AGREEMENT FOR REFERRAL SERVICES

This Referral Agreement (the "Agreement") is entered into as of the "Effective Date" (see following page), by and between _____ ("Affiliate"), and AllClients, LLC, a California corporation ("AllClients") (collectively, the "Parties").

WHEREAS, AllClient's website is located at www.AllClients.com; and

WHEREAS, Affiliate's website is located at www._____(the "Site"); and

WHEREAS, this Agreement includes and incorporates the following exhibits:
Exhibit A ("Terms and Conditions"); and Exhibit B ("Revenue Sharing Agreement").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. RESPONSIBILITIES OF AFFILIATE.

1.1   Affiliate will advertise the AllClients.com product on its site and/or other media outlets. Affiliate will link its site to areas within AllClient's site using special URLs supplied by AllClients.

1.2   Affiliate agrees not to make any representations, warranties or other statements concerning AllClients.com, AllClient's site, any of AllClient's products or services, or AllClients.com site policies, except as expressly authorized herein.

2. TERM.

2.1   Subject to Section 5 of the Terms and Conditions, the term of the Agreement shall be for 2 years from Effective Date ("Term"), and can be renewed annually upon mutual agreement. This Agreement may be terminated by either party at any time provided five (5) days prior written notice is submitted by the party terminating the Agreement.

3. REPORTING.

3.1   Within thirty (30) days after the end of each month during the Term, AllClients will provide to Affiliate standard reports which include all information necessary to compute revenue owed to Affiliate, as defined in Exhibit B to this Agreement. AllClients will deliver these reports to Affiliate in a form and via a distribution method mutually agreeable to both Parties.

3.2   Payment. Within thirty (30) days after the end of each calendar month, AllClients will send to Affiliate payment for the appropriate revenue share amount as set forth in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[AFFILIATE]   AllClients

By: _____   By: _____

Name: _____   Name: **Jeff Shamus**

Title: _____   Title: **CEO and Co-Founder**

Address: _____   Address: **AllClients LLC**
                                                                       8911 Lakewood Dr. Ste 29
                                                                       Windsor, CA 95492

Effective Date: _____

EXHIBIT A

TERMS AND CONDITIONS

The following terms and conditions are deemed incorporated into and part of the Referral Agreement between Affiliate and AllClients to which these Standard Terms and Conditions are attached.

1. DEFINITIONS.

1.1   Confidential Information.

"Confidential Information" is defined in Section 11 of the Terms and Conditions.

1.2   Hypertext Link.

"Hypertext Link" means a URL (or an icon, logo, highlighted or colored text, figure or image representing a URL or script) on which a user may point and click, or otherwise send a command to accept another website.

1.3   Intellectual Property.

"Intellectual Property" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all laws pertaining to other proprietary rights, and any and all applications renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

1.4   AllClients.com Content.

"AllClients.com Content" means content normally available through the AllClients.com Site and any and all Intellectual Property contained therein.

1.5   AllClients.com Marks.

"AllClients.com Marks" means the trademarks, servicemarks, and tradenames owned or claimed by AllClients.

1.6   Referred Visitor.

"Referred Visitor" means a web user or Affiliate customer who followed a link directly from the Site to the AllClients.com Site and whose visit to the AllClients.com Site was recorded in the tracking processes of the AllClients.com site in sufficient detail to enable tracking for revenue sharing purposes. "Referred" and "Referral" shall have related meanings. (Note: it is recognized that the referred visitor may thwart AllClients.com Site tracking by various options and actions advertently or inadvertently set in place by the referred visitor. Upon reasonable evidence that the visitor was referred by Affiliate, Affiliate will get full credit for said visitor.)

2. LICENSES.

2.1   Trademark License.

During the Term, AllClients hereby grants to Affiliate a worldwide, non-exclusive, royalty-free license to use AllClients.com Marks on the Site, only to advertise and promote AllClients.com and any associated advertising inventory, and to fulfill any promotional obligations specified herein. Affiliate's usage of any materials containing AllClients.com Marks will be subject to AllClient's final written approval.

2.2   Trademark Restrictions.

Title to AllClients.com Marks shall remain with AllClients. Affiliate will use AllClients.com Marks exactly in the form provided and in conformance with any AllClients.com usage policies, and use limitations set forth herein. Affiliate shall not use AllClients.com Marks in combination with any other trademark without the prior written consent of AllClients.

2.3   Ownership.

Affiliate shall retain all right, title and interest, including, but not limited to, all intellectual property rights, in and to its own Intellectual Property. Nothing contained herein shall constitute a grant to AllClients of any right, title or interest in or to the Affiliate Intellectual Property. AllClients shall not use Affiliate's name or trademarks without the express written permission of Affiliate. AllClients and its licensors shall retain all right, title and interest, including, but not limited to, all of AllClient's Intellectual Property, and to the AllClients.com Content. Except as expressly granted in this Section 2, Affiliate receives no right, title or interest in or to the AllClients.com Content or any other property owned by AllClients or provided to Affiliate by AllClients.

3. QUALITY CONTROL.

3.1   AllClients will have reasonable discretion to determine that the Site contains material that infringes the intellectual property rights of a third party, is obscene, defamatory, objectionable or offensive to actual or potential users of the Site or potential customers of AllClients, or otherwise gives rise, or may give rise, to civil or criminal liability (collectively, "Offensive Material"). The parties' discretion in making such a determination about the presence of Offensive Material may be informed by, among other things, a complaint from a third party. If AllClients determines that the Site contains Offensive Material, Affiliate shall immediately act to remedy the offensive material in a mutually agreeable manner.

3.2   Affiliate shall not:

(A) Use AllClients.com Marks in any manner that would be offensive to good taste or would injure the reputation of the AllClients and/or of AllClients.com Marks;

(B) Use the AllClients.com Marks in connection with any other goods or services, except as permitted hereunder; or

(C) Register in any country any trademark similar to the AllClients.com Marks. If Affiliate obtains or makes any such registration or application, such registration or application shall be deemed to be for the benefit of and owned exclusively by AllClients, and Affiliate shall do all acts and things necessary to effectuate AllClient's rights therein, including, without limitation, immediately assigning any such registrations and applications to AllClients.

3.3   At no time shall Affiliate challenge or contest the validity, ownership, title or registration of AllClients.com in or to any or all of the AllClients.com Marks, or any of AllClient's rights in or to any or all of its Intellectual Property. Upon AllClient's request, Affiliate shall execute all documents as AllClients may request so as to ensure that all right, title and interest in and to the AllClients.com Marks or any of its Intellectual Property shall reside with AllClients, subject to this License.

3.4   Affiliate agrees that any good will that accrues by or through Affiliate use of the License shall be AllClient's sole and exclusive property, and shall not in any way accrue to Affiliate. All trademark or other intellectual property rights in and to AllClient's Intellectual Property and License inure to the benefit of AllClients. Affiliate shall not take any action, whether during the Term or thereafter, to assert any claim in or to any such good will. During the Term and thereafter, Affiliate shall not commit any act or omission that may have the effect of jeopardizing any good will connected with AllClient's Intellectual Property or the License.

4. REMEDY FOR UNAUTHORIZED USE OF MARKS.

Affiliate acknowledges that AllClients has no adequate remedy under this Agreement or at law in the event that Affiliate were to use the AllClients.com Marks in a manner not authorized by this Agreement, and that AllClients would, in such circumstances, be entitled to injunctive or other equitable relief, including interlocutory and preliminary injunctive relief. Affiliate also acknowledges that AllClient's rights and remedies under this Agreement and under the law are intended to be cumulative, and not mutually exclusive.

5. TERMINATION.

Upon expiration or termination of this Agreement, each party shall immediately discontinue the use of the other's trademarks, content and other Intellectual Property, and Confidential Information as may have been provided hereunder, and all licenses granted hereunder shall terminate unless such licenses are expressly stated as surviving. Within fifteen (15) days of the termination or expiration of this Agreement, each party shall return to the other party their respective Confidential Information or destroy the same. In the event of such destruction, the destroying party shall provide written confirmation of such destruction to the other party within thirty (30) days of such destruction. The parties' obligations hereunder shall survive any expiration or termination of this Agreement.

6. USER DATA.

Neither AllClients nor Affiliate will sell, disclose, transfer or rent any demographic information (including, but not limited to, name, email address, mailing address, telephone number, and/or any other identifying information collected) submitted by Referred Visitors ("Individual Data") to any third party.

7. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants to the other party that: (i) such party has the full corporate right, power and authority to enter into this Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; (iv) such party's Intellectual Property and any other materials provided by one party to the other party pursuant to this Agreement, does not and will not infringe on any copyright, trademark, patent or any other third party right or violate any applicable law or regulation; and (v) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

8. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR CLAIMS AND LIABILITIES ARISING FROM THE INDEMNIFICATION OBLIGATIONS OF SECTION 10.

9. DISCLAIMER OF WARRANTIES.

EXCEPT AS PROVIDED FOR HEREIN, EACH PARTY PROVIDES ALL MATERIALS AND SERVICES TO THE OTHER PARTY "AS IS." EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

10. INDEMNITY.

10.1 Affiliate shall indemnify, save and hold harmless AllClients, its successors, licensees and assigns, and the officers, directors, employees and agents of all of the foregoing, from and against any and all claims, demands, suits, losses, costs, expenses (including without limitation reasonable attorneys' fees), damages or recoveries (including without limitation any amount paid in settlement) suffered, made, incurred or assumed by AllClients or its successors, licensees and assigns by reason of the breach or alleged breach of any term or condition of this Agreement, or any warranty, understanding, representation, agreement or certification made or entered into herein or hereunder by Affiliate.

10.2 AllClients shall indemnify, save and hold Affiliate harmless from and against any and all claims, demands, suits, losses, costs, expenses (including, without limitation, reasonable attorney's fees), damages or recoveries (including, without limitation, any amount paid in settlement) suffered, made, incurred or assumed by Affiliate in connection with any breach by AllClients of any warranty or representation made by AllClients hereunder.

11. CONFIDENTIAL INFORMATION.

Neither party shall disclose information designated as confidential or proprietary by the other or which otherwise ought reasonably be considered as confidential and proprietary, including, without limitation, certain creative, business, technology, research, customer, pricing and/or other information related to the party seeking to protect such information ("Confidential Information"). Each party shall hold the other party's Confidential Information in confide and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement and shall take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. This definition of Confidential Information shall not apply to information which (a) is already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) is lawfully received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure shall not apply to Confidential Information

which is required to be disclosed by a court or government agency.

12. GENERAL.

12.1   Governing Law.

This Agreement will be governed and construed in accordance with the laws of the State of California.

12.2   Publicity.

Any public announcement relating to this Agreement will be subject to the parties' mutual approval, which will not be unreasonably withheld or delayed.

12.3   Assignment.

This agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided, however, that no consent shall be required to an assignment of this Agreement in connection with a merger, consolidation, or sale of substantially all of the assets of such party.

12.4   Severability.

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

12.5   Notice.

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth below or such other address as that party may specify in writing pursuant to this Section.

12.6   Entire Agreement Waiver.

This Agreement sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. This Agreement may be changed only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.7   Attorney Fees.

In the event of any action, suit, or proceeding arising from or based upon this agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding.

EXHIBIT B

REVENUE SHARING AGREEMENT

For as long as the Agreement is in place, Affiliate's customers will receive a $2 discount off of the regular price plus Affiliate will be paid $4 or 18.2% of the monthly paid subscription price, whichever is lower, per New Subscriber that results from a Referral generated as a result of a click-through from Affiliate, or other Referrals trackable and attributable to Affiliate.

As used herein, "New Subscriber" shall mean the actual new and paid subscriber to AllClients.com.

For purposes of this Agreement, AllClients will count the number of paid referred subscribers on the last day of the month, and issue a check to Affiliate within 30 days. AllClients will pay Affiliate when the monthly Revenue Share amount equals $100 or more. Monthly amounts under $100 will accrue until the amount reaches $100.