

CASH REFERRAL PROGRAM

Rev. 003 01/01/2005

By applying for our Cash Referral Program, applicant agrees to the terms and conditions of *ABS Technologies Agreement*.

PROGRAM OVERVIEW

The *ABS Technologies Cash Referral Program* Step-by-Step Process:

1. The *referrer* finds qualified referrals for the following services:
 - a. **Digital Photography**
 - b. **On-site Technical**
 - c. **Website Development**
2. Referrers may submit their contact information directly to ABS Technologies by calling us toll-free at 877-888-8894 with the name and email address of the interested party.
3. Referral fees are based on final payment from the referred party with a maximum referral fee of up to \$250 dollars for each referral.

INDEPENDENT REVIEW

BY COMPLETING THE REGISTRATION PROCESS OR CLICKING THE "I AGREE" BUTTON OR SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE ABS TECHNOLOGIES CASH REFERRAL PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

CASH REFERRAL PROGRAM TERMS AND CONDITIONS

This Agreement contains the complete terms and conditions that apply to your participation in the *ABS Technologies Cash Referral Program* (hereafter referred to the **Program**).

As used in this Agreement, "**You**" means the party (referrer) receiving the CASH for the referral.

As used in this Agreement, "**Referral**" means the party interested in acquiring services.

As used in this Agreement, "**Cash Referrals**" means the money given to **You** for the **Referral**.

REVENUE SHARING

You will earn a commission up to 7% of collected revenue for all qualified leads that result in a contract between the **Referrals** and *ABS Technologies*.

Payment of all **Cash Referrals** will be paid to **You** when the **Referrals** submits their final payment to *ABS Technologies* for the above-mentioned services rendered.

You shall be entitled to payment as long as **Referral** accounts have been paid in full.

Payment of all **Referrals** will be made by *ABS Technologies* to **You** within 5 business days from the final payment from a **Referral**.

REFERRAL REGISTRATION

You shall only generate *ABS Technologies* **Referrals** by using the “Cash Referrals” page on our Website at: <http://www.absTechnologies.net>.

ABS Technologies will invoice all **Referrals** directly. **You** may not charge your **Referrals** for any services. *ABS Technologies* will make available all regular support services to your **Referrals**.

MARKETING

You agree to cooperate with *ABS Technologies* in the development of joint press releases and testimonials. **You** shall not create, publish, distribute or permit creation of any written material that makes reference to *ABS Technologies* without receiving prior written consent from *ABS Technologies*.

Please direct all such requests to *ABS Technologies*. You further agree that *ABS Technologies* will be able to use your name in marketing collateral and make reference to **You** on the *ABS Technologies* Website and any other publication written by *ABS Technologies*.

TERMINATION

This Agreement will begin upon acceptance of your application by *ABS Technologies* who reserves the right to accept or reject at its own discretion. Either party may terminate this Agreement at any time by giving the other party a 7-day advance written notice of termination. In case of termination your **Referrals** will be able to continue to use the *ABS Technologies* Service(s).

MODIFICATION

ABS Technologies may modify any of the terms and conditions contained in this Agreement at any time and at the sole discretion of *ABS Technologies*, by posting a change notice on the *ABS Technologies* Website at <http://www.absTechnologies.net>.

If any modification is unacceptable to **You**, the only recourse will be to terminate this Agreement. Your continued participation in the **Program** shall constitute acceptance of the changes hereafter.

RELATIONSHIP OF PARTIES

You shall remain at all times as an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between the parties. **You** will have no authority to make or accept any offers or to make any representations on *ABS Technologies* behalf without prior written approval from *ABS Technologies*. **You** will not make any statement, whether on your Website or otherwise, that reasonably would contradict anything in this Agreement.

LIMITED LIABILITY

ABS Technologies' maximum liability towards **You** or any other third party, including your **Referrals** direct or indirect, special, incidental or consequential damages or loss, including, but without limitation to, loss of revenue, loss of profits or loss of data, arising from or in connection with this Agreement or the **Program** or the service shall be ten (\$10.00) U.S. dollars.

DISCLAIMERS

ABS Technologies makes no expressed or implied warranties or representations with respect to the **Program** or the service or services sold through the **Program** or the *ABS Technologies* Website (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing or trade usage). In addition, *ABS Technologies* makes no representation that the operation of its services will be uninterrupted or error free for which *ABS Technologies* will not be liable for the consequences of any interruptions or errors.

MISCELLANEOUS

You may not assign this Agreement without *ABS Technologies* prior written consent. Subject to that restriction, this Agreement will be binding to the benefit of, and be enforceable against the parties and their respective successors and assignments. *ABS Technologies*' failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of any of its rights to subsequently enforce such

provision or any other provision of this Agreement. In its entirety, this Agreement constitutes all terms, conditions, provisions and understanding among the parties regarding the subject matter mentioned within said Agreement and supersedes and replaces all prior written or oral agreements or representations made among the parties. All notices required to be given under this Agreement, shall be in writing or via electronic mail and addressed as set forth in the **Program** application. This Agreement is governed according to the laws of Massachusetts.

Referrer - Print Name

Referrer - Signature

Date (MM/DD/YYYY)

Mailing Address: ABS Technologies, c/o Cash Referral Program, 50 South Street, Taunton, MA 02780