

2014

MultiSoft Referral Agreement



MultiSoft Corporation

Tel: +1 239 945-6433

2/17/2014

Non-Compete – Non-Disclosure Agreement

This Agreement is made this _____ between MultiSoft Corporation, a Florida corporation ("MultiSoft"), and Referral Agent.

WHEREAS, the Referral Agent realizes that MultiSoft has made a substantial investment in time and money in developing business and customer relationships, and that it is a legitimate business interest of MultiSoft to protect that investment and to retain its contracts with the good will of its customers, and Referral Agent further accepts that he/she is in a position of much trust and responsibility;

WHEREAS, Referral Agent is willing to agree to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Referral Agent's independent relationship with MultiSoft and pursuant to the terms and conditions hereinafter set forth, and in further consideration of their mutual covenants herein contained, the parties hereto agree as follows:

1. DUTIES. Subject to the terms and conditions hereinafter set forth, the Referral Agent's duties shall be lead procurement and sales presentations of MultiSoft products and services, and assisting in bringing the new prospects to sales closure with MultiSoft.

2. EXTENT OF SERVICES. The Referral Agent shall **NOT** be required to devote any specific amount of time, attention or energies to MultiSoft business, and both parties understand that Referral Agent **WILL** be engaged in other [non-competitive] business activities, without prior approval of MultiSoft, whether or not such business activity is pursued for gain, profit or other pecuniary advantage. Referral Agent is a Nevada registered and licensed business and as such MultiSoft may make no requirements of Referral Agent's time or efforts.

3. CONFIDENTIAL INFORMATION. Referral Agent agrees not to divulge, disclose, or communicate to any person, firm, or corporation at any time, during or after termination of the position of employee or Referral Agent, in any fashion, form or manner, either directly or indirectly.

Any information of any kind, nature, or description concerning any matters affecting or relating to the business of MultiSoft or Referral Agent's relationship with MultiSoft which specifically includes any matter whatsoever

concerning MultiSoft Corporation, its customers, subsidiaries, divisions or affiliated companies (collectively referred to hereafter as "Confidential Information").

The parties agree that Confidential Information includes, without limiting the generality of the foregoing, the name of any customers of MultiSoft, the prices it obtains or has obtained or at which it sells or has sold its products or services, research, development, inventing, accounting, computer hardware configuration, computer software, source code, manufacturing, engineering, merchandising, equipment, data or any other information of, about, or concerning the business of MultiSoft or the business of customers of MultiSoft, its manner of operation, its plans, processes, or other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties agree that the above matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of MultiSoft, and its goodwill, and that any breach of the terms of this paragraph is a material breach hereof.

This Agreement shall not be deemed to prevent Referral Agent from disclosing Confidential Information if all of the following circumstances exist: (1) such disclosure is necessary to the business of MultiSoft and to the performance of the duties of Referral Agent; (2) such disclosure does not involve trade secrets or other theretofore undisclosed matters; and (3) Referral Agent makes such disclosure in circumstances and in a manner reasonably calculated to benefit MultiSoft and not Referral Agent or actual or potential competitors of MultiSoft.

4. RETURN OF CONFIDENTIAL INFORMATION. Upon termination of the Referral Agent relationship, all documents, art or office supplies, records, computer hard drives, DVD's, CD's, disks, or tapes, notebooks and similar repositories of or containing Confidential Information, including copies thereof, then in the Referral Agent's possession, whether prepared by him or others, will be handed over to MultiSoft.

In the event of a breach or threatened breach by the Referral Agent of the provisions of this Section 4, MultiSoft shall be entitled to an injunction restraining the Referral Agent from disclosing, in whole or in part, the Confidential Information, or from rendering any services to any person, firm, corporation, association or other entity to whom Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed.

Nothing herein shall be construed as prohibiting MultiSoft from pursuing any other remedies available to MultiSoft for such breach or threatened breach, including the recovery of damages from the Referral Agent.

5. RESTRICTIVE COVENANT. Upon the Referral Agent's termination the Referral Agent shall not, without the prior written consent of MultiSoft, directly or indirectly, be in competition with MultiSoft, enter into or engage in the business of manufacturing, jobbing, selling or marketing the services which are being performed by MultiSoft at the time of termination, either as an individual for his own account, or as a partner or joint venturer, or as an Referral Agent, agent, or salesman for any person, or as an officer, director or shareholder for a period of three (3) years following the termination of his Referral Agent relationship with MultiSoft. Solicitation or acceptance of orders shall constitute "engaging in business" and will be in violation of this agreement.

Both parties hereto recognize that MultiSoft conducts business globally, and the Referral Agent has been responsible for operations throughout such area, and such an area is necessary for the protection of MultiSoft. This covenant on the part of the Referral Agent shall be construed as an agreement independent of any other provision of this agreement; and the existence of any claim or cause of action of the Referral Agent against MultiSoft, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by MultiSoft of this covenant.

In the event of a breach or threatened breach by the Referral Agent of the provisions of this Section 6, MultiSoft shall be entitled to an injunction restraining the Referral Agent from violating the provisions of this Section 6. Nothing herein shall be construed as prohibiting MultiSoft from pursuing any other remedies available to MultiSoft, including the recovery of damages and attorneys' fees, for a breach or threatened breach of this Section 6.

6. NONSOLICITATION OF CUSTOMERS. The Referral Agent agrees to refrain, during his term and for a period of three (3) years following his termination, from soliciting or accepting, or attempting to solicit or accept, directly or by assisting others, any business from any of MultiSoft's customers, including actively sought prospective customers, with whom the Referral Agent had material contact during his term as Referral Agent for purposes of providing products or services that are competitive with those provided by MultiSoft's business.

8. NONSOLICITATION OF other Referral Agent's and Employees. The Referral Agent agrees to refrain, during his Referral Agent relationship and for three (3) years following his termination, from recruiting or hiring, or attempting to recruit or hire, directly or by assisting others, any employee of MultiSoft or of its affiliates or customers.

9. TOLLING. The Referral Agent's breach of Sections 6, 7, or 8 of this Agreement shall automatically toll and suspend the period so stated in Sections 6, 7 or 8 for the amount of time that the violation continues.

10. TERMINATION. The Referral Agent may be terminated by MultiSoft at any time, with or without cause, without prior notification and without severance pay unless specifically provided otherwise in writing.

11. SEVERABILITY AND INTERPRETATION. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms. Further, in the event that any provision are held to be overbroad as written, such provisions shall be deemed amendable to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforceable as amended.

12. MISCELLANEOUS.

A. Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require.

B. This agreement may be executed in any number of counterparts, each of which shall be deemed an original part, all of which together shall constitute one and the same instrument.

C. This agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter, including any prior agreements between MultiSoft and the Referral Agent.

D. No representation, promise, inducement or statement of intention has been made by MultiSoft or the Referral Agent which is not embodied in this agreement.

E. This agreement shall be interpreted and construed pursuant to the laws of the State of Florida. Any provisions in conflict with the laws of the State of Florida shall be deemed void and the parties shall be bound by the remaining provisions.

F. Referral Agent agrees that the provisions of this agreement shall be binding on his heirs, assigns, executors, administrators, and other legal representatives.

IN WITNESS WHEREOF, MultiSoft has caused this agreement to be duly executed and delivered by its officer duly authorized, and the Referral Agent has duly executed and delivered this agreement, all as of the date first above written.

Referral Agent

Doing Business as

Date

MultiSoft Corporation – Robert Proctor

Date

**Independent Agent Contractor
Referral Agent Agreement**

This agreement is made by and between MultiSoft Corporation, a Florida corporation (hereinafter "MultiSoft"), having a principal place of business at: 1723 SE 47th Terrace, Cape Coral, Florida 33904 USA.

and: _____ having a principal place of business at:
_____.

MultiSoft offers a variety of unique products and services designed specifically for multilevel Marketing companies.

WHEREAS:

- a) MultiSoft has developed a multi-level marketing (MLM) software system named "MarketPowerPRO" that it desires to market and sell through a network of authorized Referral Agent's. MultiSoft desires to arrange for Referral Agent to sell MarketPowerPRO, as set forth herein.

AND:

- b) On a non-exclusive basis, MultiSoft shall reward persons and entities with unique connections in business for making referral introductions and assisting MultiSoft in ultimately signing the referral to a sales contract. In light of this, MultiSoft is proud to offer the "Independent Referral Agent Agreement" (Referral Agent) to those that assist in introducing MultiSoft to potential clients and who take a positive role in assisting MultiSoft where possible.

**TO QUALIFY FOR A REFERRAL AGENT COMMISSION,
A REFERRAL AGENT MUST:**

1. Take and pass the online TrainerWare MarketPowerPRO training course.
2. Personally make the initial contact with a decision maker of prospective companies or corporations and ascertain their interest in MultiSoft's services.
3. Notify MultiSoft in writing by completing a copy of the "Contact Referral Form" form (Addendum I – Contact Referral Form) or by entering the Lead into the Contacted system, with details of the prospective company and the name of the decision maker, along with his/her position within the company.

4. Provide a brief description of their business, setup a 3-way introductory telephone call and assist MultiSoft as may be necessary during the sales cycle.

This process will be used to verify, guarantee and protect your referred leads.

MultiSoft will acknowledge to Referral Agent, whether or not it has or has not had prior contact with a new referral prospect and whether or not the prospect in question meets MultiSoft's criteria for acceptance for a MarketPowerPRO License Agreement. If MultiSoft does not produce documentation that either another Referral Agent or a MultiSoft Employee is currently working (working = less than 60 days of communication) with the referred company, Referral Agent will be given 30 days exclusive right to be paid a Referral Commission regardless of who brings the prospect to a License agreement and Referral Agent will be paid the referral commission should the prospect sign a contract within that time frame, no matter who actually signs the prospective customer to a contract with MultiSoft.

WHEREAS:

1. Referral Agent has represented that they have prior experience in the "MLM" and Network Marketing business and in the sale of related products and services.
2. Referral Agent wishes to accept the appointment subject to the terms stated in this Agreement.

NOW THEREFORE, THE PARTIES AGREE:

DUTIES OF MULTISOFT

MultiSoft provides the Referral Agent with the following assistance and services so long as the assistance and services are necessary for the operation of the Referral Agent and provided the Referral Agent is not in default under this Agreement:

1. To pay commissions to Referral Agent as detailed in the Independent Sales Office Commission Schedule - Exhibit A.
2. To provide initial MultiSoft training to Referral Agent, by telephone and MultiSoft's internet certification courses (www.trainerware.com).

3. Provide up to 3 days of sales and product training at either the Florida USA or Manila Philippines office at no charge to Referral Agent, at a mutually agreeable date.
4. All travel and accommodation expenses are to be paid in advance by Referral Agent.
5. MarketPowerPRO will be sold by the Referral Agent based on MultiSoft's current prices shown on the website <http://www.multisoft.com> and from custom quotes provided exclusively by MultiSoft's President Robert Proctor.
6. Payments for all orders, services and software licenses must be confirmed by a signed customer contract to purchase, and must be accompanied by payment in full as agreed also in writing by MultiSoft, together with any shipping and handling costs, unless other prior written installment payment arrangements with MultiSoft have been made prior and in writing with a signature from a MultiSoft authorized officer.

SERVICES NOT PROVIDED BY MULTISOFT

The Referral Agent understands and agrees that MultiSoft has not, and will not supply the following to the Referral Agent under the agreement or otherwise, and has not represented that it will do so:

- (a) License of the use of any "MultiSoft" trade names or any other trade names owned by, or licensed to MultiSoft, except as expressly set forth in this agreement;
- (b) Provide locations, leads, prospects, or clients, or assist in providing locations or clients for the sale of MarketPowerPRO.
- (c) That MultiSoft or any person acting on behalf of MultiSoft has outlets or sales for MultiSoft products or will assist Referral Agent in obtaining outlets or sales for MultiSoft products.
- (d) Prescribe in substantial part, or exercise significant control over, any marketing plan or system to be utilized by the Referral Agent in the operation of the Referral Agent.

- (e) That the Referral Agent's business may, can or will provide income or be profitable.
- (f) That any initial investment in offices, salaries, products and/or sales aids, or any portion thereof may be earned back to Referral Agent through the operation of the Referral Agent.
- (g) That MultiSoft will buy back any purchased inventory or otherwise make up any financial losses which Referral Agent may incur.
- (h) That the Referral Agent and/or this agreement have been filed with, registered with, or otherwise accepted or approved by any country, state or federal office or authority.
- (i) That locations will be provided or assistance be given in the finding of locations for the use or operations of the Referral Agent.

GRANT

MultiSoft grants to the Referral Agent, subject to the terms of this Agreement, the right and the Referral Agent undertakes the obligation, to operate one authorized non-exclusive sales office in an unrestricted territory, internationally.

DUTIES OF THE REFERRAL AGENT:

DUTIES OF REFERRAL AGENT

1. Represent and sell MarketPowerPRO in all geographic areas as a **non-exclusive Referral Agent, with no exclusive territory.**
2. Accurately represent MarketPowerPRO to all potential customers.
3. Inform MultiSoft of any issues concerning MarketPowerPRO.
4. Inform MultiSoft if Referral Agent is representing or plans to represent any other competitive business or firm (multilevel marketing software).
5. Telephone MultiSoft with reasonable frequency to discuss sales activity.

6. Provide MultiSoft 30-days written notice should Referral Agent intend to terminate this agreement.
7. Return promptly all property provided by MultiSoft, if either party terminates this agreement.

OPERATIONAL REQUIREMENTS

1. The Referral Agent has the right to sell MarketPowerPRO where allowed by law. The Referral Agent agrees not to sell (under any circumstances) any other competitive products or services, or any derivative thereof, that are in competition with MarketPowerPRO without the prior written consent of MultiSoft. The Referral Agent will not do anything or commit any act, which might prejudice any licensing or other rights of MultiSoft.
2. The Referral Agent will aggressively and actively sell and promote the sale of MarketPowerPRO to the fullest possible extent.
3. The Referral Agent must operate under its own name or other fictitious, trade or assumed name, which will not include any of the “MultiSoft” trade names or any other trade names owned by, or licensed to MultiSoft. The Referral Agent may indicate that they are an **“Authorized Referral Agent”** for MultiSoft Corporation, but may NOT use MultiSoft's logo or name in part or in whole, on business cards and other materials or literature.
4. The Referral Agent will not do anything or commit any act that might prejudice or adversely affect the rights of MultiSoft or the exclusive ownership by MultiSoft of any of its trademarks and trade names, and will cease any reference to MultiSoft's name or trademarks in any manner whatsoever upon the expiration or other termination of this Agreement. Any act or practice that MultiSoft deems harmful to its rights under the trademarks, trade names or other goodwill associated with MultiSoft must be discontinued immediately upon written notice from MultiSoft. If the Referral Agent does not comply within 5 business days after notice from MultiSoft, the failure of the Referral Agent to cease these activities is an immediate default under this Agreement.

5. The Referral Agent must only work directly with clients and prospective clients, and may not resell to other Referral Agent's or other third parties.
6. The prices the Referral Agent quotes for MultiSoft's products and services is established solely by MultiSoft as defined in the price list at <http://www.multisoft.com>.
7. The Referral Agent agrees to respond promptly to inquiries or complaints made by a Client by notifying MultiSoft.
8. The Referral Agent will sell MarketPowerPRO to clients using the approved forms including, Software License Agreements, Contract to Purchase and Maintenance Agreement. MultiSoft will supply to the Referral Agent sample forms.

ADVERTISING

The Referral Agent may only advertise MarketPowerPRO in a manner that must be agreed upon in writing by MultiSoft prior to running the proposed advertisement, all advertising and marketing is subject to MultiSoft's prior written consent.

The Referral Agent must submit to MultiSoft for approval, ALL materials to be used for advertising. MultiSoft may require the Referral Agent to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved, if in MultiSoft's judgment, the materials or advertising may injure or be harmful to MultiSoft. MultiSoft shall make this requirement in writing, and the Referral Agent has 3 days after receipt of notice to withdraw and discontinue use of the materials or advertising, unless otherwise agreed in writing.

The Referral Agent agrees that he or she will make no representations or warranties that misrepresent or falsify the specifications, qualities or uses of the MarketPowerPRO and the Referral Agent will use its best efforts to assure that its employees and agents likewise refrain from misrepresentations.

MultiSoft does NOT participate in cooperative direct mail or advertising programs with Referral Agent's.

Referral Agent may, but is not required, to participate in network marketing (MLM) conventions, trade shows and training programs.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Referral Agent warrants that he or she can legally conduct the business of selling MarketPowerPRO. The Referral Agent will comply with all country, federal, state, and local laws, rules and regulations, and will timely obtain, maintain and renew when required all permits, certificates or franchises necessary for the full and proper conduct of the Referral Agent under this Agreement, including qualification to do business, occupational licenses and sales tax permits. Copies of all inspection reports, warnings, certificates and ratings, issued by any governmental entity during the Term in connection with the conduct of the Referral Agent that indicate material noncompliance by the Referral Agent with any applicable law, rule or regulation, will be forwarded to MultiSoft by the Referral Agent within 5 days of the Referral Agent's receipt of these items.

REFERRAL AGENT'S PERFORMANCE

The Referral Agent agrees that the granting of the Referral Agent is expressly conditioned upon the Referral Agent agreeing to actively promote and aggressively sell MarketPowerPRO.

NOTICES TO MULTISOFT

The Referral Agent will notify MultiSoft in writing within 3 days of any of the following events if any event occurs in connection with the Referral Agent that may have an adverse effect on the Referral Agent:

- a. The actual commencement of any action, suit, countersuit or other proceeding against the Referral Agent, or any of its employees, if related to the Referral Agent business;
- b. The receipt of any notice of noncompliance by the Referral Agent or any of its employees with any law, rule or regulation;
- c. The issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality entered against the Referral Agent or against any of its employees.
- d. Demands for refunds based on non-performance of either software or support personnel.

- e. The Referral Agent will provide MultiSoft with any information it requests, within 3 days of request.

WARRANTY POLICIES

The Referral Agent indemnifies and holds MultiSoft harmless from any loss or claim arising out of the negligence or willful acts or omissions of the Referral Agent or its agents, employees or representatives in the installation, use, sale or servicing of MarketPowerPRO.

If the MarketPowerPRO system sold by MultiSoft is defective in workmanship or materials, MultiSoft at its sole discretion agrees to: (i) provide an appropriate adjustment in the sales price; (ii) repair a defective MarketPowerPRO; or (iii) replace a defective MarketPowerPRO.

MultiSoft is not responsible for any incidental or consequential damages for lost profits or for any other damages. MultiSoft's total responsibility will not exceed the value of the goods in question.

MultiSoft expressly disclaims any implied warranties of merchantability or fitness for particular purpose. Custom programming by its very nature is non-refundable; consequently the only recourse in the event of default in workmanship or material is the correction or re-programming of the custom programming work.

OPERATIONAL SUGGESTIONS

The Referral Agent is encouraged to submit suggestions in writing to MultiSoft for improving the Referral Agent network, products, services, software, equipment, service format, advertising, specifications, and any other relevant matters, that MultiSoft may consider for use in adopting or modifying standards, specifications and procedures. The Referral Agent agrees that any suggestions shall immediately become MultiSoft's exclusive property and may or may not be implemented at MultiSoft's sole discretion.

The Referral Agent must offer to customers all existing and future new MarketPowerPRO products, introduced by MultiSoft. MultiSoft reserves the right to establish minimum sales performance standards for all new products, which will be binding on the Referral Agent.

EXPENSES, FUNDING AND MARKETING EXPENSES

All expenses and obligations incurred by the Referral Agent in connection with selling MarketPowerPRO, including travel, salaries, advertising or promotion in which MultiSoft has not agreed to participate (in writing), and any expenses incurred in the maintenance of showrooms or offices, is the sole expense and obligation of the Referral Agent. MultiSoft is only responsible for expenses that MultiSoft has prior agreed in writing to incur or to pay.

MultiSoft unequivocally does not provide Referral Agent with any funding for marketing activities. Reimbursement of any authorized marketing expenditure requires prior written authorization by MultiSoft. All terms of the marketing agreements shall be specified in the authorizations. MultiSoft specifically states, and Referral Agent recognizes, that MultiSoft does not offer a CO-OP marketing fund entitling Referral Agent to accrue dollars for marketing based upon sales.

LEADS

MultiSoft does NOT provide any leads. All leads that Referral Agent's cultivate themselves, must be entered into MultiSoft's Contact Management System (www.contacted.com).

After Referral Agent has entered a lead and thereby had a date and time stamp tied to it, the entering Referral Agent will have exclusive rights to the lead for 60 days from the date of entry. A Referral Agent owns a lead until the Referral Agent goes 60 consecutive days without contacting the lead (as verified by date and time stamps recorded in the "notes" area of www.contacted.com). If either event passes, the lead is considered an "abandoned lead" and is automatically released to the "lead pool" and becomes generally available to all Referral Agent's again. Referral Agent's that elect to use their own Contact Management System (other than www.contacted.com) MUST still enter the lead into www.contacted.com to safeguard their lead ownership; leads not entered into www.contacted.com will be unconditionally disqualified.

MultiSoft Corporation, at all times, reserves the right to cultivate, market and sell MarketPowerPRO to its own leads and abandoned leads.

Nothing in this Agreement precludes the Referral Agent from entering into agreements with other Referral Agent's appointed by MultiSoft to: (i) grant reciprocal sales rights; (ii) allow a sharing of profits; or (iii) any other treaties or understandings as may facilitate maximum sales potential. Such agreements must be in writing, signed by the parties and a copy must be sent to MultiSoft. The responsibility of enforcing financial or other arrangements will be solely the responsibility of the Referral Agent's involved.

TRANSFER OF INTEREST BY MULTISOFT

MultiSoft has, at all times, the absolute right to transfer, assign or delegate all or any part of its rights or obligations under this Agreement to any person without the consent or approval of the Referral Agent. MultiSoft's transferee must assume MultiSoft's obligations under this Agreement and send to the Referral Agent written notice of the assignment and assumption. MultiSoft can also transfer its securities, engage in public and private securities offerings, merge, consolidate, acquire other businesses, sell all or substantially all of its assets, borrow money, deal in its assets or otherwise operate its business without the consent or approval of the Referral Agent.

COMMISSIONS:

1. For all signed and paid-for License Agreements referred by you and accepted by MultiSoft, Referral Agent will be paid a referral commission as detailed in Addendum II, but only upon final delivery by MultiSoft to the Licensee and payment in full by Licensee, and upon signed acceptance by the Licensee that MultiSoft has fulfilled its obligation as set forth in the MarketPowerPRO License Agreement.
2. MultiSoft will also pay Referral Agent ongoing Residual Commissions as detailed in Addendum II.
3. MultiSoft pays all earned commissions on or before the 15th day of the month for the previous month; commissions are paid only upon receipt of certified funds.

CONDITIONS OF THE AGREEMENT

Referral Agent acknowledges and agrees that the relationship between Referral Agent and MultiSoft is solely that of an Independent Contractor referring leads to MultiSoft and nothing in this Agreement is to be construed

to constitute the parties relationship as: employer, employee, franchisor, franchisee, agent, principal, partner, joint venturer, dealer, co-owner or as participants in a joint or common undertaking. Neither party has any right, power or authority to act or create any obligation on behalf of the other.

Both parties agree that all information furnished to it by the other party and identified as being proprietary or confidential is to be treated in a confidential manner and will remain the sole and exclusive property of the disclosing party.

Referral Agent may not use the MultiSoft name, logos, trade names, service marks, trademarks, stationery, printed materials or art work in any promotional or advertising material, statement, document, press release, broadcast or other communication without prior written consent by MultiSoft Corporation.

This Agreement and all other written agreements related to this Agreement represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement, its Exhibits and all other written agreements related to this Agreement and expressly referenced in this Agreement will be of any force and effect.

REFERRAL DISPUTES

MultiSoft utilizes a Contact Management system for all prospects and as a new lead is entered into the system the lead is automatically time stamped. This time stamp will be used to settle a dispute in the event that more than one Referral Agent claims ownership of a referred lead or sale. Failure of Referral Agent to properly complete and submit a signed copy of the Contact Report for each new referral automatically disqualifies Referral Agent from receiving any commission on a disputed lead.

MULTISOFT'S RIGHT TO DECLINE BUSINESS

Because the ASP model means that MultiSoft is tied to a Licensee for the full term of the relationship, MultiSoft reserves the absolute right to decline any business without cause or reason what-so-ever.

TERMINATION

- a) With or without cause, either party may terminate this Agreement with thirty (30) calendar day's written notice to the other party. In the event that MultiSoft terminates this Agreement all future unpaid outstanding ASP commissions on previously accepted Licenses shall continue to be paid monthly in the same manner as before termination.

- b) During the thirty (30) day calendar period pending termination, the parties shall continue to be bound by, and responsible to comply with, all of the terms and conditions of this Agreement, including the payment of all fees required pursuant to all addendums to this Agreement.

MULTISOFT'S PROPRIETARY RIGHTS

The software, source and object code processes and informational content thereof, including all copyrights thereto, text and artwork is owned by and at all times shall remain the property of MultiSoft. This Agreement creates no ownership rights of any nature, form, or description for Referral Agent, its agents or employees. MultiSoft remains the sole owner of all source code, methodology, templates, design, technology, trademarks and service marks, and other intellectual property rights associated with the License and related software and products, whether or not subject to formal registered patent, copyright or other legal protection.

NON-SOLICITATION OF MULTISOFT EMPLOYEES

Referral Agent agrees that except with the prior written consent of MultiSoft, during the term of this Agreement and for a period of three (3) years thereafter, Referral Agent will not solicit for employment with any MultiSoft client or have any discussion with any current or former employee(s) of MultiSoft concerning employment of any nature, and Referral Agent shall not induce or attempt to influence any employee of MultiSoft to terminate his or her employment with MultiSoft. An individual is considered to be a former employee of MultiSoft if employed by MultiSoft within the two years prior to execution or termination of this Agreement, whichever should later occur.

GOVERNING LAW

This Agreement shall be governed by, and interpreted under, the laws of the State of Florida, United States of America. The parties acknowledge that a substantial portion of the negotiations, performance and signing of this Agreement occurred or will occur in Lee County, Florida, and therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the circuit or county courts of the State of Florida, which state Courts shall have exclusive subject matter and personal jurisdiction over the parties, with exclusive venue in Lee County, Florida; (b) consents to the jurisdiction of each court in any suit, action or proceeding; (c) waives any objection that it may have to personal jurisdiction or the laying of venue of any suit, action or proceeding in any of these courts; and (d) agrees that service of any court paper may be effected on that party by mail at the last known address, as provided in this Agreement, or in any other manner as may be provided under Florida law.

In the event of a breach or anticipatory breach of this agreement by Referral Agent, MultiSoft may apply for and receive a temporary restraining order, without prior notice or bond, restraining such breach or anticipatory breach, as a part of any legal action against Referral Agent for injunctive or protective relief.

TAXES

Referral Agent is an Independent Agent Contractor and as such has absolutely no minimum productivity or work hour commitments or requirements imposed by MultiSoft to maintain Referral Agent status, and therefore Referral Agent is solely responsible for payment of his/her/its own income and all other taxes, including those of its employees or agents, due and owing to any country, state, county, province, territory, municipal authority, or other duly authorized governmental body, and agrees to pay directly to the appropriate governmental agency all such taxes which accrue due to the granting, and/or arising out of the use of, this agreement. MultiSoft Corporation shall not be responsible for payment of any such taxes which are the responsibility of Referral Agent hereunder.

NOTICES

Routine communications and notices required under this Agreement may be given by regular mail and by e-mail. Each party shall designate an e-mail

address or addresses for these communications. Sensitive or confidential notices shall be sent via certified mail to addresses and addressees designated in writing, or if no instructions are given, shall be addressed to the signer of this contract at the principal business office of the party. Certified mail notices shall be deemed given upon tender of delivery or notice of availability from the U.S. Post Office.

SEVERABILITY

If any provision of this Agreement or any other Agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, that provision is inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, that provision has the meaning that renders it valid and enforceable.

SURVIVAL

All obligations of MultiSoft and Referral Agent that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

SUCCESSORS AND ASSIGNS BOUND

This Agreement shall be binding on Referral Agent, their agents, successors and assigns. It supersedes any prior version of this Agreement executed by the parties.

WAIVER

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of that provision, a waiver of the provision itself, or a waiver of any right, power or

remedy under this Agreement. No notice to or demand on any party in any case will, of itself, entitle that party to any other or further notice or demand in similar or other circumstances.

FORCE MAJEURE

The parties shall not be liable for failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to: acts of God; failure or disruptions in third party-controlled or operated communications facilities, internet service providers; and/or worms, viruses and other disabling and/or disruptive software, communications and/or files.

ENTIRE AGREEMENT

This License Agreement, its Addendums and all other written Agreements expressly referenced in, or related to this Agreement, including, but not limited to, a Mutual Confidentiality Agreement, represent the entire understanding and Agreement between the parties with respect to the subject matter of this Agreement and supersede all other negotiations, understandings and representations, if any, made by and between the parties.

No representations, inducements, promises or Agreements, oral or otherwise, if not embodied in this Agreement, its schedules or in other written Agreements related to this Agreement and expressly referenced in this Agreement will be of any force or effect. The terms and conditions of this Agreement cannot be altered or varied except by a written Agreement executed by the duly authorized representatives of the parties on a date subsequent to the execution of this Agreement.

ACCEPTED ON THE DATES SET FORTH BELOW:

BY REFERRAL AGENT:

Authorized officer

Date

BY MULTISOFT:

Authorized officer

Date

Addendum I - Contact Referral Form

Dear MultiSoft,

In accordance with my signed Referral Agreement, I hereby notify you that I have made contact with the following company and/or individual(s).

Date of reservation: _____

Company Name: _____

Contact Person(s): _____

Position/Title: _____

Address: _____

City: _____

State/Zip: _____

Phone: _____

Fax: _____

Web URL: _____

Compensation Plan type: _____

Business Description: _____

MultiSoft Office Use Only:

MultiSoft does: _____ does not: _____ have a prior relationship with this company.

Accepted: _____ Declined: _____ by MultiSoft Date: _____

By: _____

Ref: referral agreement word doc.

ADDENDUM II - COMMISSION SCHEDULE

The commission schedule afforded as part of this Agreement is as set forth below:

- a) Referral Agents will receive a 10% commission per MarketPowerPRO system, accepted, paid, and licensed by Referral Agent.
- b) Referral Agents will receive a 5% commission on monthly ASP fees associated with licensed customers acquired by Referral Agent.
- c) Referral Agents will receive a 5% commission on all future custom programming associated with licensed customers acquired by Referral Agent.
- d) In the event of termination of the Referral Agreement MultiSoft shall retain future commissions for any unpaid bills.