



Referral Partner Agreement

This Referral Partner Agreement is effective as of _____ (the "Agreement") by and between **34 Solutions, LLC**, a Nevada limited liability company (herein referred to as "34 SOLUTIONS" dba 34 Commerce) and _____, a _____ Corporation, to act as Referral Partner, (herein referred to as "RP").

WHEREAS, 34 SOLUTIONS desires to appoint RP as a nonexclusive referral and source of referrals for 34 SOLUTIONS' products or services that are used in connection with the e-commerce product branded as the "Smart Store™" technology, owned by Cinsay, Inc., a Nevada corporation ("Cinsay") (the "34 SOLUTIONS Services"); and

WHEREAS, RP will be compensated by commission based upon a percentage of gross revenue generated by 34 SOLUTIONS from customers referred to 34 SOLUTIONS by RP.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Appointments & Status:** 34 SOLUTIONS hereby grants RP the right, on a nonexclusive, non-transferrable basis, to identify potential business prospects interested in the use of the 34 SOLUTIONS Services (each a "Referral", and collectively termed as "Referrals"). During the term of this Agreement, RP shall not refer or recommend business services that are in competition with the 34 SOLUTIONS Services. After directing such referrals to 34 SOLUTIONS, if such Referrals are subsequently declined by 34 SOLUTIONS, RP may thereafter refer or recommend business services that are in competition with the 34 SOLUTIONS Services. It is agreed further that RP shall have no continuing role or participation in the negotiations or relationship between Referrals and 34 SOLUTIONS (apart from any rights granted under Sections 2 and 3); RP is not now, nor shall it ever be, an agent of 34 SOLUTIONS for such specific Referrals; and that RP specifically will not represent itself as an agent of 34 SOLUTIONS; provided, however, that RP may refer to itself as an independent referral source or business development contractor for 34 SOLUTIONS. It is understood that RP is acting as a source of Referrals only and shall have no authority to enter into any commitments or to negotiate the terms of any agreements on behalf of 34 SOLUTIONS. 34 SOLUTIONS shall not carry worker's compensation insurance, health insurance, pay social security, unemployment insurance, retirement benefits, or withhold federal or state taxes for RP or RP's employees, if any. As an independent contractor, RP is responsible for and agrees to report and pay all taxes, social security, unemployment insurance, and workman's compensation on any income received under this Agreement and RP is responsible for any and all insurance covering RP and RP's employees, if any.

2. **Compensation:** If a Referral is converted to a user of the 34 SOLUTIONS Services (herein referred to as a "Customer"), RP shall be entitled to receive on a monthly basis _____ (____%) of revenue (net only of all applicable fees paid to Cinsay) generated from use of the 34 SOLUTIONS Services ("Revenue") on the account of all applicable Customers (the "Commission"). The Commission shall be paid to RP on or before the fifteenth (15th) day of each month immediately following the month in which the Revenue was collected from the applicable Customers. Any subsequent valid chargebacks by Customers on which Commission were previously paid to RP by 34 SOLUTIONS shall be offset from any Commissions due to RP in the next payment period, along with a written statement showing any valid chargebacks by Customers. 34 SOLUTIONS may withhold payment of any amounts due and payable under this Agreement which are subject to a bona fide

claim or dispute with RP, written notice of which claim or dispute has been provided to RP, whether relating to RP's breach of this Agreement or otherwise. Any amounts not in dispute shall be paid in a timely manner as provided in this Section.

3. Sale Event: In the event of a change-in-control of greater than 50% of the membership interest of 34 SOLUTIONS or sale of substantially all of the assets of 34 SOLUTIONS ("Sale"), RP will be entitled to some portion of the proceeds from the Sale, which the parties intend to represent the fair value of RP's contribution to the business of 34 SOLUTIONS (the "RP Sale Proceeds"), unless (a) the parties fail to agree, in good faith, to the terms, conditions, and amount of RP Sale Proceeds or (b) RP elects to continue its business under the terms and conditions of this Agreement, in either of which case, RP will not be entitled to receive RP Sale Proceeds. The terms, conditions, and amount of RP Sale Proceeds are not yet determined and must be negotiated by RP and 34 SOLUTIONS. Such negotiation may occur at any time. If the parties cannot agree in good faith within five (5) business days of the preliminary offer made by 34 SOLUTIONS with respect to the terms, conditions, and amount of RP Sale Proceeds, then RP will continue its business under the terms and conditions of this Agreement. Any agreed-upon payment of RP Sale Proceeds by 34 SOLUTIONS to RP shall be contingent upon consummation of the Sale. 34 SOLUTIONS shall distribute the RP Sale Proceeds to RP following the consummation of the Sale in the form of cash or cash equivalent, which shall be determined at the sole option of 34 SOLUTIONS. As part of the Sale, 34 SOLUTIONS shall arrange for an independent third-party to receive the Sale proceeds with instructions for such agreed-upon payment of the RP Sale Proceeds to be made to RP upon consummation of the Sale.

4. Payment Processing: 34 SOLUTIONS will process payments placed by Customers referred by RP. 34 SOLUTIONS reserves the right to reject orders that do not comply with any requirements that have been established by 34 SOLUTIONS or 34 SOLUTIONS' affiliates with respect to the use of the 34 SOLUTIONS Services. 34 SOLUTIONS will oversee all aspects of order processing. 34 SOLUTIONS will track sales and will include with each monthly Commission payment to RP a written report summarizing in reasonable detail the sales activity and related Revenue from applicable Customers and the calculation of the monthly Commission payment. All Commissions shall be considered paid in full by 34 SOLUTIONS to RP unless RP disputes the accuracy of the amount paid within 30 days of receipt of such payment. Should there be any discrepancy in calculations, 34 SOLUTIONS shall have thirty (30) days to review and correct any situation if there has been any error in payment. RP shall have the right to audit 34 SOLUTIONS' records with respect to the Commission payments and any chargebacks under this Agreement (a) upon prior written notice to 34 SOLUTIONS, (b) during customary business hours, and (c) at RP's sole expense.

5. Non-Qualified Orders & Acceptance and Cancellation: Payments refunded at the request of Customers, or orders charged-back due to cancellation or suspension of a Customer shall not qualify for compensation under Section 2.

(a) No orders placed from any Referrals shall create a binding obligation to pay any Commission to RP until such orders are accepted by 34 SOLUTIONS. 34 SOLUTIONS reserves the right, in its sole discretion, to accept Referral orders or to decline orders that do not comply with requirements that have been established by 34 SOLUTIONS; provided, however, that with respect to Referral orders that are declined, RP shall be notified in writing of the decline of such Referral(s) and the reasons therefore, and RP shall then have 30 days to communicate with such Referral(s) to address the reason(s) for such decline and to resubmit an order to 34 SOLUTIONS on behalf of such Referral(s).

(b) 34 SOLUTIONS reserves the right, in its sole discretion, to cancel or suspend any order, in whole or in part, any time after acceptance by 34 SOLUTIONS for good cause. Subsequent to such cancellation or suspension, 34 SOLUTIONS shall be obligated to pay Commissions or any other remuneration to RP in connection with such account until the date of the terminated account.

6. Termination of Customers: 34 SOLUTIONS shall pay applicable Commissions to RP for the term of this Agreement. 34 SOLUTIONS, from time to time, may maintain or terminate any Customer brought to it by RP at the sole discretion of 34 SOLUTIONS. In the event of a termination of a Customer, RP will be compensated in accordance with Section 2, with such Commission prorated to account for uncollectible

Revenue as consequence of termination of the Customer. In the event that during the term of this Agreement 34 Solutions terminates any Customer which has been generated under this Agreement, 34 SOLUTIONS agrees not to enter any other agreement or arrangement with such a terminated Customer relating to any 34 SOLUTIONS Services for a period of (a) twenty four (24) months after such termination, or (b) the remaining term of this Agreement, whichever is longer.

7. Term: The initial term of this Agreement shall be five (5) years. The initial term shall begin on the date of signing and, upon expiration of the initial term, shall automatically renew for an additional five (5) year term unless otherwise terminated in accordance with Section 8.

8. Termination:

(a) Either 34 SOLUTIONS or RP may terminate this Agreement by providing the other party with written notice of termination in the event of a material breach of this Agreement by such other party, which shall be identified by written notice specifying the material breach, and which shall become effective at the end of thirty (30) days after the breaching party's receipt of such written notice of termination unless such other party has cured such material breach by the end of the thirty (30) day period.

(b) Either 34 SOLUTIONS or RP may terminate this Agreement at the end of the initial five (5) year term or at the end of any subsequent renewal term by written notice of termination to the other party received by the other party at least thirty (30) days before the end of the initial period or any renewal term.

(c) 34 SOLUTIONS shall have the absolute right to terminate this Agreement with cause upon at least thirty (30) days written notice to RP. For the purposes of this Agreement, "cause" occurs when 34 SOLUTIONS believes, in good faith, that RP has: (i) committed any criminal act under federal, state or local law, whether such act would be a felony or a misdemeanor; (ii) violates any applicable local, state, or federal law (iii) breached any provision of this Agreement, including, but not limited to by acting dishonestly or negligently regarding his performance hereunder; (iv) failed to perform its duties under this Agreement; (v) taken action, whether intentionally or not, or failed to act where such action/inaction has the effect of undermining or harming 34 SOLUTIONS, its business, its reputation, or its customers/clients/employees; and (vi) failed to comply with any reasonable oral or written request or directive of 34 SOLUTIONS.

(d) Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated or expires for whatever reason, 34 SOLUTIONS shall be obligated to continue to pay applicable Commissions to RP for no longer than thirty-six (36) months.

9. Limitation of Liability & Indemnity:

(a) Each party agrees to indemnify, defend, and hold harmless the other party, its employees, independent contractors, officers, directors, members, managers, owners or partners from and against any loss, liability, damage, penalty or expense (including reasonable attorneys' fees and cost of defense) they may suffer or incur as a result of (i) a material breach of the terms of this Agreement by a party hereto; (ii) any warranty or representation made by such party to the other party being materially false or misleading; (iii) any materially false representation or warranty made by a party to this Agreement in connection with the subject matter hereto to any third person, or (iv) negligent act or other culpable omission of a party hereto relating to the subject matter hereof.

(b) Each party shall promptly notify in writing the other of any claim or threat of claim of which such party becomes aware and that may give rise to a request for indemnification under this Agreement.

(c) In no event shall the liability of either 34 SOLUTIONS or RP arising under this Section exceed the amount of Commissions paid or owed to RP by 34 SOLUTIONS under this Agreement. Each party further agrees that in no event shall the other party's liability extend to include incidental, consequential, or punitive damages.

18. Marketing & Press Release Provisions: RP may execute a press release stating the new relationship with 34 SOLUTIONS upon executing this Agreement. Prior to publication, press releases from RP must be reviewed and approved by 34 SOLUTIONS, which approval shall not be unreasonably withheld or delayed. 34 SOLUTIONS may execute a press release stating the new relationship with RP upon executing this Agreement. Prior to publication, press releases from 34 SOLUTIONS must be reviewed and approved by RP which approval shall not be unreasonably withheld or delayed.

19. Compliance with Laws: The parties to this Agreement shall at all times comply with all applicable statutes, laws, ordinances, regulations, rules, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any applicable governmental authority.

20. Confidential Information: As a result of the relationship created between 34 SOLUTIONS and RP by this Agreement, the parties acknowledge that they will each become privy to the other party's secret or confidential information concerning trade secrets, business, products, technical data, activities, processes, technology, customers, suppliers, contracts, finances, personnel, research, plans, business strategies and plans, policies, inventions, or other intellectual property (collectively, the "Confidential Information"). Each party ("Receiving Party") hereto which receives Confidential Information from the other party ("Disclosing Party") agrees that it shall not, directly or indirectly, at any time either during the continuation of or following termination of this Agreement disclose or use the Confidential Information: (i) other than for the purpose of fulfilling its obligations to the Disclosing Party under this Agreement; (ii) except to the extent required by applicable law; and (iii) except where the Confidential Information has become publicly available through no fault of the Receiving Party. Receiving Party shall return all such Confidential Information and all copies or recordings of the same to Disclosing Party immediately upon the request of Disclosing Party or the termination of this Agreement. The provisions of this Section 20 shall survive and remain in full force and effect following the termination of this Agreement. The parties acknowledge and agree that remedies at law for any actual or threatened breach by either party of the terms, conditions, and/or covenants contained in this Agreement would be inadequate and that the complaining party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other appropriate remedies available to the complaining party at law or in equity.

21. Non-Circumvention. 34 SOLUTIONS shall not at any time prior to the expiration of two (2) years after the termination or expiration of this Agreement, without the prior written consent of RP, which consent may be withheld in RP's sole discretion, attempt in any manner to contact or deal directly or indirectly with any Referrals, or any affiliate, person, representative of such Referrals, except that 34 SOLUTIONS may deal with such Referrals for sole purpose of converting such Referral to a Customer under the terms of this Agreement, and thereafter continue to work with such Customer in connection with providing the 34 SOLUTIONS Services as provided hereunder. Furthermore, neither 34 SOLUTIONS nor any affiliated person or entity shall attempt to enter into any agreement, arrangement or any other type of business relationship with any Referrals that are declined, or with any Customers that are terminated, prior to the expiration of two (2) years after the termination or expiration of this Agreement. Moreover, RP shall not at any time prior to the expiration of two (2) years after the termination or expiration of this Agreement, without the prior written consent of 34 SOLUTIONS, which consent may be withheld in 34 SOLUTIONS' sole discretion, attempt in any manner to contact or deal directly or indirectly with Cinsay or any affiliate, person, representative of Cinsay.

22. Independent Contractors. The parties hereto agree that they are independent contractors of each other, and nothing contained in this Agreement will be construed as creating or implying the existence of a partnership, joint venture, employment, or other similar relationship among the parties. The employees and agents of each party hereto are not, and shall not be deemed, employees or agents of the other party hereto. The employees and agents of each party hereto shall have no right or authority whatsoever to incur any liability or obligation on behalf of or binding upon the other party hereto, or to make representations, statements or guarantees on behalf of or binding upon the other party hereto.

23. Sublicense

a. Each of the following terms has the following meaning assigned to it:

aa. "Cinsay Trademark" means solely the trademarks set forth on Exhibit A hereof.

bb. "Cinsay Material" means solely any marketing, promotional, and other material related to the Cinsay Product that 34 SOLUTIONS delivers to RP for use in connection with the promotion of the Cinsay Product.

cc. "Cinsay Product" means the Smart Store™ technology software product, currently offered by Cinsay for license as separate copies or store applications that can be loaded with audio-visual data and content (each such copy or store application, the "Cinsay Product Store") in product plans or packages (at different fees) with different levels of service (each, a "Product Package").

b. As long as, and only to the extent if, RP provides Referrals to 34 SOLUTIONS under the term of this Agreement, 34 SOLUTIONS hereby grants RP a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable sublicense to use the Cinsay Trademarks and Cinsay Materials (as defined below) solely in the [Territory] solely to the extent necessary as well as reasonable to promote and market the Cinsay Product(s) to [Clients] for the purpose of RP's Referral Services in the Territory in accordance with the terms and conditions of this Section 23, all solely under the license granted by Cinsay to 34 SOLUTIONS (the "License") if and to the extent and for the time that the License is in effect and grants 34 SOLUTIONS the right to grant the sublicense hereunder. No other right to use or utilize any Licensed Trademark or any Licensed Material, including, without limitation, any right to use any Licensed Trademark or Licensed Material for promotional or advertising purposes outside the [Territory], respectively, or for any purpose other than as set forth in the preceding clause of this Section 23(b), is granted, or shall be deemed to be granted, to RP. The sublicense and rights to RP under this Section 23(b) shall terminate upon the termination of this Agreement or upon the termination, expiration, or cancellation of the License for any reason, whichever is earlier (the "Term") in which case the sublicense and rights under this Section 23(b) shall terminate and end automatically, without need for any notice or other action, and RP shall no longer have any rights related to any Cinsay Trademarks, Cinsay Materials, or the promotion of the Cinsay Product.

c. All use of the Cinsay Trademarks shall comply with any trademark usage guidelines that Cinsay may provide to 34 SOLUTIONS from time to time and the provisions of this Section 23. RP hereby expressly agrees to all provisions of this Section 23, and 34 SOLUTIONS and RP agree that Cinsay is an intended third party beneficiary under this Section 23 and may directly enforce any term herein against RP, without limiting any right or remedy of Cinsay against 34 SOLUTIONS, which shall co-exist with the rights hereunder.

d. The Cinsay Product(s) shall be promoted and marketed to reflect the terms, conditions, specifications, and quality standards and requirements of Cinsay for the Cinsay Product(s). RP shall not use any Cinsay Trademark on or in connection with any [Referral Services] that does not comply with or meet such terms, conditions, specifications, and quality standards and requirements or the terms of this Agreement. RP may not use any Cinsay Trademark in any way such that it is used as, or appears to be, conjoined with any other mark or name. RP shall not assert ownership or rights to any Cinsay Trademark, or apply for or obtain any registration of any Cinsay Trademark. RP shall use each Cinsay Trademark at all times with such notice (® or TM as applicable) as directed by Cinsay. Any Cinsay Material shall include a notice of Cinsay's copyrights by using the symbol ©, followed by the name of Cinsay (or such other name as identified by Cinsay to 34 SOLUTIONS or RP) and the year identified by Cinsay. RP may not modify, change, alter, cover, or obliterate in any way any such marking or notice. RP shall give written notice to Cinsay of any infringement of any intellectual property rights in or to any Cinsay Trademark or Cinsay Material that comes to RP's attention and shall cooperate reasonably with Cinsay, at Cinsay's reasonable and necessary expense and reasonable request, in preventing and stopping any such infringement, but otherwise shall not to take any action against any such infringer with respect to such infringement.

e. RP shall not assign, transfer, sublicense, or grant the right to sublicense the licenses, or any license or right, granted to RP under this Section 23. RP does not have any license to, and RP shall not: (i) market, promote, offer, or resell any Subscriptions or license to any Cinsay Product; (ii) market or promote any Cinsay Product or any other product or service of Cinsay such that it binds and obligates Cinsay without Cinsay's express prior written approval; (iii) market or promote any Cinsay Product, or use any Cinsay Trademark or any Cinsay Material, except as expressly set forth in this Section 23; or (iv) modify, edit, change, amend, customize, adapt, copy or reproduce, distribute, reverse engineer, decompile, disassemble, or create derivative works or derivations from any Cinsay Product, Cinsay Trademark, Cinsay Material, or other Cinsay Property (as defined below), or any part thereof.

f. Cinsay solely owns, and shall continue to solely own, all rights, title and interest in and to all of the Cinsay Product, each Product Package, each Cinsay Product Store, any services of Cinsay, all property used, provided, or made available or accessible by Cinsay or in or as part of any Cinsay Product, any Product Package, any Cinsay Product Store, any services of Cinsay, the Cinsay Trademarks, any Cinsay Material, or otherwise, and any and all property therein or thereof or created, conceived, developed, designed, authored, generated, invented, or discovered by or for Cinsay, alone or with another or others, and all improvements, derivative works, modifications, adaptations, translations, transliterations, and derivations of any of the foregoing created, conceived, developed, designed, authored, generated, invented, or discovered by whomever, and all patents, patent applications, patent rights, trade secrets, trade secret rights, copyrights, design-based rights, trademark, service mark, trade name, trade dress, domain name, and other mark and name rights and good will, and other intellectual, industrial, and proprietary rights of any kind, existing wherever or under whatever law, in and to and related to and covering any of the foregoing (collectively, "Cinsay Property") or related to same. All uses of the Cinsay Trademarks shall inure solely to the benefit of, and all goodwill generated by any use of the Cinsay Trademarks shall be solely owned by, Cinsay. No right or license is or shall be deemed to be granted, expressly or implicitly: (i) in or to any Cinsay Product, Cinsay Trademark, Cinsay Material, or other Cinsay Property, or any intellectual property rights therein or thereto, except solely for the sublicense to use the Cinsay Trademarks and Cinsay Material expressly granted in Section 23(b) during the Term; (ii) to or under any technology, work, patents, know-how, trade secrets, copyrights, marks, names, or other intellectual property rights (other than solely Cinsay's intellectual property rights in the Cinsay Trademarks and the Cinsay Material under the license expressly granted to RP in Section 23(b) during the Term); and/or (iii) to anybody other than RP or other than during the Term. Cinsay owns, and shall continue to own all, and neither 34 SOLUTIONS nor RP nor any third party receives any, rights, title, interest, license (other than the express License and the express sublicense to RP under Section 23(b) during the Term), or encumbrance in or to or regarding any Cinsay Trademark, Cinsay Material, and other Cinsay Property, and all other technology, intellectual property, and intellectual property rights of Cinsay, whether expressly or implicitly. If RP, any Affiliate of RP, or any employee or contractor of RP owns or acquires any rights, title or interest in or to any Cinsay Property in connection with this Agreement, RP agrees to assign and hereby assigns, and agrees to cause such Affiliate, employee and contractor to assign, such rights, title, and interest to Cinsay, without requirement of payment or value by Cinsay. RP shall, and shall cause such Affiliate, employee, and contractor to, execute any document or take any reasonable action as requested by Cinsay to effect any such assignment. In the event that any Cinsay Product, any Product Package, and/or any Cinsay Product Store is enjoined or held infringing by any court of competent jurisdiction, or if Cinsay believes that any Cinsay Product, any Product Package, and/or any Cinsay Product Store is or may be infringing or violate a third party's rights, Cinsay may, in its sole option and at its sole cost and expense, either (i) procure the necessary rights to continue granting rights to access and use any Cinsay Product, any Product Package, and/or any Cinsay Product Store, or (ii) modify or replace the Cinsay Product(s), any Product Package, and/or any Cinsay Product Store so as to not so infringe, or (iii) if none of the foregoing is commercially reasonable, terminate all Subscriptions therefor and/or, by written notice of termination to RP, this Agreement. The provision of this Section 23(f) shall survive the Term and any termination, expiration, or cancellation of the License, the sublicense in Section 23(b), this Agreement, or the agreement between Cinsay and 34 SOLUTIONS.

24. Survival. The following provisions of this Agreement shall survive after termination or expiration of this Agreement in accordance with the terms of such provisions: 8(d), 9, 17, 20 and 21.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

34 SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

[RP]

By: _____
Name: _____
Title: _____

Exhibit A

Cinsay Marks

The “Cinsay Marks” shall be comprised of the following marks of Cinsay if, after, and to the extent that Cinsay has trademark rights therein in a given country or territory:

