

REFERRAL AGREEMENT

BY CLICKING THE “I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS” CHECKBOX, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND, AFTER DUE CONSIDERATION, HEREBY AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU ARE NOT A LEGAL MINOR; THAT YOU ARE COMPETENT TO ENTER INTO BINDING CONTRACTS; AND THAT YOU ARE NOT DEPENDING ON ANY PROMISES OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF THIS AGREEMENT. IF YOU ARE A COMPANY OR OTHER LEGAL ENTITY, THE PERSON WHO CLICKS THE “I HAVE READ AND ACCEPT THE ABOVE TERMS AND CONDITIONS” CHECKBOX HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT.

This REFERRAL AGREEMENT (“**Agreement**”) is a legal agreement between you, [Referrer Details] and Matter365 Inc., an Ontario corporation (“**Matter365**”). This Agreement describes the terms and conditions under which Matter365 will offer you Commissions for marketing and promoting Matter365 Products to customers. As used in this agreement, “**you**” and “**your**” means the Referrer.

1. REFERRAL PROGRAM INFORMATION.

1.1 Your Information. You will provide requested information to Matter365 including contact and payment information and will keep all information accurate and up-to-date. You consent to Matter365 using the contact information you provide, including your email address, to contact you from time to time.

1.2 Referral Program Code. Matter365 will provide one or more unique codes to you (the “**Referral Code**”) which you may provide to customers in the form of an internet link, an alphanumeric identifier, or other formats determined by Matter365.

1.3 Account Security. You will maintain the confidentiality and will notify Matter365 immediately of any unauthorized access to your account, login credentials, Referral Code, or any other actual or potential breach of security involving this Agreement.

2. MATTER365 PRODUCTS.

2.1 Definition. “**Matter365 Products**” means Matter365 for Lawyers, Matter365 for General Business, and individual services, along with all other products, services, software and documentation that may be installed, delivered, or deployed therewith; provided, however, that Matter365 may at any time in its sole discretion without notice to you offer additional products and services or modify, limit the availability of, or cease offering any or all products and services, including those expressly listed in this Section.

2.2 Grant of Rights. Matter365 hereby grants you a nonexclusive, non-transferable license during the term of this Agreement to market and promote the Matter365 Products to prospective customers.

3. ADDITIONAL OBLIGATIONS.

3.1 You will not represent yourself as an agent or employee of Matter365, nor make any promises, warranties, or agreements on behalf of Matter365.

3.2 You will not send, cause, or contribute in any manner to any unsolicited bulk communications (including spam e-mail, text messages, or phone calls) in connection with Matter365, Matter365 Products, or this Agreement.

3.3 You will not submit any person's contact information to Matter365 for the purpose of contact by Matter365 sales personnel unless that person has agreed to be contacted by Matter365.

3.4 You will not misrepresent the features, capabilities, performance, specifications, prices, or other data about Matter365 Products.

3.5 If Matter365 in its sole discretion finds your marketing materials or your presentation of Matter365 or Matter365 Products unsuitable, you will withdraw such materials and presentation.

3.6 You will not violate any applicable law or regulation.

4. PAYMENT.

4.1 Commissions. For each agreement (i) executed between a customer and Matter365 (ii) for the sale or licensing of Matter365 Products, and (iii) for which the customer provides Matter365 with your Referral Code during the execution process (a "**Triggering Contract**"), Matter365 will pay to you the applicable payment, if any, specified by the then-current Commission Schedule (the "**Commission**"), provided that the Triggering Contract is not cancelled, repudiated, or otherwise terminated during the first 90 days after its execution (the "**Initial Period**"), and also provided that you remain in compliance with the terms of this Agreement. Nothing in this Agreement requires Matter365 to sell or agree to sell any Matter365 Product.

4.2 Commission Schedule. The schedule of commissions established from time to time by Matter365 in its sole discretion (the "**Commission Schedule**") will be available to you electronically.

4.3 Additional Payment Terms. Commissions will be paid in US dollars following the end of the Initial Period, to the payment account you specify. Payments will be aggregated and paid on a monthly basis. All taxes and fees imposed in connection with Commissions will be solely your responsibility.

5. CONFIDENTIAL INFORMATION.

5.1 Definition. "**Confidential Information**" means any and all (i) information about Matter365 customers or prospective customers, including but not limited to their identities, contact information, account information, and personal information, (ii) Commission Schedules, (iii) the existence and amounts of discounts, fee reductions, or other special accommodations that may have been offered to or received by Matter365 customers or prospective customers, and (iv) information Matter365 provides to you that is marked as confidential. However Confidential Information does not include any information that is or becomes generally known to the public without any breach of your obligations hereunder, or that is received by you from a third party without breach of any obligation owed to Matter365.

5.2 Protection of Confidential Information. You will not use or disclose to any third party any Confidential Information for any purpose outside the scope of this Agreement, except as authorized by Matter365 in writing or as required by law. You will use at least the same degree of care to protect the Confidential Information as you use to protect your own confidential information, but in no event less than reasonable care.

6. DISCLAIMER OF WARRANTIES.

6.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, MATTER365 MAKES NO WARRANTIES WHATSOEVER TO YOU WITH REGARD TO THE MATTER365 PRODUCTS OR ANY OTHER PRODUCTS, SERVICES, SUPPORT, MATERIALS, OR ANY OTHER MATTERS RELATING TO THIS AGREEMENT. MATTER365 SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT MATTER365 HAS ANY WARRANTY OBLIGATIONS RELATED TO MATTER365 PRODUCTS DESPITE THIS SECTION 6.1, SUCH WARRANTIES WOULD RUN TO THE CUSTOMER, NOT TO YOU.

7. INDEMNITY.

7.1 You will defend, indemnify and hold harmless Matter365 and its officers, directors, employees and agents from any claims, costs, loss, liabilities, or expenses (including reasonable attorney's fees) resulting from, relating to, or arising out of: (i) your provision of any warranty to any customer greater than the warranty provided in Matter365's agreement with the customer, (ii) any unauthorized statements or representations you make to any customer or potential customer, or (iii) your performance of any services for any customer.

8. LIMITATION OF LIABILITY

8.1 EXCEPT FOR BREACH OF THE TERMS OF SECTION 5 (CONFIDENTIAL INFORMATION) AND OBLIGATIONS ARISING UNDER SECTION 7 (INDEMNITY), (I) NEITHER PARTY'S LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE MATTER365 PRODUCTS WILL EXCEED THE AMOUNTS PAID OR PAYABLE BY MATTER365 TO YOU UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND (II) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. TERM AND TERMINATION.

9.1 Term. This Agreement will continue in full force and effect until terminated. Either party may terminate this Agreement for any reason or no reason by giving at least thirty (30) days prior notice to the other party.

9.2 Effect of Termination. Upon the termination of this Agreement, (i) the license set forth in Section 10.1 will terminate and you will immediately cease all uses of the Marks; (ii) you will promptly return to Matter365 or, if Matter365 so requests, promptly destroy all copies of Confidential Material and all materials supplied by Matter365 pursuant to this Agreement; and (iii) you will certify to Matter365 in writing that you have returned or destroyed all such Confidential Information and materials. Sections 5 through 11 of this Agreement will survive termination of this Agreement.

9.3 Commissions Payable After Termination. Notwithstanding termination of this Agreement, Matter365 will pay you Commissions in accordance with the terms of this Agreement for Triggering Contracts executed prior to termination of the Agreement, but only if you have provided current contact and payment information to Matter365.

10. TRADEMARKS AND PUBLICITY.

10.1 License to Use Marks. Matter365 grants you a non-exclusive license during the term of this Agreement to use the Matter365 trademarks, service marks, trade names, logos, designs, brands, and names that Matter365 provides to you for use in promoting or marketing Matter365 Products (collectively, the “**Marks**”), solely for the purpose of promoting and marketing Matter365 Products, and subject to branding guidelines that Matter365 may establish from time to time. You will not alter the Marks, remove the Marks from any materials provided by Matter365, or use the Marks in any manner that would impair the reputation of Matter365 or the validity or value of the Marks, as determined in Matter365’s sole discretion.

10.2 Restrictions. Other than the license granted in this Section, Matter365 reserves all right, title and interest in the Marks, and all use of the Marks will inure to the sole benefit of Matter365. You will take no action inconsistent with Matter365’s ownership of the Marks and will not challenge Matter365’s rights in or attempt to register any of the Marks, or any other trademarks, service marks, trade names, product names, logos, designs, or other designations or brands owned or used by Matter365 or any mark confusingly similar thereto. If at any time you acquire any rights in or to, or any registration or application for, any of the Marks by operation of law or otherwise, anywhere in the world, you agree to assign and hereby assign such rights, registrations, or applications to Matter365, along with any and all associated goodwill.

10.3 Marketing Materials. Matter365 may provide text or images to you for marketing purposes, which you may use solely to promote and market Matter365 Products.

10.4 Other use of Marks. You will not bid for or otherwise use any keyword or search term for use in search engines, linking or re-directing that (i) incorporates any Mark, or any variant or misspelling thereof, or (ii) infringes the intellectual property rights of Matter365. You will not use any Mark in any domain name you register, or for any unlawful purpose.

10.5 Matter365 Rights. During the term of this Agreement, Matter365 may list you on Matter365’s website as a referral program participant.

10.6 Other Publicity. Except as set forth in this Section, neither party may issue a news release, public announcement, advertisement or any other form of publicity concerning this Agreement without the express prior written approval of the other party.

11. MISCELLANEOUS.

11.1 Modifications. Upon notice to you, Matter365 may update, amend, modify or supplement the terms and conditions of this Agreement from time to time on a going forward basis. If the changed Agreement materially modifies your rights or obligations, Matter365 may require you to indicate that you accept the changed Agreement, in which case the changes are effective only after your acceptance.

11.2 Independent Contractors. Neither party will have any authority, and neither party will represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party. You are neither an agent of Matter365 nor a distributor of Matter365 Products. Except with Matter365’s written permission, you will not make any representations or promises or provide any warranties related to Matter365 Products, nor will you enter into any agreement with a prospective customer on behalf of Matter365. Each party is an independent contractor, and this Agreement will not be construed as creating a partnership, joint venture, agency, or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the acts or failures to act of the other party.

11.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario without regard to its conflicts of law principles. Any claim or suit arising out of or relating to this Agreement may only be brought in a court of competent jurisdiction located in Toronto, Ontario. You agree to waive the right to trial by jury with respect to any proceeding arising out of this Agreement.

11.4 Notice. Matter365 may provide legal notices and communications to you by contacting you at any e-mail address, postal address or fax number that you have provided. Notices to Matter365 must be e-mailed to info@matter365.com and mailed to Matter365 Inc., 240 Richmond Street West, Toronto, M5V 1V6, Canada, or such other address as may be designated on Matter365's website for receipt of legal notice.

11.5 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement will nevertheless be given full force and effect.

11.6 Waiver. No waiver will be effective unless it is in writing signed by the parties. No waiver of any breach of this Agreement will be deemed a waiver of any other breach of this Agreement.

11.7 Assignment. You may not assign this Agreement or transfer any of your rights or obligations hereunder, including by operation of law, without the prior written consent of Matter365. Matter365 may assign this Agreement or any of its rights and obligations hereunder without your consent. Any attempted assignment in violation of this Section 11.7 will be void. This Agreement will inure to the benefit of and will be binding upon the permitted successors and assigns of the parties.

11.8 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous representations, understandings, proposals, and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Matter365 Inc.

“Company” Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 240 Richmond Street West, Toronto, M5V 1V6,
Canada

Address: _____

Date: _____

Date: _____

SCHEDULE A

1. Commission schedule

	Referral Partner Commission	Referred Customer Discount
Terms	\$200	5% discount for first 12 months