



Ecount Referral Program - At a Glance

If you know of a person or company that you think will benefit from Ecount ERP, you might be eligible to receive a fee for referring them to our program.

For each new subscriber you send our way, as a thank-you, you will receive \$55 USD or one free month to your Ecount subscription.

How It Works

- When you sign up for our Referral Program, you are eligible to receive a referral fee for every new subscriber you send our way.
- You will receive a unique code to provide to your referrals.
- When a referred company signs up for an account, they will enter your unique referral code.
- You will send us an email indicating you referred a new subscriber to our program.
- Once we verify the user has remained a subscriber for three months, we will send you a one-time referral fee or credit your Ecount subscription.

Eligibility

- You must apply to the referral program to be able to claim a referral fee. Please fill out the application and email to askmail@ecounterp.com.
- Once approved, we will send you a unique referral code to supply to the referred companies.
- The company must indicate they received a referral from you with your unique referral code.
- The new subscriber must subscribe for three (3) months before we pay out the referral fee.
- You cannot collect a referral fee for companies we have contacted previously.

Program Terms

- Referral fees will not be applied retroactively.
- Valid for new subscribers only. They cannot have signed up for a product demo or free trial at any point in the past.
- If you are a subscriber of Ecount Inc., you have the option of receiving one free month of service or \$55USD.
- The fee will be sent by PayPal unless you are in country not supported by PayPal.
- We are not responsible for any fees deducted during the payment.



EcounT Referral Program Application

Contact Information

Name: _____

Email: _____

Phone Number: _____

Skype ID: _____

Mobile Number: _____

Address: _____

Company Information

Company Name: _____

Industry: _____

Company Address: _____

Are you applying as an individual or company? Individual Company

Are you an EcounT subscriber? Yes No

Are you a consultant? Yes No

Payment Information

How would you like to receive payment? PayPal EcounT Credit

EcounT Subscription Code: _____

PayPal Account (Email Address): _____

Name on Account: _____

Agreement

By submitting and signing this application, you hereby agree to the Terms and Conditions of the Referral Program and that the information stated above is true.

Signature

Date



TERMS AND CONDITIONS

This Ecount Referral Program Agreement (the "Agreement") sets forth the terms and conditions between the Referrer (the "Partner") and the Ecount Referral Program (the "Program") provided by Ecount Inc. (the "Company"). BY SUBMITTING AN APPLICATION TO THE REFERRAL PROGRAM, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING THE TERMS.

1. Enrollment in the Program. To begin the enrollment process, Partner will complete the Program application and email to askmail@ecounterp.com. Ecount will evaluate Partner's application and notify you of your acceptance or rejection of your application. Ecount may reject your application and reserves the right to terminate this Agreement for any reason with or without notice to Partner.

2. Non Exclusivity. This Agreement does not create any exclusive arrangement between the Partner and the Company.

3. Use of Brand or Logo. This agreement does not provide any entitlement to use Ecount logos, or trademarks or any other marks or belonging to The Company without written approval from an authorized Ecount representative.

4. Referral Criteria. Referrals to Ecount must meet the following criteria:

- a. Valid Referrals cannot have been a previous subscriber nor have evaluated Ecount prior to submission. This includes, but is not limited to, signing up for a Free Trial, Product Demo, Live Demo or Consultation of Ecount.
- b. Referrals cannot be obtained via unsolicited commercial e-mail ("spam").
- c. Partner websites may not contain adult material, or engage in or promote illegal activity, violence, racism, or contain any other material that Ecount Inc., at its sole discretion, considers inappropriate.
- d. Ecount reserves the right to reject any orders that Ecount deems inappropriate, due to suspected fraud, security concerns or any other reason.
- e. The Partner's actions resulting in a Referral to Ecount must comply with the Laws of Republic of Korea and also with the Laws of the Countries in which both The Partner and the Referral reside and operate.
- f. Links to Ecount on The Partner's website must be described and placed in such a way that it is not misleading to any Referral.

5. The Partner Responsibilities. The Partner is obligated to render the following services:

- a. Represent The Ecount Service and The Company in a positive manner in all its communications with external parties.
- b. Represent accurately to any other company or 3rd party the nature of the referral relationship with The Company.
- c. Each Partner will be solely responsible for the design, development, testing, operation, maintenance and content of their own Partner Website(s) and for all materials that appear on Partner Website(s), including but not limited to: (a) the accuracy and appropriateness of materials posted on Partner Website; and (b) ensuring that materials posted on Partner



Website do not violate or infringe upon the rights of any third party. Partner hereby agrees to indemnify, defend and hold harmless The Company, its shareholders, officers, directors, employees, agents, partners, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including, without limitation, legal fees) arising from the design, development, testing, operation, maintenance and content of their own Partner Website(s).

- d. The Partner is responsible to ensure compliance with all local laws and regulations governing Activity.

6. The Company’s Responsibilities. The Company is obligated to render the following services:

- a. Supply the software directly to the customer over the internet.
- b. Provide English-language customer support. Customer Support can also be provided by Agents of Company or an Accredited Ecount Partner.
- c. To collect subscription revenues directly from Clients, and to pass commission to The Partner.

7. Order Processing. Ecount will process subscriptions submitted by Partners at the end of each month. Ecount reserves the right to reject or withhold acceptance or fulfillment of subscriptions for any reason or for no reason, including but not limited to the failure of any customer initiating a subscription that complies with our terms and conditions of sale (which we may revise periodically without notice to you). Ecount will be responsible for all aspects of order processing and fulfillment. The amount of sales generated will be maintained by Ecount.

8. Commissions. In order to be eligible for Commissions, an authorized employee of the referred company must state they were referred by the Partner either in a phone conversation with a Company representative or when signing up for the free trial. You must be able to provide proof that you have passed the lead information via email or other auditable means to The Company’s representative for the purpose of lead registration. Where duplicates exist, the record with the earliest created date will be deemed to take precedence.

Product	Commission
Ecount Monthly & Annual Subscription	\$55 USD or one free month of Ecount subscription.

9. Payments. Subject to Section 8, Ecount will calculate and pay the Partner’s Commissions earned on a monthly basis. The payments will be issued after the referred company has remained a subscriber for approximately three months. Ecount will send the Partner a money transfer through PayPal for the Commissions earned excluding fraudulent, redundant, or non-qualifying Commissions. For subscribing Partners, you have the option of receiving a free month of subscription. If you elect to receive a free month of service, the free month will be applied after the referred company has remained a subscriber for three months. Partner may be taxed



on the accrual of Commissions, depending on the tax laws of the Partner's federal, state, and local jurisdictions. Partner shall be responsible for any and all tax liability arising out of your accrual or receipt of Commissions and Partner hereby agrees to indemnify and hold Ecount harmless from any and all claims, damages, and expenses (including, without limitation, attorneys' fees) arising from such tax liability. Ecount is not responsible nor liable for any fees deducted from Commissions through PayPal.

10. Reservation of Rights. Ecount reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. Ecount retains all right, title, and interest in and to the Ecount Brand Features and the Ecount Site, together with all Intellectual Property Rights thereto. In addition, Ecount shall establish all Ecount Product pricing and associated fees. Ecount may, in its sole discretion, change the Ecount Product pricing with or without notice.

11. Termination. This Agreement will become effective on the Effective Date and ends when terminated by either party in accordance with this Agreement. This Agreement may be terminated (i) by Ecount, with or without cause, and with or without notice to Partner, and (ii) by Partner, with or without cause, by notifying Ecount of its intention to terminate the Agreement. Upon termination or expiration of the Agreement, Ecount will pay Partner any accrued Commissions. If Ecount should terminate this Agreement because Partner is in breach of a material term, Ecount may withhold Commissions payable to the Partner in an amount equal to the amount by which Ecount believes in good faith that we have been damaged by such breach, including prospective damages and damages resulting from claims by third-parties caused by such breach.

12. Modification. At any time and in Ecount's sole discretion, Ecount may modify any of the terms and conditions contained in this Agreement by (i) posting a change notice or a new agreement on www.ecount.com and/or (ii) e-mailing a revised agreement to Partner. If any modification is unacceptable to Partner, Partner's only recourse is to terminate this Agreement. Partner's continued participation in the program following Ecount's posting of a change notice or new agreement on www.ecount.com and/or Partner's receipt of a revised agreement will constitute binding acceptance of the modification.

13. Disclaimer. THE ECOUNT SITE AND RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND ECOUNT EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ECOUNT SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ECOUNT MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF ECOUNT'S SITE, OR PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY YOUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ECOUNT SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. ECOUNT SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF YOUR CUSTOMERS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF ECOUNT'S PRODUCTS.

14. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL ECOUNT BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE PROGRAM. WITHOUT LIMITING THE FOREGOING, ECOUNT'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT.

15. Authority. If the person entering into this Agreement is acting on behalf of his or her company, such person represents to Ecount that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Partner, that this Agreement has been duly authorized by Partner and that this Agreement will constitute the legal, valid and binding obligation of Partner. Such person hereby agrees to indemnify and hold Ecount harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Section. If the person entering into this Agreement is acting on one's behalf, such person represents to Ecount that he or she is an individual 18 years of age or older.

16. Relationship of Parties. The Partner and Ecount are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties. Partner will have no authority to make or accept any offers or representations on Ecount's behalf. Partner will not make any statement, whether on Partner Site or otherwise, that reasonably would contradict anything in this Section. Partner, as an independent contractor, will have sole responsibility for its expenses, tax liabilities, employees, sales representatives and agents.

17. Communications. Partner agrees that by becoming an Ecount Partner, Ecount will contact you on a periodic basis with information about Ecount's Partner programs.

18. Miscellaneous. All disputes which may arise between the parties, in relation to this contract, shall be finally settled by arbitration in Seoul, Korea in accordance with the Expedited Procedures in International Arbitration Rules of the Korean Commercial Arbitration Board and under the Law of Korea. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between Ecount and Partner with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Ecount and Partner with respect to the subject matter hereof. Partner may not assign all or any part of this Agreement without Ecount's prior written consent. Except as set forth in Section 12, this Agreement may not be modified without the prior written consent of both parties.



19. Notice. Any notice to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. The date of receipt shall be deemed the date on which such notice is given. Notice to Ecount will be directed to Ecount Inc., 603, Acehighend Tower, 61, Digital-ro 26-gil, Guro-gu, Seoul, Republic of Korea (08389).

20. Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assigns.

21. Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PARTNER PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.