

# Referral Agreement

This Referral Agreement (“Agreement”) grants to the person or entity Referring Party identified below (“Referring Party”) the right to refer to Urban Kreative qualifying new customers (“Prospects”) for the purchase of Urban Kreative service, products, or professional services directly from Urban Kreative in exchange for a Referral Fee (“Referral Fee”), as set forth below.

## 1. Referral of Prospects

- 1.1 To be eligible for a Referral Fee, a Referring Party must identify Prospects directly to Urban Kreative by filling the form on Urban Kreative’s official website. Existing Urban Kreative customers are not eligible as Prospects, neither are customers currently in the sales funnels. Referring Party must successfully register each Urban Kreative sale lead referred to Urban Kreative. If the sales lead is **approved**, an email will be sent to Referring Party. An approved sales lead is hereinafter referred to as a “Qualifying Transaction” and eligible for a Referral Fee upon receipt of payment to Urban Kreative for the applicable sale. All approval of sales leads are at Urban Kreative’s sole discretion.
- 1.2 Each Qualifying Transaction is only effective for a period of ninety (90) days from registration. If the sale does not close within such ninety (90) day period, the Qualifying Transaction will expire and Referring Party will need to complete the process in this Section 1.1 again in order to qualify for a Referral Fee.

A large, faint, circular watermark logo for Urban Kreative is centered on the page. The logo features the text "URBAN KREATIVE" at the top and bottom, with a stylized graphic of two hands holding a heart in the center, surrounded by a dashed line and several stars.

## **2. Reserved Rights**

- 2.2 This Agreement shall in no way limit Urban Kreative's right to sell directly or indirectly any product or service to any current or prospective customers, including Prospects.
- 2.3 Urban Kreative will not pay more than one (1) Referral Fee on any given Qualifying Transaction, and Urban Kreative reserves the right to apportion, based on the level of effort, a Referral Fee if more than one Referring Party has contributed to the close of a Qualifying Transaction.
- 2.4 A Referring Party may receive the Referral Fee only on the initial sale of Urban Kreative approved products. Fees for the performance of services (such as on-site professional service fees and costs, training costs; maintenance and support fees; maintenance and support renewal fees) and fees associated with subsequent product purchases are not eligible for Referral Fees.

**3. Computation.** Referral fees for any Qualifying Transaction shall be based on the net license revenue to Urban Kreative.

**4. Payment Terms.** Urban Kreative shall within five (5) days after receipt of payment from Prospect for the Urban Kreative Products included in the Qualifying Transaction,

remit the applicable Referral Fee to the Referring Party. All amounts payable by Urban Kreative to Referring Party are subject to offset by Urban Kreative against any amounts owed by Referring Party to Urban Kreative.

**5. Taxes.** Referring Party shall be responsible for payment of all taxes to which the Referral Fee is subject. Referring Party agrees to indemnify and hold Urban Kreative harmless against any taxes, including penalties, duties and interest levied by any government on the Referral Fee.

**6. No Other Rights.** No other rights or licenses are granted to Referring Party under this Referral Agreement and this Referral Agreement does not grant Referring Party any right to resell or otherwise distribute any Urban Kreative product, nor any right to use any Urban Kreative trademark, nor any right to provide any services related to any Urban Kreative product. Such rights may only be granted pursuant to the Urban Kreative Solutions Partner Program.

**7. Urban Kreative Referring Party.** In the event the Referring Party is or becomes a Urban Kreative Partner with rights to resell Authorized Products, Urban Kreative shall in its sole discretion determine whether a given Prospect will be provided Authorized Products either (a) directly by Urban Kreative or (b) directly by the Partner under the terms of the applicable reseller schedule to which the Partner is a party. In no event shall Referring Party be eligible for fees or benefits under more than one schedule/program for a given transaction.

**8. No Warranty.** URBAN KREATIVE MAKES NO WARRANTIES AND REPRESENTATIONS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS REFERRAL AGREEMENT.

**9. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL URBAN KREATIVE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF URBAN KREATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL URBAN KREATIVE'S LIABILITY UNDER THIS REFERRAL AGREEMENT EXCEED THE AMOUNT OF THE REFERRAL FEE FOR THE QUALIFYING TRANSACTION.

**10. Termination.** This Referral Agreement will commence upon the date of Urban Kreative's signature below. Termination of the Agreement shall not affect Urban Kreative's obligation to pay Referring Party the Referral Fee for a Qualifying Transaction registered prior to the termination date.

**BY SIGNING BELOW, REFERRING PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS HEREIN CONTAINED.**



**NAME OF REFERRING PARTY**

Signature:

Your Name:

Title:

Date:

**URBAN KREATIVE**

Signature:

Your Name:

Title:

Date:

