

Referral Agreement

THE PARTIES TO THIS AGREEMENT ARE:

The Referrer, who is identified by the account created in the FitTrace app with the location specified in the account profile.

AND

FitTrace, Inc., a company located in the State of California, with a registered address located at 12021 Wilshire Blvd, Suite 185, Los Angeles, CA 90025 (hereinafter the "Company").

Whereas the Referrer may from time to time refer potential customers to the Company for a referral fee.

The Parties agree to the following:

1. The referral fee shall be calculated as one third (33%) of the gross value of an annual FitTrace app subscription. Current gross value is \$60 for an annual subscription to the FitTrace App, but the value may vary. Subsequent sales of goods or services to the referred customer shall not be subject to a referral fee. Referral fees apply to single subscriptions.
2. Upon reconciliation of referral fees due, the Company shall make payment to Referrer for his/her referrals from prior month in one payment. Company may make adjustments to referral fees based on refunds from prior months in which a referral fee applied.
3. Referrer must have an active account in the FitTrace app such that: a) The address on the Profile page is filled in to indicate where payments shall be sent; b) These terms are agreed to within the Referral page of the app; c) Referrer's email address is provided by a subscriber in the Referrer Email field when ordering a subscription.
4. Placement of advertisements and referral methods for the Company are at the sole discretion of the Referrer. However, in order to solicit sales, the Referrers shall not make promises or issue any warranty either expressed or implied pertaining to the goods or services offered by the Company unless authorized in writing by the Company to do so.
5. The Referrer may make use of the Company's trademarks for the sole purpose of promoting the Company's goods or services. Any such use shall be in accordance with the Company's trademark policies. It is expressly understood that this referral agreement does not grant the Referrer any interest in the Company's trademarks or any other intellectual property rights.

6. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Referrer position itself as affiliated to the Company, except as an independent referrer. In view of this independent relationship the Referrer shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.

7. This referral agreement does not grant exclusive rights to the Referrer to act as referrer on behalf of the Company and the Referrer shall have no rights under any other agreements entered into by the Company with other Referrers.

8. The Referrer agrees not to disclose any confidential information pertaining to the Company's goods or services nor that of prospective or existing customers to any third party. The Referrer may do follow-up enquiries with its referred customers to confirm their purchase and to gather feedback about their experience with the Company's goods or services as supplied.

9. Either party may terminate this referral agreement at any time by giving the other party prior notice by mail (at address above) or email (support@fittrace.com). Upon termination by either party all outstanding referral fees due to the Referrer at that time shall be settled in full within thirty (30) days.

10. This agreement may be updated occasionally by FitTrace. Upon such an event the Referrer will have the opportunity to agree to the updated version.

11. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

12. This agreement constitutes the whole agreement between the parties.

13. This Agreement shall be governed, construed, and enforced in accordance with and subject to the laws of the State of California, without regard for its conflict of laws provisions.