



Referral Agreement

This Referral Agreement ("Agreement") is made and entered into this ____ day of _____, 2004, by and between **Samurai Digital**, a Florida Corporation, having its corporate headquarters at 2518 N. Campbell, Suite 1, Chicago, IL, 60647 and _____, ("Referrer"), having an address of _____.

WHEREAS, **Samurai Digital** is engaged in the business of providing graphic design, software development, and internet web design (as more particularly defined below, the "**Samurai Digital Services**"); and WHEREAS, Referrer desires to refer customers to **Samurai Digital** pursuant to **Samurai Digital's** Referral Program ("Referral Program"), and **Samurai Digital** wishes to accept approved customers of the **Samurai Digital Services** from the Referrer; and NOW, THEREFORE, in consideration of the foregoing, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Samurai Digital** and Referrer agree as follows:

1. Authorized Referrer.

Subject to the terms and conditions of this Agreement, **Samurai Digital** agrees that Referrer shall be an approved referrer of **Samurai Digital Services** on a non-exclusive basis within the United States of America (the "Territory") for purposes of referring customers of **Samurai Digital's** Services in the Territory for the benefit of **Samurai Digital's** account. In order for the foregoing appointment to be effective, Referrer must (i) evidence its acceptance of the terms and conditions of this Agreement by executing this Agreement and returning it to **Samurai Digital** as provided herein, (ii) BE ABLE TO RECEIVE A UNITED STATES BUSINESS CHECK AS REQUIRED UNDER SECTION 9 BELOW and accurately sign, complete and deliver to **Samurai Digital** a form W-9. The parties hereto acknowledge that this is not an exclusive area or franchise agreement.

2. Non-Exclusivity.

Samurai Digital reserves the right to market and sell **Samurai Digital Services** through its own employees or other individuals, and to appoint other individuals, both within and outside of the geographic areas in which Referrer operates.

3. Duties of Referrer.

Referrer represents and warrants that it is familiar with **Samurai Digital Services** and that it is presently qualified to promote the sale of such **Samurai Digital Services** in the Territory. Referrer represents that the execution and implementation of this Agreement is not in breach nor in violation of any terms or

conditions of any other contract, agreement or arrangement to which it is a party, including, but not limited, to any agreement regarding exclusivity or noncompetition.

Referrer further represents that it has full legal capacity, power and authority to enter into this Agreement and that if Referrer is an individual; Referrer is at least eighteen (18) years old. Referrer also represents that neither it nor any of the customers it solicits are located in a country subject to United States embargoes or listed on the United States Treasury Department's list of specially designated nationals or listed on the United States Commerce Department's denied persons list or entities list. In addition, Referrer agrees to comply with the following provisions throughout the term of this Agreement: (a) not to knowingly solicit customers who do not have the hardware or software specified by **Samurai Digital** from time to time; (b) to follow customer order placement procedures for the signing up of new customer accounts as established from time to time and as the same may be amended from time to time; (c) to use reasonable and lawful sales and marketing efforts to promote the sales of **Samurai Digital Services**; (d) not to engage in any



activity harmful to **Samurai Digital's** goodwill or that would reflect unfavorably on **Samurai Digital's** business, brand names or trade or service marks, including unfair trade practices, publication of any false or misleading or deceptive advertising or the commission of any fraud or misrepresentation; (e) comply, at all times, with all applicable federal, state and local laws, rules, regulations and court orders; and (f) not to induce or actively attempt to influence any person to terminate, delay, or reduce in size or scope any contractual or business relationship with **Samurai Digital**.

4. General Terms and Conditions of Sales.

Referrer agrees to sell **Samurai Digital Services** on the terms or conditions set forth in this Agreement (including any and all exhibits attached hereto, as the same may be amended from time to time) and as specified by **Samurai Digital** from time to time. All Customer orders are subject to acceptance by **Samurai Digital**, either in writing or by actual provision of the **Samurai Digital Services**. **Samurai Digital** retains the absolute right to reject any order that does not comply with **Samurai Digital's** ordering procedures or its terms and conditions for **Samurai Digital Services**. **Samurai Digital** also retains the absolute right to terminate any account that does not meet or continue to meet **Samurai Digital's** terms and conditions for **Samurai Digital Services**. No order rejection or termination of Services will subject **Samurai Digital** to any claim for reimbursement, commission, fee or other remuneration for the benefit of Referrer or its customers or potential customers.

5. Marketing to Twins Global Customers.

Referrer shall not knowingly market the **Samurai Digital Services** to a current customer or actively pursued prospective customer of **Samurai Digital**. In the event that Referrer solicits a current customer of **Samurai Digital** to buy **Samurai Digital Services**, **Samurai Digital** shall have no obligation under this Agreement to pay a commission to Referrer for such customer.

6. Intellectual Property; Sales and Marketing Materials.

(a) Referrer acknowledges that **Samurai Digital** owns all right, title and interest in and to certain intellectual property of Twins Global, including without limitation all **Samurai Digital** trademarks (including, without limitation, the trademark "**Samurai Digital**") trade names, service marks, trade dress or other designation, copyrights, trade secrets, patents, advertising material and all goodwill, if any, in each case, whether presently existing or later developed by either **Samurai Digital** or its affiliates, (collectively "**Samurai Digital Intellectual Property**"). Nothing herein shall give Referrer any right, title or interest in any **Samurai Digital Intellectual Property**, or except as provided below, any right to use any **Samurai Digital Intellectual Property** in any way, including without limitation in any advertising, publicity or marketing materials. Referrer covenants not to prejudice or impair the interest of Twins Global in the **Samurai Digital Intellectual Property**. At no time shall Referrer challenge or assist others to challenge any of the **Samurai Digital Intellectual Property** or the registration thereof or attempt to register any trademark, trade name or any other mark confusingly similar to any of the **Samurai Digital Intellectual Property**.

(b) If approved in advance and in writing by **Samurai Digital** by an authorized **Samurai Digital** representative, Referrer may use advertising or marketing materials prepared by **Samurai Digital** for the sole purpose of Referrer carrying out its obligations under this Agreement. Referrer may use such advertising materials only upon the terms and conditions stated by **Samurai Digital** from time to time; provided, however, that Referrer may not modify or amend any such advertising materials, which it is authorized to use without the prior written consent of **Samurai Digital**.



(c) Notwithstanding the foregoing, if Referrer desires to produce its own printed sales and marketing materials referring to the **Samurai Digital** Services and rates, using certain of the **Samurai Digital** Intellectual Property or otherwise suggest a relationship between Referrer and **Samurai Digital** ("Referrer Produced Materials"), Referrer shall submit the Referrer Produced Materials to and obtain advance written approval from an authorized representative of **Samurai Digital** prior to printing and the dissemination of any such Referrer Produced Materials to any third party. **Samurai Digital** shall have sole discretion to approve or disapprove of all Referrer Produced Materials and has the right to require Referrer to enter into a trademark license as a condition to granting any approval. As soon as practicable following expiration or termination of this Agreement, all Referrer Produced Materials in Referrer's possession or in the possession of its employees, agents or subcontractors, together with all similar situated advertising and marketing materials of the type referred to in clause (b) above, shall be delivered to **Samurai Digital**.

7. Pricing.

Apart from rights expressly given under this Section 7, Referrer shall not have the right to quote or price **Samurai Digital** Services at its discretion. Referrer must consult with and receive advanced written approval from **Samurai Digital's** CEO of all pricing for **Samurai Digital** Services when offering **Samurai Digital** Services. **Samurai Digital** reserves the right to amend its offering of **Samurai Digital** Services and to add, delete, suspend or modify the terms and conditions of the **Samurai Digital** Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing or future customers.

8. Order Placement.

For each potential customer, Referrer shall follow and direct potential customers to any full-time sales person at **Samurai Digital** or **Samurai Digital's** President; provided that the Referrer has first complied with Section 12 of this Agreement. Referrer shall be responsible for any customer fraud losses incurred by **Samurai Digital** in the event that Referrer fails to adhere to **Samurai Digital's** policies and procedures for order placement or any other breach of this Agreement.

9. Commission.

(a) **Samurai Digital** agrees to pay to Referrer a commission at the applicable percentage and time intervals set forth in the Commission Schedule attached hereto as Exhibit A. **Samurai Digital** will not be obligated to pay Commissions to Referrer if Referrer fails to abide by the provisions of Sections 3(b), 4, 5, and 8 of this Agreement. Commissions will be paid only in currency of the United States. REFERRER MUST BE ABLE TO RECEIVE A UNITED STATES BUSINESS CHECK IN ORDER TO RECEIVE PAYMENT. **SAMURAI DIGITAL** IS NOT REQUIRED TO MAKE PAYMENT BY ANY OTHER MEANS AND IF REFERRER CANNOT CASH A UNITED STATES BUSINESS CHECK, **SAMURAI DIGITAL** SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY LOSS OF FUNDS BY REFERRER.

(b) **Samurai Digital** shall pay Referrer commissions on cash received during the term of this Agreement from Referrer's customers with respect to initial, upgrade and renewal order(s) for **Samurai Digital** Services by Referrer's customers. Referrer may not at any time provide any billing arrangement or payment on behalf of any of its customer and **Samurai Digital** shall have no obligation to pay any commission with respect to any cash received in breach of this restriction.

(c) The remuneration structure referenced in this Section 9 is agreed to be the sole compensation and remuneration to Referrer for the performance of its services under this Agreement.

10. Expenses.



All expenses incurred by Referrer in connection with its activities hereunder shall be for Referrer's account. Referrer shall not be entitled to reimbursement from **Samurai Digital** for any such expenses and Referrer shall hold **Samurai Digital** harmless therefrom.

11. Relationship Between the Parties; Scope of Authority; Indemnification.

(a) Referrer shall perform all services hereunder as an independent contractor, and agrees not to hold itself out as a Referrer of **Samurai Digital** with authority apart from authority expressly granted under the terms of this Agreement with respect to and in connection with the sale of **Samurai Digital** Services. Referrer shall have no expressed or implied authority to assume or create any obligation on behalf of **Samurai Digital**. Furthermore, it is agreed that neither party is a fiduciary or quasi-fiduciary of the other. Accordingly, it is agreed that nothing in this Agreement shall be (i) construed as constituting Referrer as other than a limited Referrer of **Samurai Digital** for any purpose whatsoever or (ii) deemed to create an employer-employee, partnership, franchise or joint venture relationship between **Samurai Digital** and Referrer. Referrer hereby waives the benefit of any state or federal laws or regulations dealing with the establishment and regulation of franchises.

(b) THROUGHOUT THE TERM OF THIS AGREEMENT AND AFTER THIS AGREEMENT IS TERMINATED OR EXPIRES, **SAMURAI DIGITAL** SHALL RETAIN FULL AND EXCLUSIVE OWNERSHIP OF ALL CUSTOMERS ORIGINATED BY REFERRER RELATIVE TO THE **SAMURAI DIGITAL** SERVICES, ALL INFORMATION RELATING TO SUCH CUSTOMERS AND ALL OF **SAMURAI DIGITAL'S** OTHER PROPERTY AND ASSETS IN THE TERRITORY. Twins Global shall maintain its absolute and unrestricted right to manage its business, to sign all documents on its behalf, to decide on its behalf, and to carry on its business separately and solely according to its full power and discretion. Referrer shall have no powers to enter into any agreements for or on behalf of **Samurai Digital**.

(c) Referrer agrees to indemnify, defend, save and hold **Samurai Digital** and its affiliates and employees harmless from and against all liabilities, damages, judgments, claims, costs and expenses (including, but not limited to, reasonable attorneys' fees), as a result of or arising out of any breach of any obligation, warranty or representation in this Agreement by Referrer.

12. Acceptance of Potential Customers.

Prior to proceeding with sales efforts with any potential customer, Referrer shall notify **Samurai Digital's** President in writing and provide the name of the potential customer. Unless **Samurai Digital's** President provides written confirmation that **Samurai Digital** desires to be introduced to the potential customer, the Referrer shall not be entitled to any commission on any sale to the potential customer. If **Samurai Digital's** President notifies the Referrer in writing of its desire to be introduced to the potential customer, the Referrer shall have the exclusive right to any commissions payable in accordance with an Referrer Referral Agreement for the sale of any **Samurai Digital** Services made for a period of ninety (90) days after the date of **Samurai Digital's** written confirmation to the Referrer; but no commission shall be due unless the first Eligible Contract with the customer is executed within said ninety (90) day period.

13. Confidential Information; Non-solicitation of Customers.

(a) All documents and other materials made available to Referrer or its employees by **Samurai Digital** in connection with this Agreement and the **Samurai Digital** Services, including, but not limited to, any and all lists of **Samurai Digital's** customers, and any information relating to **Samurai Digital's** business, including, but not limited to, sales and marketing materials, maintenance techniques, credit policies, advertising, promotions, marketing techniques and prices, or to **Samurai Digital's** customers developed by Referrer during the course of this



Agreement (collectively "**Samurai Digital Confidential Information**"), shall be deemed to be confidential to **Samurai Digital** and shall remain the exclusive property of **Samurai Digital** during and after the term of this Agreement. Referrer acknowledges and agrees that **Samurai Digital** has developed **Samurai Digital Confidential Information** through substantial expenditures of time, money and effort and constitutes unique and valuable property of **Samurai Digital**. Referrer shall keep in strict secrecy and confidence all **Samurai Digital Confidential Information** and shall not during the term of this Agreement or thereafter use **Samurai Digital Confidential Information** for its own benefit or disclose or permit any of its employees or agents to disclose, through any medium, **Samurai Digital Confidential Information** to any other person.

(b) Upon termination or expiration of this Agreement or upon request, Referrer shall return all **Samurai Digital Confidential Information** to **Samurai Digital** and certify in writing that it has returned all such information to **Samurai Digital** and has not kept copies thereof in any medium.

(c) Referrer agrees not to solicit any customers of **Samurai Digital**, whether or not originated by Referrer, any services similar to **Samurai Digital Services** for a period of one (1) year after expiration or termination of this Agreement.

14. Warranties; Limitation of Liability.

(a) Disclaimer of Warranties. **Samurai Digital** disclaims all warranties with regard to the **Samurai Digital Services** rendered under this Agreement, including all implied warranties of merchantability and fitness for a particular purpose. Referrer shall extend no warranties or guarantees without the prior written consent of an authorized representative of **Samurai Digital**.

(b) Limitation of Liability. Neither **Samurai Digital** nor any of its affiliates nor its and their respective directors, officers, employees, agents or suppliers shall be liable to Referrer or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use any **Samurai Digital Services**, delay of delivery and/or implementation of a **Samurai Digital Service**, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. **Samurai Digital's** liability for all claims of any kind arising out of or relating to this Agreement during its term shall be limited solely to money damages and shall not exceed the amount of commissions paid to Referrer during the twelve months preceding the event giving rise to the claim or claims.

(c) No Liability for Expiration or Lawful Termination. Except as expressly permitted otherwise in this Agreement, neither party shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotion, payment for good will or otherwise made in connection with the business contemplated by this Agreement, solely as a result of the expiration or permitted or lawful termination of this Agreement. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY CLAIM TO COMPENSATION OR INDEMNITY SOLELY AS A RESULT OF THE TERMINATION OF THE BUSINESS RELATIONSHIP SET FORTH HEREUNDER, UNLESS SUCH TERMINATION IS IN MATERIAL BREACH OF THIS AGREEMENT.

15. Term; Termination.

(a) This Agreement shall commence on the date stated above and shall remain in effect until terminated pursuant clause (b) below.

(b) Either party may terminate this Agreement at any time without cause upon providing ten (10) days' prior written notice to the other party. Moreover, **Samurai Digital** may terminate this



Agreement immediately without notice at any time in the event of the occurrence of any of the following:

(i) Breach of any covenant, term or condition of this Agreement by Referrer; (ii) An assignment by Referrer for the benefit of creditors or Referrer becomes bankrupt or insolvent, or takes benefit of, or becomes subject to, any legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver or trustee of the property and assets of the Referrer is conclusive evidence of insolvency; or (iii) **Samurai Digital** is unable to provide the subject **Samurai Digital** Service by reason of any law, rule, regulation, or order of any municipal, state or federal authority.

(c) The provisions of Sections 6, 10, 11, 13, 14, 15 (c) and 16 of this Agreement shall survive any expiration or termination of this Agreement (or any part thereof).

16. Miscellaneous.

(a) Force Majeure. **Samurai Digital** shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, breakdown or damage to machinery, equipment or software, malfunctioning of software, corruption of data, interruption of or delay in transportation, acts or omissions of the other party, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, equipment, supplies or power used in or needed for provision of the Services.

(b) Waiver. No failure of **Samurai Digital** to pursue any remedy resulting from a breach of this Agreement by Referrer shall be construed as a waiver of that breach neither by **Samurai Digital**, nor as a waiver of any subsequent or other breach unless such waiver is in writing and signed by an authorized representative of **Samurai Digital**.

(c) Severability. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

(d) Non-Assignment. Referrer may not assign this Agreement or any rights or obligations of Referrer under this Agreement, in whole or in part, without the express written consent of **Samurai Digital**.

(e) Choice of Law. This Agreement shall be construed in accordance with the laws of the state of Florida regardless of its choice of laws provision.

(f) Notices. Notices required to be given by one party to another shall be deemed properly given only when reduced to writing and sent to the addresses stated above or provided by either party from time to time by certified mail, return receipt requested, postage prepaid, and shall be effective upon delivery. Either party may change the addresses for giving notice from time to time by written instructions to the other party of such change of address. Referrer hereby acknowledges and agrees that **Samurai Digital** may email Referrer from time to time in order to communicate with Referrer regarding the Referral Program and/or Referrer's performance thereunder.

(g) Entire Agreement. This Agreement, the Exhibits hereto, if any, and the Referral Program Guide, each as amended from time to time, constitute the entire understanding between the parties hereto in relation to the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by



Samurai Digital or Referrer. Unless otherwise provided in this Agreement with respect to Samurai Digital's right to amend or modify the Referral Program Information from time to time, no modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized officer of both parties. Samurai Digital may change any terms of its Referral Program without prior notice to Referrer; provided, however, that Referrer shall be permitted to terminate this agreement and its participation in the Referral Program, in its sole discretion, upon implementation of any such change by Samurai Digital. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Samurai Digital Corp.

By: _____
(Authorized Signature)

Dario Ruiz
President

Referrer: _____
(Signature)

(Print Name)

(Social Security Number)

(Telephone Number)

Commission Schedule
(Effective 4/15/05)

Samurai Digital shall pay Referrer a commission on or before the 15th day of each month for any commissions earned during the preceding month ("Earned Commissions"). The Referrer shall earn a commission on the date that Samurai Digital receives payment in accordance with the terms of a written contract for Samurai Digital Services ("Eligible Contract") with a customer referred by Referrer and registered in writing with Samurai Digital prior to execution of an Eligible Contract ("Referred Customer"). Commission payments on Earned Commissions shall be paid as follows:

- A. For the first Eligible Contract signed with a Referred Customer, a commission of 10% of the gross revenues received by Samurai Digital.
- B. For the second Eligible Contract signed with a Referred Customer, a commission of 5% of the gross revenues received by Samurai Digital, so long as the second Eligible Contract is signed by the Referred Customer within one (1) year of the date of the first Referred Contract.
- C. No further commissions shall be paid unless expressly agreed to in writing and signed by Referrer and Samurai Digital's President.

For the purposes of this Commission Schedule, a Referred Customer includes any affiliate, subsidiary, parent, and related entity of the Referred Customer.

For purposes hereof, an "affiliate" is an entity which controls, is under common control with, or is controlled by, the Referred Customer.

Initials:

Referrer: _____

Samurai Digital: _____