

ORN - Orbus Referral Net Rules & Bylaws

ORN - Orbus Referral Net Members upon registration agree to be bound by the following:

1. **Annual Fees:** The Member agrees to pay the annual dues of a Membership Orbus Referral Net as may be set from time to time plus any applicable taxes.

2. **Annual Membership Fee:** The Member agrees to pay to ORBUS the annual Membership fee, 31 days prior to the anniversary date of the Member joining as a Member; unless the Member has given to ORBUS 60 days written notice prior to the anniversary date that the Member is not renewing.

3. **Service by ORBUS:** ORBUS agrees to administer the business referral tool "ORN" or "Orbus Referral Net".

4. **Referral Procedure:** To the best of the Member's ability the Member agrees to:

- (a) Make referrals to the Members immediate regional group first;
- (b) Where a referral is not available in the Members immediate regional group, to make referrals to the next closest regional group Members;
- (c) Where no referral is available in the Orbus Referral Net to forward the referral to Orbus Referral Net administration to allow it to leverage the referral.

5. The Member agrees to promote to assist in adding Members to ORN Referral Net and in particular to grow the Members group for the benefit of each other.

6. **Participation:** Each Member shall:

- (a) Provide a minimum of 3 referrals to ORN – Orbus Referral Net Members per year or provide a minimum of 10 leads per year to Orbus Referral Net Members or a combination equivalent to such participation;
- (b) display the Orbus Referral Net logo and materials as directed by ORBUS at its place of business and its own promotional material;
- (c) Use its best efforts to grow its regional group with compatible Members.

7. **Code of Ethics:** The Member agrees it will follow commercially accepted practices including operating under a good business code of ethics when conducting its affairs.

8. **Termination by Complaint:** If complaint is made of the Member from any person, whether a Member of the Orbus Referral Net or not, and ORBUS deems, in ORBUS' sole discretion, the matter should be investigated, then ORBUS may appoint a committee of 3 Members to investigate the complaint.

If after investigation there is no basis for any censure then there will be no further action will be taken by the Orbus. If after investigation of such complaint the committee unanimously recommends that the Member be terminated as a Member, ORBUS in its sole discretion, may deem the Member terminated and the Membership of such Member deemed to be vacated. If the Member is terminated pursuant to this section the Member will not be entitled to any refund of the cost of the Membership, any annual Membership fee paid, or other monies or levies paid to ORBUS.

9. **Termination by Lapse:** If the Member has not paid its annual registration fee for the next effective year, 31 days before the end of any current effective

year at the sole option of ORBUS, the Membership of the Member will be deemed to be vacated at the end of the current effective year, and ORBUS shall be at liberty to sell that Member category to any other potential Member for any following effective years. However, unless 60 days written notice is provided to ORBUS, the annual due shall remain due and payable.

10. **Termination by Breach:** If the Member breaches these bylaws by failing to meet minimum referrals or leads, or not complying with any of these bylaws, or policies established by ORBUS during any effective year, ORBUS, in its sole discretion may terminate that Member's registration as Member without any compensation.

11. **Termination by Ceasing Business:** If the Member ceases to carry on business as described in the application, files an assignment or is petitioned into bankruptcy, or has a receiver or receiver-manager appointed, the Membership of the Member shall be deemed to be vacated, at the date of such event. If the Member is deemed to be terminated pursuant to this section, the Member will not be entitled to any refund of the cost of the Membership or any amount paid for annual Membership fees.

12. **Assignability:** The registration as a Member is not assignable by the Member. This agreement may be assigned by ORBUS.

13. **Confidentiality:** The Member agrees that it will not make use of any documents or information received by it from ORBUS in competition with ORBUS and recognizes ORBUS' proprietary right to ownership of such documents or information.

14. **Definitions:** In this agreement the following words and phrases have the following meanings:

"ORBUS" shall mean Orbus International Business Networks Inc.

"The Membership" shall include all individual Members.

"Membership" shall mean the position accorded the Member in a regional group and all the rights and privileges attached to it under these Bylaws.

"Effective Year" means the year commencing the date of acceptance after submitting the application form.

"Anniversary Date" is the date assigned by ORBUS for acceptance as a registered Member.

15. **Ownership and Use of ORN - Orbus Referral Net Registration and Information:** The Orbus Referral Net Registrations, Referrals and related Information contained therein shall at all times remain the property of ORBUS. The Membership shall not copy, sell, lease, disclose or otherwise make available in any form or manner the Registration, Referral and related Information and all processes and programs to any other person, firm, or corporation, without prior consent of ORBUS. This information is deemed to be trade secrets, confidential and proprietary to ORBUS, and shall be held in the strictest confidence by the Member. The Member may without the written consent of ORBUS use the information for the purposes of performing its obligations under this agreement and for its own internal promotions.

16. **Policies and Guidelines and These Bylaws:** Orbus reserves the right to implement policies and guidelines from time to time and to make changes to these Bylaws from time to time and the Member agrees to be bound by and will comply with them.