

This Referral Partner Agreement (the "Agreement") is made between \_\_\_\_\_ ("Referral Partner") and The HelpDesk Company, LLC ("Company") and shall be effective as of the date the last signature is affixed hereto (the "Effective Date") upon the terms and conditions set forth below.

WHEREAS, Referral Partner wishes to refer sales opportunities to Company and Company wishes to compensate Referral Partner for certain sales opportunities that are accepted by Company and result in a Managed Services Provider (MSP) Contract from new clients to Company.

**Referral.** A legitimate Sales Opportunity ("Opportunity") must be submitted electronically to Company and include the Name of the Business, Contact Name, Email Address, Street Address and Phone Number.

**Opportunity Acceptance.** Within a reasonable period of time following each referral of a legitimate Opportunity, Company shall review the Opportunity and provide Referral Partner with a notification of its acceptance or rejection of the Opportunity. Company will be under no obligation to accept any Opportunity and may reject or decline to accept any Opportunity for any commercially reasonable reason as determined by Company in its discretion, including without limitation, that the Opportunity was an existing customer of Company at the time of the referral by Referral Partner; Company was already involved in discussions or services to the Opportunity at the time of the referral to Company; or the Opportunity had previously been referred to Company by Referral Partner or by any other third party.

**Referral Fees.** A Referral Fee payment is available for each accepted Opportunity that results in a fully executed MSP Contract ("Win"). Company will pay to Referral Partner a Monthly Referral Fee equal to 10% of the *current* monthly MSP Contract Fee for "For Profit" companies or 5% of the current monthly MSP Contract Fee for Non-Profit Organizations. Services not included in the monthly MSP Contract shall not be included in the calculation of Referral Fee.

**Fee Payment.** Upon Company's determination that an accepted Lead has resulted in a Win, Company will contact you to request your W-9. Your W-9 must be submitted and received by Company, or your Referral Fee will be held until Company receives your completed W-9. Company will remit the applicable Referral Fee to Referral Partner within 45 days of collecting the Accepted Lead's Program Fee.

**Taxes.** Referral Fees are subject to all applicable governmental regulations and rulings, including the withholding of any taxes required by law. Referral Partner is solely responsible for payment of all taxes imposed or incurred in connection with any Referral Fees

**Term and Termination.** This Agreement shall automatically terminate in the event that Referral Partner has not submitted a Proposed Lead for twelve (12) consecutive months. Either party may terminate this Agreement upon written notice to the other at any time, for any reason or no reason. Unless the termination is for breach, it will not affect Company's obligation to pay Referral Fees in connection with Accepted Leads that were accepted prior to the termination date.

**Independent Contractor.** Referral Partner is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Referral Partner and Company for any purpose. Referral Partner has no authority (and shall not hold itself out as having authority) to bind Company and Referral Partner shall not make

any agreements or representations on Company's behalf without Company's prior written consent. Without limiting the above, Referral Partner will not be eligible to participate in any vacation, group

medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Referral Partner's behalf. Referral Partner shall be responsible for, and shall indemnify Company for, from and against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Referral Partner in connection with the performance of Referral Partner's obligations hereunder shall be Referral Partner's employees or contractors and Referral Partner shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employees or contractors.

The undersigned agree to the terms of this Agreement

**Referral Partner**

**Company**

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

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TheHelpDeskCompany

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