



Columbia Services Inc.
 756 Officers Row
 Vancouver, WA 98661
 main 360.737.3734
 sales 360.574.0007
 facsimile 360.433.0011
www.columbiaservices.net
sales@columbiaservices.net

BUSINESS REFERRAL AGREEMENT

The Columbia Services Referral Program (the “Program”) is designed to offer incentives to businesses and individuals for referring prospective customers to Columbia Services.

PLEASE NOTE. In order to participate in the Program, you must have the following minimum hardware and software requirements available:

- Internet access via any modern, commonly used browser, and
- An active e-mail account for the purpose of confirming account and user activation and passwords, as well as for receiving information and updates from Columbia Services.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE YOU APPLY.

These terms and conditions (the “Terms and Conditions”) will govern your participation in the Program. Columbia Services reserves the right to change the Terms and Conditions of the Program at any time without prior notice. Unless otherwise stated, any such changes will become effective immediately upon posting of any such changes on Columbia Services’ web site at: <http://www.columbiaservices.net>. Please return to this page periodically to review any changes that may have been made to this Agreement. If you **do not** want to accept any changes to the Terms and Conditions of this Agreement, you may simply stop participating in the Program by giving written notice to Columbia Services as provided below.

A copy of this Agreement will be sent to you via e-mail if Columbia Services accepts your Application. To obtain a printed copy of these Terms and Conditions for your records, you may print them now from your computer, print the e-mail copy when you receive it, or contact Columbia Services at sales@columbiaservices.net to request a copy.

Your use of the Columbia Services web site in conjunction with your participation in the Program shall also be subject to the Columbia Services Terms of Use and Privacy Statement.

APPLICANT INFORMATION. Please check whether applying as an “Individual” or as a “Company” and complete the applicable information.

Individual

First Name: _____

Last Name: _____

SSN: _____

OR

Company

Company Name: _____

Contact First Name: _____
Contact Last Name: _____
Company Title: _____
Company EIN: _____

Additional Information for either Individual or Company

Street Address: _____
City, State Zip: _____
Email Address: _____
Telephone Number: _____
Mobile Number: _____
Fax Number: _____

AGREEMENT. This Columbia Services Referral Agreement (the “Agreement”) is made by and between **Columbia Services, Inc. (“Columbia Services”)** whose address is 756 Officers Row, Vancouver, WA 98661 and the applicant named above (“**Lead Provider**”), and shall be effective as of the date this Agreement is accepted by Columbia Services (the “Effective Date”).

1. Lead Generation and Lead Provider Conduct.

- a. **Compensation.** Subject to the terms of this Agreement, Columbia Services will compensate Lead Provider for actual sales of Columbia Services services to customers and end users (“End Users”) resulting from sales leads (“Leads”) generated by Lead Provider for Columbia Services.
- b. **Submission of Leads.** All Leads shall be submitted via email at referrals@columbiaservices.net by using the Lead Referral Form provided at that site.
- c. **Exclusions.** Lead Provider shall be compensated only for Leads that Columbia Services (1) accepts after determining that the prospective End User is neither an existing Columbia Services customer nor an already existing prospective customer for services from Columbia Services; and (2) enrolls for new services.
- d. **Payment.** Columbia Services will pay Lead Provider commission for sales of Columbia Services services to Leads only if the sale is closed within one hundred twenty days (120) days of the initial contact by Columbia Services with the Lead. Lead Provider will earn a commission from each Lead that becomes an End User of Columbia Services according to the following schedule:

(1) Shipping Services – a one-time payment of five percent (5%) of the contract amount or Five Thousand Dollars (\$5,000), whichever is less.

(2) Development Services – a one-time payment of five percent (5%) of the contract amount or Five Thousand Dollars (\$5,000), whichever is less.

(2) Hosting Services – a one-time payment equal to two months recurring revenue starting the second month that such End User is receiving service from Columbia Services.

Commissions shall be based on the commission percentage in effect on the date that the Lead Referral form is submitted. Columbia Services reserves the right to charge back to Lead Provider any commissions paid for End Users that cancel or discontinue service within the first six (6) months after service is operational and billable.

- e. **Quality of Leads.** Lead Provider will generate Leads in a manner that will reflect favorably on the good name and reputation of Columbia Services and Columbia Services' services and, specifically, Lead Provider agrees to: (1) comply with all applicable national, international, state and local laws, ordinances and regulations in its dealings with Columbia Services and End Users, including, without limitation, obtaining any required state certifications; and (2) make no false or misleading statements with respect to Columbia Services services, and engage in no illegal, deceptive, misleading, unethical, or improper acts or practices in performing under this Agreement.
- f. **No Commission Sharing.** Lead Provider shall not accept more than one commission from Columbia Services, under any Program, for any Lead, and shall not share commission with any other Lead Provider or any Columbia Services sales representative and/or any other Lead Provider.
- g. **No Assignment.** Lead Provider may not assign or otherwise transfer this Agreement. By participating in the Program, Lead Provider authorizes Columbia Services and its affiliates to use your contact information to communicate with you about the Program and Columbia Services services generally.

2. Relationship of Parties.

- a. **Nature of Relationship.** Neither Columbia Services nor Lead Provider shall have the authority to bind the other by contract or otherwise or to make representations as to the policies or procedures of the other except as specifically authorized by this Agreement. Columbia Services and Lead Provider acknowledge and agree that their relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them and that Lead Provider is an independent contractor with respect to the services provided by it under this Agreement. Lead Provider assumes full responsibility for the acts of its employees and for their supervision, daily direction and control.

3. Lead Acceptance.

- a. **Acceptance.** Lead Provider expressly acknowledges that any submission of Leads for End Users for Columbia Services' services will be subject to acceptance by Columbia Services, in its sole discretion, of such Leads. Furthermore, Columbia Services will have no responsibility or liability whatsoever to Lead Provider with respect to the continued availability or operation of Columbia Services' services or the acceptance of, failure to accept, or follow up of Leads submitted by Lead Provider.
- b. **Conflicts.** Lead Provider acknowledges and agrees that Columbia Services directly or indirectly (or through other sales lead providers) may offer Columbia Services' services and that Lead Provider will be entitled to no compensation for sales made through such

other channels. In the event Columbia Services receives conflicting orders or Leads for services from different lead providers or Columbia Services employees, Columbia Services may in its sole discretion determine who, if anyone, will receive credit for such orders.

4. Tradenames and Trademarks.

- a. **No Representations or Warranties.** Neither Lead Provider nor its employees shall make any representations or warranties relating to Columbia Services' services nor to any affiliation with Columbia Services. Further, this Agreement shall not grant Lead Provider any right to use the Columbia Services trademark(s) without the prior express written permission of Columbia Services.

5. Confidentiality and Communications.

- a. **Confidential Information.** Any confidential Columbia Services specifications, drawings, sketches, data or technical or business information, and any other confidential Columbia Services material, as well as all Lead or End User information ("Information"), furnished to or disclosed by Columbia Services under this Agreement, will be deemed the exclusive property of Columbia Services, and are to be used by Lead Provider solely in the performance of its obligations and duties hereunder and are to be returned to Columbia Services upon termination of this Agreement. Lead Provider shall keep all such information confidential during the term of this Agreement and for a period of three (3) years thereafter. Lead Provider agrees that monetary damages for breach of its obligations under this Section may not be adequate and that Columbia Services will be entitled to injunctive relief with respect to any breach or default of Lead Provider's obligations under this Section.
- b. **Promotional Materials.** Neither party shall reveal the existence of this Agreement in any advertisement, promotional activity or publicity release without the prior written consent of the other.
- c. **Material Breach.** Any breach of this provision shall be a material breach of this Agreement and Columbia Services may then terminate this Agreement immediately upon written notice.

6. Term and Termination.

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter, unless otherwise terminated. This Agreement shall automatically renew for additional one (1) year periods unless one party advises the other of its intent to terminate at least thirty (30) days prior to the anniversary date of the Effective Date of this Agreement.
- b. **Termination.** This Agreement may be terminated: (1) at any time by either party on thirty (30) days prior written notice to the other; (2) for breach by Lead Provider of any provision of this Agreement; (3) by Columbia Services on thirty days (30) written notice (email or letter) if Lead Provider fails to provide at least one Lead in each calendar year; or (4) immediately upon written notice by Columbia Services in the event Lead Provider, in Columbia Services's sole discretion, breaches its obligations set forth herein. Upon termination of this Agreement, Columbia Services's Commission payment obligations shall cease. Notwithstanding the foregoing, any thirty (30) day notice period shall be inapplicable should Lead Provider choose not to accept any changes to the Terms and Conditions of this Agreement made by Columbia Services.

7. Indemnity and Limitation of Liability.

- a. **Indemnification.** Lead Provider agrees to indemnify, defend and hold Columbia Services free and harmless from any loss, damage, or cost, including attorney’s fees, that Columbia Services becomes liable for by reason of any act of Lead Provider in providing Leads, including but not limited to misrepresenting to End Users the Columbia Services’ services or the terms under which the services are made available by Columbia Services. Lead Provider shall immediately notify Columbia Services in writing of any claim, threatened claim, suit or other action related to Lead Provider’s performance under this Agreement.
- b. **Limitation of Liability.** Columbia Services will have no liability to Lead Provider other than for Commissions earned and payable in accordance with this Agreement. IN NO EVENT SHALL COLUMBIA SERVICES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE.

8. Miscellaneous Provisions.

- a. **Notices.** All notices to be given pursuant to this Agreement will be in writing made via e-mail or by the physical address of the receiving party.
- b. **Governing Law.** This Agreement will be governed by the laws of the State of Washington and Lead Provider consents to the jurisdiction of the federal and state courts of the State of Washington.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between Lead Provider and Columbia Services with respect to the subject matter hereof, and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement.
- d. **Arbitration.** Any actions, controversies, claims, disputes and other factual or legal matters in question arising out of or relating to this Agreement or its alleged breach, will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect.

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 COLUMBIA SERVICES PERTAINING TO THE COLUMBIA SERVICES BUSINESS REFERRAL PROGRAM, AND (2) THAT BY SIGNING BELOW YOU REPRESENT THAT YOU HAVE THE AUTHORITY AND RIGHT TO APPLY FOR ENROLLMENT IN THE COLUMBIA SERVICES BUSINESS REFERRAL PROGRAM AND TO BIND YOU AND YOUR COMPANY (IF APPLYING AS A COMPANY) TO THESE TERMS AND CONDITIONS.

PRINT NAME

SIGNATURE

____/____/_____
DATE

Please fax completed document to 360-433-0011.