

REFERRAL & NONCIRCUMVENTION AGREEMENT

This Referral and Non-Circumvention Agreement ("Agreement") is entered into on this 14th day of November 2005 by and between FirmA ("FirmA"), a California corporation, and FirmB ("FIRMB"), a corporation organized under the laws of Colorado.

WHEREAS, FirmA and FIRMB (hereinafter referred to as "the Parties" collectively and "Party" individually) have concluded a Confidentiality Agreement and wish to enhance their business opportunities;

NOW THEREFORE, in consideration of the mutual promises herein exchanged, the sufficiency of which is hereby acknowledged, the Parties agree to client and customer referrals, non-circumvention and non-solicitation in accordance with the terms and conditions set forth herein.

1. Confidential Information. The content of the Confidentiality Agreement is hereby incorporated by reference.

2. Definitions.

- (a) An "Offer" is any service, product or any combination thereof.
- (b) A "Competitive Offer" is an Offer the sale of which to a client or customer of one Party reasonably prevents the sale to that client or customer of a similar Offer by the other Party.
- (c) A "Non-competitive Offer" is any Offer that is not a Competitive Offer.
- (d) "Realized Revenue" is revenue net of refunds and client-reimbursed expenses, including by way of example and not limitation, travel expenses, paid by a client to a Party in exchange for an Offer.
- (e) An "Introducing Party" is a Party who, with the prior consent of the other Party, introduces, by means of telecommunications or in-person communications and with reference to business matters, the other Party to a client or customer with whom the Receiving Party had no business contact prior to the introduction.
- (f) A "Receiving Party" is a Party who, by its prior consent, accepts an introduction to a client or customer by the Introducing Party.
- (g) "Joint Delivery" is the provision by both of the Parties jointly of an Offer to the same client via the same client contract.
- (h) "Solitary Delivery" is the provision of an Offer solely by 1 of the Parties, even after an introduction by the other Party or lack thereof.

3. Mutual Referrals to Clients. A Receiving Party shall pay to an Introducing Party 5% of the Receiving Party's Realized Revenue that is

- (a) solely from Solitary Delivery of Non-competitive Offers to the introduced client, and that is
- (b) generated within 1 year of the introduction.

Such payment ("Referral Fee") shall be deemed full consideration for the introduction. No Receiving Party shall be liable to pay any Referral Fee where the Receiving Party has no Realized Revenue from Solitary Delivery to the introduced client within 1 year of the introduction, nor shall a Referral Fee be due on Realized Revenue from Joint Delivery.

4. Mutual Non-Circumvention of Active Clients. The Parties agree that neither Party shall, during the term of this Agreement and for a period of 12 months thereafter, sell any Competitive Offer, directly or indirectly (including through any third party), to any client or customer of the other party (from whom the disclosing Party has Realized Revenue during the term of this Agreement and whom is disclosed as such by the other Party prior to the competitive contact), without the disclosing Party's prior written consent.

5. Mutual Sharing of Information about Clients. For Joint Delivery FirmA and FIRMB agree, unless otherwise prohibited contractually, to provide each other with all necessary information for the Parties to sell and deliver jointly the related subcontract, co-marketing and/or co-venture Offers, including by way of example and not limitation, customer name, customer contact, underlying contract terms, schematics, flowcharts, proposal materials, project plans, documentation, software and hardware configurations, and business processes. The Parties acknowledge and agree that such information and materials shall be deemed Trade Secrets pursuant to the Confidentiality Agreement.

6. Mutual Non-Hire and Non-Solicitation of Employees. During the term of this Agreement and for a period of 12 months thereafter, neither Party shall, without the express written consent of the other Party, hire any employees or subcontractor resources of the other Party or its subsidiaries who was not previously known to the hiring Party and who, within 12 months prior to such hiring:

- (a) directly performed services under this Agreement, or
- (b) had substantial contact with the hiring Party in relation to this Agreement, or
- (c) the hiring Party became aware of due to, or derived from information learned through the performance of, this Agreement.

7. Effective Date/Term. This Agreement shall become effective on the date executed and shall continue in force for 1 year, except that the 12-month continuation provisions of sections 3, 5 and 6 shall remain binding as noted in those sections.

8. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement. This Agreement may only be amended by a writing duly executed by both parties.

9. Binding Effect. This Agreement shall be binding upon the Parties, their successors, heirs, assigns and personal representatives.

10. Severability of Provisions. In the event that any section, paragraph or portion of this Agreement is deemed by any court having lawful jurisdiction of the subject matter of this Agreement to be void, voidable or invalid for any reason, this Agreement will be deemed valid and enforceable as if void, voidable or invalid section, paragraph or portion of this Agreement had not been a part of this Agreement in the first instance.

11. Choice of Law. Jurisdiction to enjoin the violation of this Agreement or to implement the determination of any arbitration panel, shall reside exclusively in the courts of the State of California and the federal courts sitting in the District.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same legal standing as originals for the purpose of creating a counterpart Agreement.

13. Authority to Bind/Consents. By executing below, the undersigned expressly represent that they have the authority to bind his company, its employees and agents, to all the provisions hereof and that any consents required to obtain such authority have been obtained.

14. No Disclosure of Discussions. The Parties agree that they will not disclose in any manner the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other party.

FirmA		FirmB
_____	Signatures	_____
_____	Names	_____
_____	Titles	_____
_____	Dates of Signatures	_____