



REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (“Agreement”) is entered into as of _____, (“Date”) by and between: Valexity, LLC (“Company”), with its principal place of business at 3855 County Farm Road, Hanover Park, IL 60133, and _____ (“Referrer Company”), with its principal place of business at _____ (“Referrer Company Address”).

SECTION 1: PURPOSE

1.1 The purpose of this Agreement is to define the terms under which the Referrer will introduce qualified leads to Valexity, LLC and receive compensation when such referrals result in paying clients.

SECTION 2: DEFINITIONS

2.1 **Referral** is defined as a prospect introduced to Valexity, LLC through the Referrer that is not already in the Company’s active sales pipeline.

2.2 **Acknowledged Referral** is a prospect that is validated by Company and is confirmed in writing that the Referral has been recorded as original from the Referrer.

2.3 **Accepted Referral** A Referral meeting all of the following criteria:

- Signs a binding agreement with Company
- Full payment is received by the Company
- Was never an existing customer or in active negotiations before referral;
- Complies with all applicable laws and does not harm Company’s reputation;
- Referral signs within any timeframe agreed in writing.

2.4 **Gross Profit** is revenue received by the Company minus direct costs related to the project or agreement, including but not limited to labor, subcontractors, materials, software licensing, and other direct delivery expenses.

SECTION 3: REFERRAL PROCESS

3.1 **Referrals** must be submitted via the Company’s designated referral form, email, or direct introduction.

3.2 Company **retains sole discretion** to accept or reject referrals.

3.3 A referral is valid for **six (6) months** from submission. If the prospect signs a contract with Company during that period, the Referrer is entitled to compensation.

3.4 Referrer agrees to promote Company professionally and ethically and refrain from marketing to direct competitor.

3.5 Referrer will provide necessary contact information, support communication with the Referral, and provide updates as reasonably requested by Company.

SECTION 4: COMPENSATION

4.1 Referral Fee (Flat Rate) The Company accepts referrals under the following terms. A referral will qualify for payment only if it results in a signed contract and full payment from the referred client. For each accepted referral, the Referrer shall receive a **one-time referral fee equal to one percent (1%) of the total project amount or fifty dollars (\$50.00), whichever is higher**. Referrals that do not meet this minimum payout threshold will not qualify for compensation.

4.2 Payment Terms

- Referral payments are issued within 30 days after the Company receives full payment from the referred client
- All referral payments shall be made via ACH transfer to the Partner's designated bank account. It is the Partner's sole responsibility to maintain accurate and current ACH account information with the Company. Failure to update such information may result in delays in payouts, which the Partner expressly acknowledges and agrees shall not constitute a breach by the Company. No referral payment is due if the client cancels, fails to pay, or defaults on payment owed to the Company.
- Company may withhold referral fees in the event of suspected unlawful activity, fraud, or violation of this Agreement.

4.3 One-and-Done Structure The Referrer's compensation is limited to the one-time referral payment described above. No additional fees, recurring payments, or commissions shall be due for renewals, expansions, or subsequent engagements with the same client.

SECTION 5: EXCLUSIONS

5.1 No compensation is due if the client was already in discussions with Company prior to referral.

5.2 Renewals, upsells, or expansions beyond the Initial MSP Contract Term are not commissionable unless otherwise agreed in writing

5.3 No compensation is due for in-house or related party accounts.

SECTION 6: TERM AND TERMINATION

6.1 This agreement remains in effect until terminated by either party within **thirty (30) days'** written notice.

6.2 Termination does not affect the Referrer's right to receive the one-time referral payment for any Accepted Referrals submitted prior to termination, provided the referred client signs a contract and pays the Company in full.

SECTION 7: INDEPENDENT RELATIONSHIP

7.1 The Referrer acts solely as an **independent contractor**. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

SECTION 8: CONFIDENTIALITY

8.1 **Confidential Information** For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Company to the Referrer, whether oral, written, electronic, or otherwise, including but not limited to client data, business plans, pricing, financial information, trade secrets, and technical or operational materials.

8.2 **Obligations of Non-Disclosure** The Referrer agrees to hold all Confidential Information in strict confidence, not to disclose such information to any third party without the Company's prior written consent, and not to use such information for any purpose other than performing obligations under this Agreement. The Referrer shall take all reasonable measures to protect the confidentiality and prevent any unauthorized use or disclosure of the Confidential Information.

8.3 **Exceptions** The obligations in this Section shall not apply to information that the Referrer can demonstrate by written evidence:

- was lawfully in the Referrer's possession before disclosure by the Company;
- is or becomes publicly available through no breach of this Agreement;
- is rightfully received by the Referrer from a third party without restriction on disclosure;
- or
- is independently developed by the Referrer without reference to the Company's Confidential Information.

8.4 **Compelled Disclosure** If the Referrer is required by law, regulation, or court order to disclose any Confidential Information, the Referrer shall provide the Company with prompt written notice (to the extent legally permitted) so that the Company may seek a protective order or other appropriate remedy. The Referrer shall disclose only that portion of the Confidential Information that it is legally required to disclose.

8.5 **Return or Destruction of Information** Upon termination or expiration of this Agreement, or upon the Company's written request, the Referrer shall promptly return or destroy all Confidential Information in its possession, including all copies, notes, or materials derived therefrom, and certify in writing that such destruction has occurred if requested by the Company.

8.6 **Survival** The obligations of confidentiality set forth in this Section shall survive termination or expiration of this Agreement and continue in effect until such Confidential Information lawfully enters the public domain through no fault or action of the Referrer.

SECTION 9: Non-solicitation / Non-circumvention

9.1 The Referrer shall not solicit, contract, or attempt to contract directly with any referred client for services substantially similar to those offered by Company for a period of **two (2) years** after the referral is made, without Company's prior written consent.

SECTION 10: TAXES

10.1 All referral fees are paid gross. The Referrer is solely responsible for payment of all applicable federal, state, and local taxes, including income taxes and self-employment taxes. Company will issue Form 1099 as required by law.

SECTION 11: DISPUTE RESOLUTION

11.1 The Parties shall first attempt to resolve any dispute arising from this Agreement through good-faith negotiation.

11.2 If unresolved, the Parties agree to submit the dispute to **mediation in DuPage County, Illinois**.

11.3 If mediation fails, the matter shall be resolved by binding arbitration under the rules of the American Arbitration Association.

SECTION 12: AUDIT RIGHTS

12.1 The Referrer may, at its expense, review Company's calculation of referral fees once per calendar year, upon at least **15 days' written notice**. Such review shall be limited to records directly related to the calculation of referral fees.

SECTION 13: MARKET AND USE OF NAME

13.1 The Referrer shall not use Company's name, trademarks, or logos in any promotional materials, advertisements, or communications without Company's prior written consent.

SECTION 14: INTELLECTUAL PROPERTY

14.1 Company retains all rights to its products, services, software, and proprietary materials. No rights are transferred under this agreement.

SECTION 15: ASSIGNMENT

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The Referrer may not assign this Agreement without Company's prior written consent.

SECTION 16. LIMITATION OF LIABILITY

16.1 Neither Party shall be liable for indirect, incidental, or consequential damages arising from this Agreement. Company's total liability under this Agreement is limited to the amount of referral fees actually paid to the Referrer.

SECTION 17. FORCE MAJEURE

17.1 Neither Party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, acts of government, labor disputes, or technology outages.

SECTION 18. GOVERNING LAW

18.1 This Agreement shall be governed by and construed under the laws of the **State of Illinois**, without regard to conflicts of law principles.

SECTION 19. ENTIRE AGREEMENT

19.1 This Agreement represents the full understanding between the Parties and supersedes all prior discussions, agreements, or understandings relating to its subject matter. Any modification must be in writing and signed by both Parties.

By signing below, the Referral Partner acknowledges and agrees to the terms and conditions of the Valexity Technologies Referral Program:

Name

Company Name

Signature

Date Signed