



Trada Referral Program Terms and Conditions

The following are the terms and conditions of participation in the Trada Referral Program. "Referral Partner" refers to yourself, and "Trada" refers to Trada, Inc., 1023 Walnut St., Boulder, CO. This Agreement may be revised at our discretion at any time.

Commission and Payment

Trada will pay Referral Partner a one-time commission based on the monthly budget of each customer referral to Trada. Referral commissions are paid as follows:

Referred Customer's Monthly Budget	Commission Payment
\$3,000 - \$10,000	\$100
\$10,001 - \$25,000	\$250
\$25,001 – and up	\$750

Referred advertiser must have a minimum budget of \$3,000/month to qualify for referral program. Referred advertisers must run a campaign in the Trada marketplace continuously for 90 days to qualify for referral program.

Customers who are already an active opportunity in Trada's CRM system at the time of referral are not eligible for referral.

Customers referred by Referral Partner must conform to the Google Terms of Service. Trada will not accept advertisers who wish to run search advertising campaigns in the following categories: supplements, pyramid schemes, pornography.

Referral Partner may not refer their own business.

Referrals can only be made through a single Referral Partner. Referral Partner commissions shall be paid by company check in US dollars. Referral Partners will be paid between 30 and 60 days after the referred advertiser's campaign had been actively running in the Trada marketplace for 90 days.

As required by US Law, US Residents are required to sign a W-9 form for the Internal Revenue Service before we can send your first payment.

All Customer Referral Program submissions are subject to approval by Trada.

Referral Partner ID

Upon acceptance, you will be issued a "Referral Partner ID" which allows Trada to identify new customers as originating from you. As long as a new customer uses your Referral Partner ID when requesting a service, or you include your Referral Partner ID when submitting a new lead to Trada, we will be able to identify the customer as originating from you. For you to receive Commissions, a new client must use your Referral Partner ID. Referrer is solely responsible for ensuring that their referrals use the proper Referral Partner ID.

Trada reserves all rights in or to its trademarks but may be used by Referral Partner in accordance with this agreement. Referral Partner may in no way display a Trada related logo, image, or trademark, which may be distasteful, defame, or misrepresent its brand. Trada has the right to specify how and if a trademark may be used by the Referral Partner. Referral Partner shall take great care to not misrepresent Trada products or services.

Referrer agrees to NOT SEND UNSOLICITED or SPAM mail to promote Trada services. This action is grounds for immediate termination of your account with a cancellation of any pending commissions.

Term of agreement

This agreement remains in effect until canceled by either party. Payment of the final Commission payment to the Referral Partner may be withheld for a reasonable time in order to ensure that the correct amount is paid.

Disclaimer

Trada will make every reasonable effort to track and pay commissions for all sales that apply to Referrer. However, Trada is not responsible for technical problems, Acts of God, acts by third parties, or other events outside our reasonable control, which may temporarily disrupt or diminish this service. We will make every reasonable effort to identify the originating Referrer and credit them accordingly.

Independent Contractor

The relationship between Trada and Referral Partner established by this Agreement is that of independent contractors. Trada and Referral Partner shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. The term "Referral Partner" shall not be interpreted as a legal partner, but instead an independent contractor for Trada under this agreement.

Warranty Disclaimer

Trada makes no warranties expressed or implied with regard to Customer Referral Program except as outlined in this agreement.

Limitation of Damages

Trada shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Trada has been advised of the possibility of such damages. Trada's aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Trada under this agreement.

Referral Partner understands that referral tracking can never be 100% accurate and Trada is not responsible for inaccuracies that might occur beyond its control. Tracking of referral sales depends on the referred customer providing the proper Referral ID. It is the goal of Trada to make referral tracking as accurate as possible; however, Trada cannot guarantee 100% tracking reliability for situations beyond its control.

Cancellation

Trada holds the right to cancel a Referral Partner's account for any reason if deemed necessary. If the terms of this agreement were not violated by the Referral Partner, then payment will be given to the Referral Partner for any services provided to a new customer or outstanding commissions if the account is canceled by Trada.

Governing Law

The laws of the Boulder County, CO and the United States shall govern this agreement.