall not disclose or divulge to others, any Confidential Information or any other proprietary data of Freestar. For purposes of this Agreement, “Confidential Information” shall mean any (a) technical information such as methods, processes, formulae, techniques, inventions, computers programs and research projects, and other intellectual property, and (b) business information such as Client lists, Client information, pricing and financial data, marketing materials and plans, reports, analyses, compilations, studies, and contracts; provided, however, Confidential Information shall not include any such information that previously (i) has been disclosed to the public by Freestar, (ii) was disclosed to a third party that had the right to disclose such information; (iii) was known by the party at the time the information was disclosed; or (iv) is in the public domain (other than by reason of Referring Party’s violation of this Agreement).
5. **Intellectual Property Rights**.
	1. Referring Party and Freestar agree that any and all Intellectual Property (as defined below) made, conceived, developed, or reduced to practice, or caused to be made, conceived, developed, or reduced to practice, by Freestar, arising out of or related to the Services, whether made or obtained by Freestar alone or in association with others during the term of or prior to this Agreement, will be deemed to have been made or developed by Freestar and will be the sole and exclusive property of Freestar. As used herein, “Intellectual Property” means any and all (a) discoveries, improvements, ideas, concepts, creative works, and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including, but not limited to, processes, methods, formulas, and techniques and know-how, and (b) trade secrets, trademarks, mask works, copyrights, and any other intellectual property.
	2. Freestar shall own all right, title, and interest in and to the proprietary information of its customers, including, but not limited to, non-public data provided by, published, used, or displayed or otherwise transmitted by customers (“Customer Data”), as well as any data that is based on or derived from the Customer Data and provided to Freestar or Referring Party.
6. **Non-Circumvention**. Referring Party, through its performance of services under this Agreement, will learn of and become familiar with the contacts, customers, or clients of Freestar. Referring Party agrees not to circumvent any of Freestar’s relationships or efforts by negotiating with contacts, customers, or clients of Freestar or to circumvent any terms of this Agreement without the representation of Freestar or written permission from Freestar.
7. **Indemnification**. Each Party shall indemnify and hold harmless the other Party, and such Party’s officers, directors, employees, agents, affiliates, successors, and assigns (if any) for, from, and against any and all costs, expenses, and liabilities, including reasonable attorney’s fees, arising out of such Party’s acts or omissions in performing or failing to perform its obligation under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement. The obligations of each Party (the “Indemnitor”) under this Agreement to defend, indemnify, and hold harmless the other Party, and their respective employees, representatives and agents (each, an “Indemnitee”) shall be subject to the following: (a) the Indemnitee shall provide the Indemnitor with prompt notice of any claims, demands, causes of action, proceedings, or lawsuits (“Claim”) giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnitor of such Party’s obligation to defend, indemnify, and hold the Indemnitee harmless to the extent such Party reasonably demonstrates such Party’s defense or settlement of the Claim was adversely affected thereby; (b) the Indemnitor shall have sole control of the defense and of all negotiations for settlement of such Claim; and (c) the Indemnitee shall cooperate with the Indemnitor in the defense or settlement of any such Claim at the Indemnitor’s expense. Notwithstanding the foregoing, the Indemnitor shall not settle any claim unless such settlement completely and forever releases the Indemnitee from all liability with respect to such Claim or unless the Indemnitee consents to such settlement in writing. Where the Indemnitor does not request the Indemnitee to cooperate in the defense or settlement of any such Claim in which the Indemnitee is involved, the Indemnitee may participate in the defense of the Claim at such Party’s own expense.
8. **Referring Party Representations**.
	1. Referring Party represents and warrants that Referring Party has all necessary power and authority to enter into this Agreement and all other agreements and instruments to be executed by Referring Party as contemplated by this Agreement and to carry out its respective obligations under this Agreement. The execution and delivery of this Agreement has been duly and validly authorized by all necessary action on the part of Referring Party and no other action on the part of Referring Party is necessary to authorize this Agreement or the transactions contemplated thereby.
	2. Referring Party represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (with or without notice or lapse of time) violate or result in the breach by Referring Party of, or constitute a default under, or conflict with, any agreement, contract, instrument, order, judgment, award, decree, or any other restriction of any kind or character by which Referring Party is bound.
9. **Freestar Representations.**
	1. Freestar represents and warrants it has all necessary Freestar power and authority to enter into this Agreement and all other agreements and instruments to be executed by Freestar as contemplated by this Agreement and to carry out its respective obligations under this Agreement. The execution and delivery of this Agreement has been duly and validly authorized by all necessary Freestar action on the part of Freestar and no other action on the part of Freestar is necessary to authorize this Agreement or the transactions contemplated thereby.
	2. Freestar represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (with or without notice or lapse of time) violate or result in the breach by Freestar of, or constitute a default under, or conflict with, any agreement, contract, instrument, order, judgment, award, decree, or any other restriction of any kind or character by which Freestar is bound.
10. **Miscellaneous**.
	1. **Notices**. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (1) upon confirmation of a receipt of a facsimile transmission; (2) if hand delivered, upon delivery against receipt or upon refusal to accept the notice; or (3) if delivered by a standard overnight courier, one business day after deposit with such courier, postage prepaid, in each case, addressed to such party at the address set forth in the introductory paragraph hereto. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.
	2. **Waiver**. Neither any failure nor any delay on the part of either party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence.
	3. **Controlling Law**. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the state of Arizona, notwithstanding any Arizona or other conflict-of-laws provisions to the contrary.
	4. **Binding Nature of Agreement**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns, except that no party may assign or transfer such party’s rights or obligations under this Agreement without the prior written consent of the other party.
	5. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the Parties reflected hereon as signatories.
	6. **Provisions Separable**. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
	7. **Entire Agreement**. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.
	8. **Paragraph Headings**. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.