

Chamber Nation Referral Agreement

**15% 1st Year then 7.5% thereafter for collected revenue
when you refer at least one new organization per year.**

This Trusted Referral Agreement (“**Agreement**”) is made as of _____ day of _____, 20__ (applies to new customers only) by and between **EcTownUSA** {DBA Chamber Nation} (herein referred to as “**Company**”) and (name) _____, (title) _____ (herein referred to as “**Referral Agent**”).

RECITALS

Whereas, Company delivers an excellent online membership system, premium membership plans, and support (herein referred to as “**Services**”) to satisfy the needs of chambers of commerce and a modified version of the system to Associations within the United States, and;

Whereas, Referral Agent is a regular supplier of unique programs designed to support chambers of commerce and associations within the United States and Referral Agent wishes to form an alliance with Company to provide Services to its base of customers and prospective clients (herein referred to as “**Clients**”).

Now, therefore, in consideration of the foregoing recitals which are deemed to form a part of this Agreement, the receipt, and sufficiency of which are hereby acknowledged, the parties agree to the following:

1) Structure

In consideration of the mutual promises stated in this Agreement, Referral Agent agrees to identify, recruit, market, and otherwise encourage Clients to purchase Services from Company, and Company agrees to sell to those clients various Services as required by Client during the term of this Agreement at the prices set forth in Appendix A. Services will be billed on a fee basis depending upon the scope of each individual client. All invoicing, billing, and reconciliation for Services provided to a Client company will be executed by Company on behalf of the Referral Agent.

2) Expected Benefits

- a) Referral Agent
 - i) Additional revenue stream
 - ii) Provide a needed service to Clients through recognized industry experts
 - iii) Additional value strengthens Client relations
 - iv) Provide the foundation for additional services
- b) Referral Agent Clients
 - i) Centralized resource for quality services
 - ii) A trusted and confidential place for members to get these services
 - iii) An ongoing source of current information that is critical to their business
 - iv) Reduce complexity and enhance member value
- c) Company
 - i) Outstanding new relationship
 - ii) Additional revenue stream
 - iii) Build additional credibility
 - iv) Access to an outstanding base of companies

3) Status

Referral Agent acknowledges that it is an independent contractor and not an employee, legal representative, or agent of Company and that this Agreement is not intended to create an agency

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relationship of any kind, apparent or actual, between the parties. The Referral Agent may only act as an agent of the Company only if specifically agreed in writing.

4) Term and Termination

This Agreement is effective on the date of this Agreement above and shall expire following a two-year period (“Initial Term”). AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE-YEAR PERIODS (“RENEWAL TERM”) UNLESS TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE CONTRACT TERMS INCLUDED IN THIS AGREEMENT. Either party may terminate this Agreement upon 30 days prior written notice to the other party at any time during the Initial Term or Renewal Term for any reason.

5) Exclusivity

No exclusivity shall be granted to Referral Agent. The company operates in an open market environment with all Referral Agents. An executed signed Agreement along with Payment indicates Referral Agent of record.

6) Responsibilities

- a) Referral Agent responsibilities include but are not limited to:
 - i) Securing Agreement
 - ii) Obtaining initial payment and billing collection assistance during the commission period
 - iii) Provide ongoing relationship management
 - iv) Follow all company sales presentation guidelines and administrative processes to assure proper Client contracting
- b) Company responsibilities include but are not limited to:
 - i) Development and support of Services
 - ii) Client billing and collections
 - iii) Client relations
 - iv) Data import and export
 - v) Pay commissions to Referral Agent

7) Compensation

- a) Commission
 - i) Referral Agent shall be compensated for client acquisition as per the following schedule:
 - (1) Membership Management System Set-up Fee:
25% of the collected ONE-TIME set-up fee (\$250 when charged at \$999 **Option 1 Pricing Model**)
 - (2) Monthly Recurring Revenue for Paid Member Advertising Services aka. Premium Memberships (PMP):
15% of the collected monthly service fee for one year. 7.5% of the collected monthly service fee for year two, etc. as long as they remain a customer and you establish at least one new active paid referred organization a year from the date of the last one.

Chamber Nation Referral Agreement

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If Referral Agent is working to close a client and questions are asked of Company, but Referral Agent gets the Agreement signed and first check turned into Company, full Commission is paid.

- ii) If a service is canceled by a customer, the Referral Agent Commission will be deducted from the next payment sent to the Referral Agent.
- iii) If a Customer is referred to Company within 90 days by multiple Referral Agents, the Commission is awarded to the Referral Agent that submits the signed Agreement and collected the initial check or payment.

~~a) Reduced Commission~~

~~In instances listed below, Referral Agent Commission is reduced by 50% of the collected monthly service fee~~

- ~~i) Company is working on a "QUALIFIED" lead, or closes the deal on behalf of Referral Agent~~
- ~~ii) Referral Agent only provides the lead and asks Company to close the deal~~

c) Commission Frequency

The company will pay Commission once per month to Referral Agent. Payment will be made by Company to Referral Agent within 15 days after the end of the month. If less than \$100 is owed commission company may choose to make quarterly payments.

d) Commission Term

- i) The commission is paid for three consecutive years from the date of the first Commission payment.
- ii) Subject to the criteria listed below, Referral Agent Commission payments may continue for an additional 3 years:
 - (1) For as long as the Referral Agent is active in promoting the program and growth occurs each year calculated first on the second January 1, after the date of this agreement and thereafter annually on the same date.

e) Contested Commissions

Referral Agent agrees to any chargebacks or expenses for transactions processed by Company on behalf of Referral Agent that are inaccurate in nature. These inaccurate transactions could result from, but are not limited to, misrepresentations by the Referral Agent in the sales or presentation process, or from the use of inaccurate or outdated information.

f) Commission Buyout

If the Company has a change in management and at least one two-year term has been met, the Company may buy-out all Commission Agreements at an amount equal to the past two-year total Commission paid to Referral Agent. The company would pay as a single lump sum or payout over time as negotiated.

8) Confidentiality

- a) Except as contemplated herein or as otherwise necessary for Referral Agent and Company to perform their respective duties hereunder, and except as required by applicable law and regulations or by a governmental authority or court of competent jurisdiction, Referral Agent and Company mutually agree to keep confidential all material nonpublic information exchanged between Referral Agent and Company unless requested and approved in writing by each party to this Agreement.
- b) The Referral Agent will not disclose company information to any competitors of the company during the term of this agreement, and for two years from the termination of this agreement.

Chamber Nation Referral Agreement

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- c) Referral Agent shall not assume ownership of any Company materials including, but not limited to, systems, designs, or establish any copyrights, trademarks, or patents without written consent by the company. Furthermore, Referral Agent or any allowed assignees will not attempt to create, duplicate or reverse engineer the products and/or services provided by the Company or any of its subsidiaries.

9) Authority

Each party and persons signing for such party warrant and represent that he has all requisite power and authority to enter into this Agreement and the activities contemplated hereby; that this Agreement has been duly authorized by all necessary corporate action; that the Agreement has been duly executed and delivered by such party; and that it constitutes a legal, valid and binding Agreement of such party, enforceable in accordance with its terms.

10) Law, Disputes

- a) This Agreement shall be governed and construed according to the laws of the State of California, without regard to its choice of law provisions.
- b) Both parties agree that a reasonable effort will be made to resolve any disputes via arbitration and that the parties waive any right to seek a trial by jury in any such action or proceeding.

Mutuality

All debts and obligations of Company and Referral Agent to each other are mutual and subject to setoff; for purposes of this sentence, Company and Referral Agent shall be deemed to include the parties' respective subsidiaries and affiliates which are directly or indirectly controlled by that party.

11) Trademarks

- a) The Referral Agent will not use any trademark, service mark, copyright, or patent of the Company, registered or unregistered, without the prior written consent of the Company. These limited rights will end with the termination or expiration of this Agreement.
- b) The company will not use any trademark, service mark, copyright, or patent of Referral Agent, registered or unregistered, without the prior written consent of Referral Agent. These limited rights will end with the termination or expiration of this Agreement.

12) Indemnification

- a) Indemnity by Company. The company will indemnify, defend and hold harmless Referral Agent, including all of its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs, and expenses including, without limitation, interest, penalties and attorneys' fees which at any time may be asserted against or suffered by any or all of them, directly or indirectly and which result from Company's negligence or intentional misconduct in the performance of its duties hereunder.
- b) Indemnity by Referral Agent. The Referral Agent will indemnify, defend and hold harmless Company, including all of its officers, directors, employees, agents, and affiliates harmless from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs, and expenses, including without limitation, interest, penalties, and attorneys' fees which at any item may be asserted against or suffered by any or all of them, and which result from Referral Agent's negligence in the performance of its duties hereunder.

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17) Invalid Provisions

If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

18) Integration/Modification

With respect to its subject matter, this Agreement constitutes the entire Agreement between the parties and shall replace and supersede all prior and contemporaneous oral agreements, negotiations, and representations between the parties. This Agreement shall only be modified or changed by a written amendment signed by both parties.

19) Assignment

Neither party shall have the right to assign this Agreement without the prior written consent of the other party; consent may be withheld for any reason or no reason.

20) Section Headings

The section headings in this Agreement are for descriptive purposes only and are not intended to be inclusive, definitive, or to affect the meaning of the contents or script of this Agreement.

21) Survival

Any respective obligations of Company or Referral Agent, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement will survive termination, cancellation, or expiration.

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IN WITNESS WHEREOF, Company and Referral Agent have executed this Agreement as of the date set forth above.

Trusted Partner (Referral Agent)

By: _____

Name: _____

Title: _____

Date: _____

Address for yearly 1099:

Address: _____

EcTownUSA, LLC.

By: _____

Name: Richard Scully

Title: Managing Partner

Date: _____

PLEASE NOTE: Return this agreement to Richard@MemberMomentum.Com.

To set up a future demonstration please refer your customer to

www.RichardsCalendar.com.

FEEL FREE to call or text me at 925-699-9997 and let me know the time they are scheduled so I can invite you into your customer's demo. Also to be sure you get the credit for the sale.