



# Referral Program Terms and Conditions

This **IPSUM Vision Agreement** (hereinafter the "Agreement"), effective as of \_\_\_\_\_ is entered into by and between \_\_\_\_\_ ("Company"), on behalf of itself .

Ipsum Vision Inc. provides Software, digital devices and consulting services offerings under various names (collectively, "Ipsum Vision Offerings"). Ipsum Vision has created a customer referral program ("Referral Program") to reward persons who recommend the Ipsum Vision Offering to third parties as described in this Agreement.

NOW, THEREFORE, in consideration of their mutual agreements, promises, and covenants, the sufficiency of which is hereby acknowledged, Company("Referral Partner") and Ipsum Vision agree as follows:

## 1. Scope

This Agreement sets forth the general terms of the relationship between the parties and give the modalities of the Referral Program.

- Referred Customer.

A "Referral" occurs if:

- (i) Ipsum Vision enters into a definitive agreement ("Customer Agreement") to provide the Ipsum Vision Offerings to a customer that had either
  - a. provided the Referral Partner ID to Ipsum Vision's sales representative employee to their Ipsum Vision corporate email address prior to or concurrently with execution of a Customer Agreement (each, a "Referred Customer"),
  - b. Referral Partner has notified Ipsum Vision's sales representative employee prior to the execution of a Customer Agreement (each, a "Referred Customer") of the Customer details in order to request credit for business related with the Customer,

- c. Customer has purchased products or services online by using a Referral URL assigned to the Referral Partner,

and (ii) if the Referred Customer agrees to pay a fee for at least one of the Ipsum Vision Offerings covered by the Customer Agreement. Notwithstanding the foregoing, a Referred Customer shall not include any party: (a) whose contact information is already within Ipsum Vision's customer database(s), (b) who has been in contact with a Ipsum Vision representative at any time during the sixty (60) days prior to the date of the Referral, (c) with whom Ipsum Vision does not enter into a Customer Agreement within sixty (60) days of Ipsum Vision's receipt of a Referral Partner ID associated with the customer, for any reason, (d) who for any reason terminated the agreement within the ninety (90) days of Ipsum Vision's receipt of referral, (e) for which Referral Partner is receiving compensation from Ipsum Vision through any other Ipsum Vision referral program. Ipsum Vision, in its sole and absolute discretion, determines whether and when a Referral has occurred.

- Company ("Referral Partner") and Ipsum Vision agree that this Agreement is non-exclusive, and neither party shall be prevented hereby from entering into similar arrangements with other parties.

## 2. Referral Program.

By completing all of the required information fields in the referral program Sign Up Form (the "Sign Up Form"), checking the box to agree to these Referral Program Terms and Conditions (the "Terms" and together with the Sign Up Form, the "Agreement") and then clicking the "Send" button or emailing a copy of the completed form to Ipsum Vision ([contact@ipsumvision.com](mailto:contact@ipsumvision.com)), you agree to be bound by this Agreement. This Agreement will not become binding upon Ipsum Vision until Ipsum Vision issues you a Referral Partner ID number, as described below. You are referred to as "Referral Partner" for purposes of this Agreement.

Once Referral Partner accepts this Agreement, Ipsum Vision will contact Referral Partner to complete the Referral Program application process and Ipsum Vision assumes no compensation or other obligations under this Agreement until Ipsum Vision provides such confirmation via email., Ipsum Vision will send another email to Referral Partner containing an identification number unique to Referral Partner ("Referral Partner ID").

## 3. Referral Fees; Payment.

- Ipsum Vision will pay Referral Partner a fee as itemized in **Appendix A** for each Referral (a "Referral Fee").

- Payments of Referral Fees to Referral Partner will be tallied and processed at the end of each month and paid no later than thirty (30) days after the end of the applicable month in which the Referred Customer executes a Customer Agreement.
- The Customer Agreement is considered executed when the online subscription and payment are both validated.
- Referral Fees are not payable if the Referred Customer cancels or terminates the Customer Agreement for the Ipsum Vision Offering within the ninety (90) days of Ipsum Vision's receipt of referral, for any reason, or fails to make payment.
- All Referral Fees shall be payable in Canadian Dollars. Referral Partner will receive payment of the Referral Fees either by check or by wire transfer, for international payments, as determined by Ipsum Vision. All checks will be sent by regular mail or given directly.

Referral Partner shall supply Ipsum Vision with current and complete information to enable Ipsum Vision to set up and authorize payment to Referral Partner through Ipsum Vision's systems of record, and to otherwise comply with applicable tax or legal reporting requirements arising in connection with this Agreement.

## 4. Limitations.

- Referral Partner acknowledges and agrees that Referral Partner's level of Referral Fee earnings under this Agreement are a direct result of Referral Partner's own efforts and that Ipsum Vision does not guarantee that Referral Partner will earn any Referral Fees under this Agreement.
- Referral Partner agrees and acknowledges that no payment of any kind, other than the Referral Fees as provided in this Agreement, is due from Ipsum Vision to Referral Partner as a result of Referral Partner making Referrals under this Agreement.
- Referral Partner shall not charge any Referred Customer any fees, costs or charges of any kind on behalf of Ipsum Vision nor accept any payment of any kind on behalf of Ipsum Vision.
- Nothing in this Agreement is intended to prohibit Referral Partner from providing services on Referral Partner's own behalf to any Referred Customer.

## 5. Term and Termination.

- The Effective Date of this Agreement is the date on which Ipsum Vision sends the Referral Partner ID to Referral Partner and this Agreement shall then continue in effect until terminated as provided herein ("Term").

- This Agreement is established for a period of one (1) year unless earlier terminated and may be automatically renewed for successive one (1) year terms commencing upon the expiration of the initial term.
- This Agreement may be terminated by either party upon five (5) days written notice to the other party for any reason or no reason.
- In addition, this Agreement will terminate immediately and automatically upon any default by Referral Partner under this Agreement.
- Ipsum Vision's obligation to pay Referral Fees shall immediately cease on termination of this Agreement.

## 6. Independent Contractor Relationship.

Nothing in this Agreement shall operate to create an employment relationship of any kind between Referral Partner and Ipsum Vision. If any court or agency construes this Agreement to have created an employment relationship between Referral Partner and Ipsum Vision, then this Agreement shall have no force and effect, and shall be null and void, beginning on the date on which such employment relationship is deemed to have taken effect.

Referral Partner represents and warrants that Referral Partner is not currently an employee of Ipsum Vision and that if Referral Partner becomes an employee of Ipsum Vision after the Effective Date, this Agreement shall immediately terminate without the need for any notice upon the date such employment begins.

Further, Referral Partner shall under no circumstances offer any form of direct compensation to a Ipsum Vision employee related to the activities contemplated by this Agreement, including by issuing payment of any portion of a Referral Fee to such Ipsum Vision employee.

## 7. Referral Partner Covenants.

Referral Partner represents and warrants that Referral Partner is not an agent of Ipsum Vision and has no authority to make any representations, warranties or other commitments to any third party on behalf of Ipsum Vision, nor any right or authority to bind Ipsum Vision to any action or agreement whatsoever.

Referral Partner represents, warrants and covenants that Referral Partner shall not make any misrepresentations, including by omission, regarding Ipsum Vision, the Ipsum Vision Offerings, or any other products or services that Ipsum Vision provides, in any manner whatsoever.

## 8. Non-Solicitation and Non-Competition.

Referral Partner acknowledges the character of Ipsum Vision's business and the substantial amount of time, money, and effort that Ipsum Vision has spent and will spend in building relationships with customers and recruiting competent employees and service providers.

Referral Partner agrees that, during the Term and for a period of one (1) year thereafter, Referral Partner will not: (i) solicit, hire, or actively assist any other person or entity in soliciting or hiring any Ipsum Vision employee (provided that nothing shall restrict a Ipsum Vision employee from responding to a general solicitation of employment publicly disseminated by Referral Partner); or (ii) compete with Ipsum Vision, directly or indirectly, including as a consultant or an advisor.

## 9. Confidentiality.

- Referral Partner agrees that the information and materials that it may obtain or to which it may have access from Ipsum Vision in performance of this Agreement, including but not limited to intellectual property, database information, processes, procedures, business, practices, financial information, constituent and the content of any reports and/or recommendations generated as a part of this Agreement ("Confidential Information"), are proprietary and confidential.
- Referral Partner will only use such information and materials for the purpose of performing the Services and will not disclose such information to any third party.
- Referral Partner will take all reasonable precautions to ensure that such information and materials remain confidential.
- Warranties, Copyright, Assignments and Ownership All information and material supplied to Referral Partner by Ipsum Vision, including but not limited to all Confidential Information will remain the property of Ipsum Vision and Ipsum Vision shall retain ownership of and any and all right, title and interest, including all trademark, copyright, patent, and other intellectual property interests, in and to such information, as well as to any deliverables provided by Referral Partner incorporating such information.

## 10. Governing Law; Venue; Notice of Disputes.

- This Agreement is governed by the laws of the Province of Ontario, excluding its conflict of laws principles. The exclusive venue for any dispute between Ipsum Vision and Referral Partner shall be Ontario, and Referral Partner hereby waives any jurisdictional, venue or inconvenient forum objections thereto.
- IPSUM VISION AND REFERRAL PARTNER EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL. Prior to initiating any legal action, the initiating party shall give the other party 60 days written notice of its intent to file an action. Ipsum Vision will provide such notice by e-mail to Referral

Partner's e-mail address on file with Ipsum Vision, and Referral Partner must provide such notice by e-mail to Ipsum Vision.

During such notice period, the parties will endeavour to settle amicably by mutual discussions any disputes, differences, or claims whatsoever. Failing such amicable settlement and expiration of the notice period, any controversy, claim, or dispute shall finally be settled in a court of competent jurisdiction as set forth herein.

## 11. Assignment

This Agreement is personal to Referral Partner and any assignment made by Referral Partner of any rights or obligations hereunder shall be null and void. Ipsum Vision shall have the unrestricted right to assign this Agreement, or any rights and obligations hereunder, without consent or notice to Referral Partner.

## 12. Indemnification

Referral Partner shall at all times during the Term and thereafter, indemnify and hold harmless Ipsum Vision and its directors, officers, employees, agents, and affiliates, against all claims, proceedings, demands, costs, damages, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of, connected with, resulting from, or sustained as a result of Referral Partner's breach of this Agreement.

## 13. Limitation of Liability

IN NO EVENT SHALL IPSUM VISION BE LIABLE TO REFERRAL PARTNER (NOR TO ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM REFERRAL PARTNER'S RIGHTS) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING COST OF COVER, LOST REVENUES OR PROFITS OR LOSS OF BUSINESS OR DATA, REGARDLESS OF WHETHER IPSUM VISION WAS ADVISED, SHAD OTHER REASON TO KNOW, OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES. IPSUM VISION'S LIABILITY TO REFERRAL PARTNER FOR DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT WHICH IPSUM VISION HAS PAID TO REFERRAL PARTNER IN THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

## 14. Entire Agreement

- This Agreement, together with all documents attached hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, or understandings, whether oral or written.
- This Agreement cannot be modified or amended except in writing signed by a duly authorized representative of the parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- This Agreement constitutes the complete and entire expression of the agreement between the parties, and supersedes any and all other representations, warranties and agreements, whether written or oral, with respect to the subject matter hereof. Referral Partner expressly agrees that any varying or additional terms contained in any purchase order or any other written notification or document issued by Referral Partner shall be of no effect and may be accepted for administrative convenience only.

## 15. Modifications

This Agreement may be amended only: (i) by Ipsum Vision generally posting revised terms and conditions on the URL containing these terms, or e-mailing Referral Partner notification that a change has occurred or will occur, and the effective date thereof; or (ii) in a writing signed by both parties.

## 16. Severability ; Headings.

These terms shall be severable and construed to the extent of their enforceability in light of the parties' mutual intent. Section headings are provided for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section.

If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction then such provision shall be deleted, and the remainder of this Agreement shall continue in full force and effect.

## 17. Survivals.

Each party's obligations under this Agreement which, by their nature, will continue beyond termination or expiration of this Agreement, including, by way of illustration only and not limitation, Confidentiality and Warranty; Indemnity; Limitation of Liability shall survive any termination or expiration of this Agreement.

## 18. No Third Party Beneficiaries

Referral Partner and Ipsum Vision agreed and intend that there are no third party beneficiaries to this Agreement.

## 19. Electronic Contract

This Agreement is an electronic contract. Referral Partner (or its authorized agent) indicate acceptance of this Agreement by checking the box to agree to the Terms and then clicking the "SEND" button or providing signatures below and emailing to Ipsum Vision (contact@ipsumvision.com).

**If submitting the form electronically, this action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract** under any applicable law or regulation and is equally binding. By clicking the "SEND" button, Referral Partner (or its authorized agent) acknowledges reading and accepting this Agreement and represents, warrants and agrees that Referral Partner (or its authorized agent) has the power, authority and legal right to enter into this Agreement on behalf of Referral Partner.

The following signatures indicate acceptance to the terms outlined.

<b>Ipsum Vision Inc.</b>	<b>Referral Partner</b>
Name : Sébastien Leroux	Company : _____
Title : Owner	Name : _____
Date : _____	Title : _____
Signature :	Date : _____
	Signature :



## **APPENDIX A – REFERRAL FEES**

- Ipsum Vision will pay Referral Partner a fee as itemized in this **Appendix A** for each Referral (a “Referral Fee”).
- Payments of Referral Fees to Referral Partner will be tallied and processed at the **end of each month** and paid **no later than thirty (30) days after the end of the applicable month** in which the Referred Customer executes a Customer Agreement.
- The Customer Agreement is considered executed when **the online subscription and payment are both validated**.
- Referral Fees are not payable if the Referred Customer cancels or terminates the Customer Agreement for the Ipsum Vision Offering within the ninety (90) days of Ipsum Vision’s receipt of referral, for any reason, or fails to make payment.

### **Software As A Service**

Referral Fee paid when Customer Agreement is executed

10% of the value of the first 3 months’ subscription (paid every month) if signed up on a month to month basis up to CAD\$ 1,000 per client

10% of the value of the year if signed up on a yearly subscription

### **Consulting Services**

Referral Fee when the final invoice is paid

10% of the initial contract up to CAD\$ 1000 per client

For any other product or service not listed above, contact Ipsum Vision.