



SALES REFERRAL AGREEMENT

THIS SALES REFERRAL AGREEMENT (hereinafter "**Agreement**") is made as of _____, 20____ (the "**Effective Date**") by and between SolBid, Inc., a Massachusetts corporation with a principal place of business at 1 Boston Place, Suite 2600, Boston MA 02108.

and _____ a corporation with a principal place of business located at _____ ("**Referral partner**").

Background

WHEREAS, SolBid promotes, markets and sells certain solar energy solutions (the "**Services**");

WHEREAS, Referral Partner has business contacts who could benefit from SolBid services

WHEREAS, SolBid desires to grant to Referral Partner and Referral Partner desires to obtain from SolBid the non-exclusive right to promote, market and refer the Services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SolBid and Referral Partner do hereby agree as follows:

1. The following defined terms shall apply to this Agreement:

- a. "**Order**" means an order for Services submitted to SolBid by a customer that, upon acceptance by SolBid, shall become a binding contract for SolBid to sell and deliver and for a customer to purchase and pay for the Services described in the Order.
- b. "**Prospect**" or "**Referral**" means a specifically identified and qualified prospective customer with operations located in the United States that Referral Partner has a good faith reason to believe shall have a sufficient degree of interest in the Services that an Order shall be generated if commercially reasonable sales efforts are directed at the prospective customer.
- c. "**Approved Prospect**" means Prospect or Referral (or customer as used herein) for which Referral Partner has completed the Customer Referral Form which has been submitted to and approved by SolBid.
- d. "**Paid Invoice**" means an invoice to a Referral, Prospect or Customer that has been paid in full to SolBid and no outstanding charges currently exist.
- e. "**Referral Period**" means ninety (90) days from the date on the approved Customer Referral Form, Exhibit B.

2. Referral Partner shall perform the following during the term of this Agreement:

- a. Prior to undertaking any solicitation efforts of a Prospect relating to the Services, Representative shall submit a Referral Partner Profile Form for approval, Exhibit C, accompanied by this agreement, signed and dated to SolBid at Email: referral@solbid.com and provide such additional information as may be requested by SolBid. If the Prospect does not conflict with other sales efforts underway by SolBid or any of its other resellers or referral organizations, SolBid may, in its sole discretion, approve the Prospect by e-mail to the e-mail address listed on the Referral Partner Profile.
- b. Assist a SolBid representative in scheduling a meeting with the referral at any point within ninety (90) days from submitting the Customer Referral Form.

3. For any paid invoices received pursuant to Orders received by SolBid from the Approved Referral during the Referral Period (regardless of the date of the invoice), SolBid shall pay Referral Partner a commission pursuant to Exhibit A attached hereto. Commissions hereunder shall be due and payable to Representative only for so long as this Agreement is in effect and for a period not to exceed 12 months. SolBid shall mail the commission check to Referral Partner within forty-five (45) days of the date of SolBid's paid invoice receipt to the Approved Referral for the Order(s). Referral Partner agrees that the payment of this commission shall be SolBid's sole financial and legal obligation to Referral Partner hereunder and that no payments shall be made for Orders obtained following the Referral Period, no matter what efforts Referral Partner may have made with respect to such Orders.

Initials _____



4. Referral Partner agrees that Referral Partner is an independent contractor, not SolBid's partner, agent or employee. Referral Partner shall bear its own expenses in connection with this Agreement without any reimbursement by SolBid. Referral Partner understands and agrees that this arrangement is on a non-exclusive basis and that SolBid may engage other parties to assist in its sales efforts with respect to the Services or any other SolBid services as, when and wherever it desires. In no event shall SolBid be liable for incidental, consequential, punitive, indirect or special damages irrespective of the basis of claim. IN NO EVENT SHALL SOLBID BE LIABLE TO REFERRAL PARTNER, CUSTOMERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR LOST DATA, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SOLBID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOLBID'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL AMOUNT OF COMMISSIONS PAID BY SOLBID TO REPRESENTATIVE DURING THE MOST RECENT TWELVE MONTH TERM.
5. All information that SolBid discloses to Referral Partner hereunder ("**SolBid's Confidential Information**") including any information concerning an Approved Prospect shall always be treated as confidential by Referral Partner during the term of this Agreement and thereafter and shall not be disclosed to a third party without SolBid's prior written consent. Referral Partner shall not use any of the SolBid Confidential Information except in the performance of its duties hereunder. All Information provided to Referral Partner shall be returned to SolBid immediately upon request.
6. This Agreement shall be effective as of the Effective Date and shall continue until either party sends the other party written notice of termination. Termination of this Agreement shall be effective immediately. Commissions shall be paid only so long as such customer remains a SOLBID customer and provided this Agreement has not been terminated (for a period not to exceed 12 months). Upon termination of this Agreement by SOLBID for cause, all payment of commissions to Referral Partner shall immediately cease.
7. Both parties agree that any controversy or claim relating to this Agreement, any performance or dealings between the parties or otherwise shall be settled exclusively by arbitration in Massachusetts by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection then in effect and judgment upon the award shall be entered in any court having jurisdiction thereof. The arbitrator shall be chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement. Massachusetts law shall apply to this Agreement, excluding conflicts of law. The prevailing party shall be awarded reasonable attorney's fees, costs and disbursements in addition to any other relief granted.
8. By signing below, the parties agree that this Agreement constitutes the entire agreement between the parties and shall only be modified by a written instrument executed by an authorized officer of both parties.

SOLBID, INC.

Corporation / Representative Name

Signature

Signature

Print Name

Print Name

Print Title

Print Title

Date

Date

Tax I.D.

Partner Number (provided by SolBid)

Initials _____

Exhibit A - Referral Commission Structure

1. Commissions are payable according to the schedule below for referrals submitted by Referral Partner and approved via e-mail by SolBid as outlined in Section 2A.
2. For each Referral that Referral Partner submits who then becomes a SolBid customer, Referral Partner will be eligible to receive a commission according to the schedules below.
3. An approved Referral becomes a customer of SolBid when three things happen: customer signs a Service Order, customer pay's Invoice in Full, and the solar energy system has been installed and put into operation.

Eligible Services
Commercial Rooftop Solar Energy System Sales, Design & Installation

Commission Schedule		
Eligible Service	Description	Commission Amount
Solar Energy Systems Sales	Commissions are based on the size of the project in DC Nameplate per Watt (W) sold.	\$0.05 Per Watt (W)

4. Referral Partner hereby acknowledges and agrees that commissions will not be paid if an approved prospect fails to pay for the company's services, even if under contract.

Example Commission Calculation and Payout		
Case	Referral partner brings in a customer that purchases a 100-kW solar energy system from SolBid	
Calculation 1	$100\text{-kW} * 1,000 =$	100,000-W
Calculation 2	$100,000\text{-w} * \$0.05 =$	\$5,000 Commission

Initials _____



Exhibit-B

Customer Referral Form

FORM TO BE COMPLETED BY REFERRAL PARTNER AND E-MAILED TO SOLBID.

EMAIL: REFERRAL@SOLBID.COM

Company Information			
COMPANY NAME		MAIN PHONE #	
PHYSICAL ADDRESS (LOCATION SITE FOR SOLAR)	CITY	STATE	ZIP
WEBSITE ADDRESS			
Referral Contact Information			
CONTACT NAME		CONTACT TITLE	
CONTACT E-MAIL ADDRESS		DIRECT PHONE #	
Electric Utility Information (BELOW THIS LINE OPTIONAL)			
ELECTRIC UTILITY COMPANY		PAST 12 MONTHS TOTAL USAGE - kWh	
LAST MONTHS USAGE – kWh	LAST MONTHS TOTAL ELECTRIC BILL - \$	DEMAND RATE STRUTURE? (YES/NO)	
*IF YES: Demand Rate Structure			
LAST MONTHS DEMAND - kW		LAST MONTHS DEMAND CHARGE - \$	
Additional Information			
ADD NOTES OR ADDITIONAL INFORMATION HERE			

Please provide a separate sheet for each referral

EMAIL: REFERRAL@SOLBID.COM

Initials _____



Exhibit C

Referral Partner Profile

FORM TO BE COMPLETED BY REFERRAL PARTNER AND E-MAILED TO SOLBID.

EMAIL: REFERRAL@SOLBID.COM

Company Information			
REFERRAL PARTNER COMPANY NAME		MAIN PHONE #	
MAILING ADDRESS	CITY	STATE	ZIP
WEBSITE ADDRESS		TAX-ID / FEIN#	
Main Contact			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
Referring Sales Contact			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
Accounts Payable/Accounts Receivable			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
Information for the Commission Check			
NAME ON CHECK		UNIQUE IDENTIFIER # (IF REQUIRED)	
MAILING ADDRESS FOR CHECK		MAIL ATTENTION TO WHOM / WHAT DEPARTMENT	

Please provide a separate sheet for each referral

EMAIL: REFERRAL@SOLBID.COM

Initials _____