

GIGSTER REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (“**Agreement**”) is entered into effective the date last signed by both parties below (the “Effective Date”) by and between the individual or entity signing on the signature page hereto (“**Referral Partner**”) and Gigster, LLC, a Delaware limited liability company with its mailing address at 21750 Hardy Oak Blvd., Suite 104, PMB 89532, San Antonio, TX 78258 (“**Gigster**” or the “**Company**”). Gigster and Referral Partner (each a “**Party**” and collective the “**Parties**”) agree as follows:

1. Purpose

The purpose of this Agreement is to provide the opportunity for Referral Partner to earn “**Referral Commissions**” under Gigster’s referral program (“**Referral Partner Program**”) for the referral and subsequent sale of Gigster’s services (hereafter, “**Services**”) by permitting for the referral of prospect leads from its clients and partners. This Agreement is nonexclusive and shall not prohibit either Party from entering into a similar agreement with any other party.

2. Program Highlights

As a participant in the Gigster Referral Partner Program and subject to the terms and conditions of this Agreement, Referral Partner is entitled to the fees (“**Referral Fees**”) and additional benefits described in Exhibit A, which is incorporated herein by reference.

3. Leads

- a. Leads: Referral Partner may from time to time refer sales Leads (each a “**Lead**” and collectively, “**Leads**”) to Gigster. Leads are formal introductions to a respective Gigster customer who has an intent to buy or desires to learn more about Gigster’s Services and with whom Referral Partner has a pre-existing relationship as determined by Gigster in its sole discretion (“**Pre-Existing Relationship**”). Such referral shall occur by submission, in writing, to Gigster. Such submission must provide all of the necessary information about the Lead, including, at a minimum, the full name, title, description of scope of responsibilities, address, phone number and email address of the point(s) of contact for any such Lead. Referral Partner shall not be entitled to a fee for unsuccessful referrals, where an unsuccessful referral is defined as a referral that is not qualified under this Section 3, or for which Gigster is not able to complete a signed contract with a Qualified Lead for any reason. Nothing contained herein shall obligate Gigster to enter into an agreement with any Lead on terms and conditions unacceptable to Gigster, in its sole discretion.
- b. Lead Acceptance: Within ten (10) business days of receipt of a Lead, Gigster shall either register the Lead in Referral Partner’s name (“**Registered Lead**”) or notify the Referring Party in writing that the Lead has been rejected for one of the applicable reasons described below. A Registered Lead shall automatically expire in the event that a Registered Lead does not generate any closed sales within twelve (12) months from the date of registration. Gigster shall provide Referral Partner with its designated contact information (name, address, phone, fax,

and e-mail address) for receipt and processing of Leads as soon as reasonably possible after signing this Agreement and after any change in such contact information.

- c. Gigster may reject a Lead submitted by Referral Partner if the Lead is an existing customer or is already an Active Lead. An “**Active Lead**” is a Lead (i) which Gigster has already met (in person, via email, webchat, website interaction or telephonically) to discuss and/or demonstrate any of the Gigster’s Services, (ii) which has previously been registered as a Lead in the name of another partner of Gigster’s or (iii) which is identified in Gigster’s prospect/pipeline report as a Lead as of the date of receipt of the Lead from Referral Partner. Gigster reserves to make a final determination on whether a Lead is an Active Lead or an existing customer.

4. Effective Date, Term

- a. This Agreement is effective from the Effective Date for twelve (12) months (the “**Initial Term**”). After the Initial Term, the Agreement will automatically renew for successive additional one-year terms, unless terminated by either Party as provided below. Each renewal shall be subject to the then current Program Highlights.
- b. Either Party may terminate this Agreement prior to the expiration of the then applicable term, without cause, on thirty (30) days written notice. In addition, either Party may terminate this Agreement prior to the expiration of the then applicable term, for a material breach of the Agreement by the other Party, upon ten (10) days written notice specifying the breach. In such case, termination shall be effective at the end of the ten (10) day notice period unless the breach has earlier been cured. In addition, Gigster may terminate this agreement immediately prior to the expiration of the then applicable term, if Referral Partner refers Leads with whom Referral Partner does not have a demonstrable Pre-Existing Relationship, in the reasonable discretion of Gigster.
- c. Upon expiration or termination, each Party shall return to the other any of the other’s marketing materials and other Proprietary Information (defined in Section 14), which may be in its possession or under its control. In addition, upon termination, Gigster shall continue to be liable to Referral Partner for any Referral Commissions due in connection with Leads registered prior to expiration or termination which result in sales/licenses within the applicable twelve-month (12) Lead period.

5. Fees, Audit Rights

As a participant in the Gigster Referral Partner Program and subject to the terms of this Agreement, Referral Partner is entitled to the Referral Commission set forth in Exhibit A.

- a. Gigster shall keep separate records in sufficient detail to permit the determination and verification of the referral fees due under this Agreement, and the records so kept shall be preserved for a period of at least one (1) year from the end of the month to which they pertain. At the request of a Party from time to time during the term of this Agreement and for a period of one (1) year from the last sales agreement for which referral fees are due hereunder to Referral Partner, Gigster shall permit Referral Partner or its designated agent, at Referral Partner’s expense, to examine such records for the purposes of verifying the amounts due to Referral Partner hereunder. Such examination rights are subject to execution by Referral Partner of any

reasonable confidentiality agreement that may be requested by Gigster in conjunction with such examination.

- b. **“Net Proceeds”** means fees actually received by Gigster for the sale of its Services sold during the first twelve (12) months of acceptance of a Registered Lead by Gigster, and after such acceptance as a Registered Lead, for a period of up to twelve (12) months from the time of such sale, based on the date of the agreement by and between Gigster and the Lead after deduction, where applicable, for: (a) fees due to any third-party (including by way of example, a distributor or a third party vendor to whom royalties or similar fees are due for products bundled or incorporated with Gigster’s Services), (b) refunds due on warranty or liability claims, (c) reimbursement of expenses, and (d) sales, use and similar taxes. For clarity, Referral Fees will be earned and payable only for the first twelve (12) months of Service provided to the Registered Lead. After the 12th month, except as otherwise agreed between Gigster and Referral Partner, in writing, Referral Fees will no longer be paid to Referral Partner.
- c. Payment of the referral fees shall be [quarterly] and made through a method which has been previously agreed by both parties. As an example, the payment of the referral fees could be issued through a wire transfer in a determined currency into a specific account, via cheque, cash or any other method which is suitable given the then available options.
- d. Referral Partner shall be responsible for payment of all taxes on any Fees paid to Referral Partner under this Agreement and shall fully cooperate with Gigster with regard to any withholdings or other activities that Gigster believes to be reasonably necessary to comply with tax, garnishment or withholding obligations.
- e. Owing to the complexities of tracking of sales and attribution of sales among referral and other channel partners, fees may become the subject of dispute between the Parties. Referral Partner and Gigster agree to follow the following dispute resolution process regarding any Referral Fee disputes: (i) Referral Partner shall provide Gigster with written notice of any such Referral Fee dispute (with details and evidence), (ii) Gigster and Referral Partner will meet and make a good faith effort to resolve the dispute; and (iii) if the parties do not mutually agree upon a dispute resolution, Gigster will determine, at its sole, good faith, discretion, the total Referral Fee (if any) to be paid to Referral Partner. AS REFERRAL PARTNER’S SOLE REMEDY FOR DISAGREEING WITH A DISPUTED REFERRAL FEE PAYMENT (OR NON-PAYMENT), REFERRAL PARTNER MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE WITH FIVE (5) DAYS WRITTEN NOTICE. This sole remedy provision does not limit Referral Partner's rights to recover undisputed Referral Fees or Referral Fees that have not been paid due to Gigster's intentional failure to pay an undisputed amount.

6. Independent Ownership

Each Party shall retain all title, patent, trade secret, trademark, copyright and other proprietary rights in its Products and Services. Neither Party shall acquire any rights in the other Party’s Products or Services. Nothing in this Agreement shall be construed as preventing or in any way hindering either Party from independently developing and owning, acquiring, marketing, selling, licensing or otherwise disposing of any Product or Service which performs the same or similar functions of any Product or Service of the other Party without incurring any liability of any kind to

the other Party, provided the proprietary rights of the other Party and the confidentiality restrictions in this Agreement are not violated.

7. Licensing and Support

Gigster will contract for its own Services directly with Registered Leads. Licensing, maintenance, support and services for Registered Leads shall be solely the obligation of Gigster. Unless otherwise agreed in writing by the Parties, neither Party will bear any obligation to the customers of the other, with respect to Services of the other.

8. Representations

Referral Partner is not authorized to (i) make any warranties or representations concerning Gigster's Services'; (ii) hold itself out as having the authority to act as a Business Development Representative or any other similar position within Gigster's organization. However, Referral Partner may provide information to a prospect on Gigster's Services; current marketing materials supplied by Gigster and may verbally inform the prospect of the Gigster Services information which is included in such current marketing material. Referral Partner shall not engage in any deceptive, misleading, derogatory, or unethical practices detrimental to Gigster or its Services.

9. Restrictive Covenants

During the term of this Agreement and for a period of two (2) years thereafter, Referral Partner shall not solicit the business of any Customer by competing against Gigster, or by persuading the Customer to terminate their contract with Gigster or informing the Customer to move to another vendor or supplier. The Referral Partner shall not dissuade or attempt to dissuade any Lead or Registered Lead from using Gigster services or products or diminish the value of such services or product for the Lead or Registered Lead and shall at all times, promote Gigster's and its business' goodwill.

10. Marketing

Sales calls, conferences and other presentations may be made jointly when Referral Partner requests participation by Gigster, in writing, and Gigster agrees to participate. However, the nature and extent, if any, of any sales effort by Referral Partner shall be entirely at Referral Partner's discretion and expense. In addition, the Parties may participate in joint marketing activities from time to time as the parties may mutually agree upon, including the development of sales presentation materials, press releases, direct mail campaigns, trade shows, seminars and other events. Neither Party will have any obligation to the other for costs related to such activities unless it has agreed in writing to pay such costs.

11. Publicity

Except as provided below, neither Party shall issue any press release or other form of public disclosure relating to this Agreement, without the prior written consent of the other Party. A Party may describe this Agreement and the relationship contemplated herein, in any filings with the Securities and Exchange Commission, to the extent such disclosure is deemed necessary

or appropriate by such Party, or as otherwise required by law or order of any governmental body.

12. Relationship

This Agreement shall not make either Party the legal representative or agent of the other Party. Neither Party shall have any right or authority to make any affirmation, representation or warranty or to assume, create or incur any liability or obligation of any kind, express or implied, for or on behalf of the other. Except as otherwise provided in this Agreement, each Party shall be solely responsible for all costs, expenses and liabilities it may incur in connection with this Agreement and neither Party shall be liable or obligated to the other for any such revenue sharing, costs, expenses or liabilities.

13. Trademarks

Except as provided below, any advertising or marketing material by either Party that uses any of the other Party's marks, name or logo must be approved in writing by the other Party prior to publication. Either Party may, without requiring the other Party's consent, include the other Party's name in any list of its referral partners.

14. Confidentiality

The parties agree that in connection with the relationship described in this Agreement, each may be given access to material which relates to information, either written or unwritten, which is proprietary to the other Party, including, but not limited to, processes, know-how, technical knowledge and data, test data, computer programs (including source code and other program code, user interfaces, displays and menu screens), interface information (including but not limited to file layouts and certain software programs), customer information, research, inventions and discoveries (collectively, the "Proprietary Information"). The parties agree that the Proprietary Information will be treated in the manner herein described and that all steps reasonably necessary to protect the Proprietary Information shall be taken by the Party receiving the other Party's Proprietary Information. In connection therewith, the parties agree that the Proprietary Information may be used by the parties only in connection with activities permitted under the terms of this Agreement, if any, and each of the parties agrees to protect the confidentiality of the Proprietary Information of the other Party in the same manner that it protects the confidentiality of its own proprietary information of like kind, but no less than in the manner which is standard in the software industry. Each of the parties acknowledges that any computer program, including source and/or object code and printed versions thereof, are to be considered Proprietary Information and are especially valuable to the other Party and that the value of the other Party's commercial products would be substantially reduced or destroyed by unauthorized use or disclosure of such Proprietary Information. .

15. Warranties, Indemnity, Limits

- a. Each Party represents and warrants that it has sufficient right, authority, title or interest in its Products to enter into and perform this Agreement. EXCEPT AS PROVIDED ABOVE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTIES TO THE OTHER OF ANY KIND OR NATURE REGARDING ITS PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED

TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT.

- b. Referral Party represents and warrants that:
- i. It has provided notice to and obtained the consent of Leads to provide required information to Gigster and in accordance with this Agreement and applicable laws, including, but not limited to, telemarketing, privacy, anti-bribery and anticorruption laws.
 - ii. It will not represent to Leads that they will receive, or potentially receive, any form of compensation, special benefit, or other valuable consideration in exchange for submitting information to Referral Partner or to Gigster, unless Gigster has provided its written consent.
 - iii. It is an independent contractor and no agency, partnership, fiduciary, or joint venture relationship is created by this Agreement and Referral Partner does not have the authority to bind Gigster in any manner or to make representations, guarantees or warranties to others on behalf of Gigster; and
 - iv. It shall not make any statements to the Leads or other third parties or that are misleading, unethical, denigrating, criticizing, disparaging about or adverse to the business interests of Gigster or are intended to harm the reputation of or replace or diminish Gigster's business, including, but not limited to, any statements that disparage any of Gigster's service, product, or finances, officers, resources, capability, or goodwill or any other aspect of Gigster's business
- c. Referral Partner agrees to indemnify, defend, and hold harmless Gigster and its officers, directors, employees, agents and affiliates from and against any and all claims, losses, actions, damages, costs, expenses, and other liabilities, including but not limited to attorney's fees and expenses, arising out of, or resulting from (i) a material breach of this Agreement by Referral Partner, (ii) any tax liability associated with the fees paid to Referral Partner, or (iii) any claims by a third party that result from any negligent act or omission of Referral Partner. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, GIGSTER'S LIABILITY ARISING OUT OR RELATED TO THE AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID TO REFERRAL PARTNER FOR THE SERVICES RENDERED TO THE QUALIFIED LEAD GIVING RISE TO THE CLAIM IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL GIGSTER BE LIABLE TO REFERRAL PARTNER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE, GOODWILL, PROFITS, DATA, OR DATA USE ARISING OUT OR RELATED TO THIS AGREEMENT.

16. Communications

Referral Partner agrees and authorizes Gigster to send text (SMS) messages and/or emails to Referral Partner in all matters relating to this Agreement. Referral Partner may opt-out of receiving text (SMS) messages and/or emails from Gigster at any time by contacting Gigster at legal@gigster.com. Once we receive your request, you will no longer receive text (SMS) messages and/or emails from Gigster.

17. Miscellaneous

This Agreement and its Exhibits, if any, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior agreements or understandings with respect to its subject matter, and may not be modified except by a writing signed by both parties. Neither this Agreement nor any of the rights or obligations of a Party hereunder may be assigned by either Party without the prior written consent of the other Party, except in connection with the sale or acquisition of such Party's business to which this Agreement relates, to or by a company which is not a competitor of the other Party, whether such sale or acquisition is by merger, sale of stock, sale of assets or otherwise. Nothing in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking, or to enter into any contract or otherwise incur any liability or obligation, expressed or implied, on behalf of the other Party, or to transfer, release, or waive any right, title, or interest of such other Party. Further, neither Party shall, as a result of this Agreement, have any obligation to the other Party to continue its business or to continue, discontinue, change, retain, sell, or supply the Services or any part thereof. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third Party.

This Agreement will be governed by the laws of the State of Texas without regard to its conflict of laws provisions and each Party submits to the exclusive jurisdiction of courts located in the county of Austin, Texas, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Should any part of this Agreement be declared unlawful and/ or unenforceable by a court of competent jurisdiction, the remaining part or parts thereof shall nevertheless continue to be in full force and effect. This Agreement constitutes the entire agreement between the parties. There are no third-party beneficiaries of this Agreement. This Agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by a document signed by Referral Partner and Gigster. This Agreement shall be binding upon the Parties, its representatives, successors, and assigns, and shall inure to the benefit of the Parties and their successors and assigns. The provisions of Sections 4 through 9 and 11 through 17 shall survive expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their respective authorized representatives.

GIGSTER, LLC

[REFERRAL PARTNER NAME]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Mobile Number:

EXHIBIT A to Gigster Referral Partner Agreement

Referral Partner Program

As part of Gigster growth, Gigster has established long-term relationships with individuals and companies we trust. We find you valuable for our organization and we believe that with you or your company there's a clear potential, mutual benefit. This program highlights the most relevant sections of the Gigster Referral Partner Program.

Gigster has created a Referral Fee structure that continually analyzes and rewards the Referral Partner based upon the value provided to Gigster. Gigster will periodically evaluate and make changes to this Exhibit A in its sole discretion. Accordingly, Gigster reserves the right to modify, in part or in whole, this Exhibit A including, but not limited to, the Referral Fee structure and payments.

Subject to the terms and conditions of the Agreement, Referral Partners will be eligible to be paid a Referral Fee based on actual payments received from Leads that convert into sales as calculated on this Exhibit A.

Type of Deal	Referral Partner Commission
Fixed Price or METRX	5%
Staff Augmentation or Time & Materials	3%

Under no circumstances shall any payments be issued to Referral Partner until payments for Services rendered to Registered Leads are actually received.