



Referral Partner Agreement

Below is the busybusy Referral Partner Agreement (RPA). Please read carefully.

By signing below you agree to be bound by the terms and conditions of this Agreement. The term "Agreement" means collectively this RPA and the busybusy Referral Partner Program Agreement posted on the busybusy blog and all exhibits/addendums thereto. In the event of a conflict between this Agreement and the Referral Partner Program Agreement as posted online, this Agreement shall prevail.

RECITALS

A. busybusy is a leading provider of mobile technology solutions and services including mobile timecards, job costing, photo documentation, bidding, and analytics.

B. busybusy desires to receive referrals for small and mid-sized businesses, consumers, association members and business professionals.

C. Referral Partner ("You" "Your") desires to provide busybusy with such referrals ("Qualified Opportunity") in return for a commission.

1. busybusy shall pay You a referral fee commission for each Qualified Opportunity that opens a paid account for busybusy's Products.

2. A Qualified Opportunity is a referred prospective customer that is not an existing customer or already subject to active solicitation by busybusy. All marketing, sales and support activities for a Qualified Opportunity shall be managed and conducted by busybusy except where otherwise agreed to by the parties in writing. Notwithstanding anything in this Agreement to the contrary, busybusy shall not be obligated to accept any potential customer referred by You, nor shall busybusy be obligated to provide products to any potential customer referred by You.

3. busybusy pays commissions within thirty (30) days of the end of the calendar quarter in which Subscription Fees are paid by a Qualified Opportunity. busybusy will pay You 5% of the Monthly Subscription Fee paid by the Qualified Opportunity minus any chargebacks, refunds or returns.

- a) In addition to the 5% commission, busybusy will pay You 100% of the first month's paid subscription fee by the Qualified Opportunity
- b) busybusy will pay You a 5% commission on each paid-in-full monthly subscription fee paid by Customer. This commission and first month fee will be paid to You within thirty (30) days of the end of the calendar quarter in which the Subscription Fees are paid to busybusy.

4. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, any party.

5. You agree and understand that You are an independent contractor. The Company will not withhold any taxes and You will not be entitled to any benefits, such as unemployment insurance, medical insurance, pension plans, or any other such benefits. A W-9 will be required for payment.

6. You agree and understand that You will not have an exclusive marketing territory as there are and will be other Authorized Referral Partners.

7. Either Party may terminate this Agreement, for any reason or for no reason, upon thirty (30) days written notice to the other Party. Rights and obligations under this Agreement, which by their nature should survive, will remain in effect after termination or expiration hereof.

8. The laws of the State of Nevada (excluding its choice of law rules) will govern interpretation and enforcement of this Agreement. The federal and state courts of Clark County, Nevada shall have exclusive jurisdiction over any disputes or legal action arising out of or relating to this Agreement.

PARTNER

busybusy

By: _____

By: _____

Representing: _____

Title: _____

Title: _____

Date: _____

Date: _____