

REFERRAL AGREEMENT for iDoGifts

This Referral Agreement (the "Agreement") is made and

entered into between _____ (hereafter referred to as "Partner"), and iDoGifts.com (hereafter referred to as "Company").

In consideration of the covenants and conditions hereinafter set forth, Company and Partner agree as follows:

1. SERVICES

Partner shall perform the following services for the Company:

- a. Referral of new registrants for the wedding registry business of iDoGifts.com

Partner may from time to time refer business to Company. Partner will not negotiate on behalf of a Third Party for services that Company will provide.

2. PAYMENT FOR SERVICES.

Company will pay Partner a royalty of \$50 per new referred registry if Gross Fulfilled Volume per new referred registry by Partner is equal or greater than \$500.

"Gross Fulfilled Volume" means gross revenues from transactions per registry, less fees to registry contributors assessed for Sales Taxes and Shipping Costs.

Company agrees to maintain records of all Partner referrals and resulting sales, and will prepare regular reports to reflect this information. On a monthly basis, Company shall prepare a summary of all Customer registrations and net revenues. This summary along with payment to Partner of the accumulated payments from Customer sales, will be made within fifteen (15) days after the company's receipt of payment.

3. TERM

This Agreement shall commence on _____ and shall remain in place unless otherwise modified or terminated in writing. The Company may terminate the use of Partner's services at any time without cause and without further obligation to Partner except for payment due for services prior to date of such termination.

4. INDEMNITY

Partner agrees to indemnify, defend, and hold the Company and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Partner.

5. RELATIONSHIP OF PARTIES

Partner is an independent Partner of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Company's sole discretion to terminate this Agreement at any time without cause. Partner further agrees to be responsible for all of Partner's federal and state taxes, withholding, social security, insurance, and other benefits. Partner shall upon request provide the Company with satisfactory proof of independent Partner status.

8. OTHER ACTIVITIES

Partner is free to engage in other independent contracting activities, provided that Partner does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof. Partner agrees not to induce or attempt to influence, directly or indirectly, any employee at the Company to terminate his/her employment and work for Partner or any other person.

9. MISCELLANEOUS

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Attorneys' Fees: Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Partner's relationship with the Company, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

Governing Law: This Agreement will be governed and interpreted according to the laws of the State of California without reference to principles of conflicts of laws. Each party hereto expressly consents to the personal and exclusive jurisdiction of the state and federal courts located in San Francisco, California.

10. Entire Agreement

This Agreement and the Exhibits hereto constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

iDoGifts.com

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____