

## REFERRAL AGREEMENT

This Referral Agreement ("Agreement") as of \_\_\_\_\_, 20\_\_, sets forth the terms and conditions under which Referrer, whose name and address is set forth below ("Referrer") agrees to refer potential prospects ("Prospects") to theSales.NetWork, Inc., DBA TSN Communications ("TSN") and TSN agrees to pay Referrer certain referral fees for sales to Prospects as set forth in this Agreement.

### 1. SCOPE OF AGREEMENT

1.1 TSN will pay Referrer a referral fee as described below on the first order from a Prospect that is based directly on the referral information received by TSN from Referrer, provided that with respect to each particular Prospect:

- (i) The Prospect is a new opportunity for TSN and not an existing customer or prospect of TSN;
- (ii) TSN enters into an agreement with a Prospect;
- (iii) TSN closes such business directly with the Prospect.

1.2 The referral fee shall be equal to:

- \_\_\_\_ 10% of the first years' net revenue received by TSN; or
- \_\_\_\_ 7.5% of the first two years' net revenue received by TSN.

If no selection is made above, Referrer shall be deemed to have chosen the first option above. TSN shall pay to Referrer any referral fees due under the terms of this Agreement within thirty (30) days after TSN receives payment from the Prospect. Other than for the foregoing one or two-year period selected above, no amount is due for any revenue received after the one or two-year period selected above.

1.3 This Agreement does not affect the ability of Referrer to participate in work being done for such Prospect once such Prospect has become a client of TSN. In such event, should such Referrer be engaged by TSN to provide services, Referrer shall provide such services under a separate agreement and this agreement shall have no effect on such other work.

**2. EXPENSES.** Any expenses incurred during the work for any Prospect is not eligible for referral fees. Additionally, the Referrer must get any and all expenses pre-approved by TSN. Unless pre-approved, such expenses are not reimbursable.

**3. TERM AND TERMINATION.** The term of this Agreement shall begin on the date set forth above and shall continue until terminated upon written notice.

**4. CONFIDENTIALITY.** Each party acknowledges that it may obtain certain valuable information regarding the other party during the course of this Agreement, including technology, business plans, pricing, marketing and sales strategies, and other materials and information regarding the other party's business operations (the "Proprietary Information"). Each party shall at all times keep and maintain the confidentiality of all Proprietary Information and shall not disclose any Proprietary Information to any third party. Each party shall inform its employees, agents and subcontractors of the nondisclosure requirements set forth in this Agreement. The provisions of this Section will survive the expiration or termination of this Agreement.

**5. LIMITATION OF LIABILITY.** EXCEPT FOR VIOLATIONS OF THE SECTION ADDRESSING CONFIDENTIALITY OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES, LOST PROFITS, GOODWILL OR OTHER SPECIAL OR CONSEQUENTIAL

DAMAGES. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**6. INDEPENDENT CONTRACTOR.** Referrer and TSN are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any agency, joint venture or partnership relationship. Neither party shall have the authority to legally bind the other to any contract, proposal or otherwise commit the other or to incur any debt or create any liability on behalf of the other.

**7. RULES OF REFERRAL.** Referrer shall follow the sequence of procedures outlined below:

- Identify a Prospect to TSN's President or other personnel appointed by President;
- TSN compares potential customer organization name(s) with current actively engaged prospects and decides to accept or not;
- Referrer shall endorse TSN to Prospect and remain as the primary point of contact for the Prospect during the sales cycle, coordinating its efforts with its TSN point of contact until closing; and
- Referrer shall provide a written report each quarter to TSN's President or other personnel appointed by the President providing a detailed description of the active, on-going communication with any Prospects and all completed sales in the prior quarter, and such other information as TSN may reasonably require.

**8. MISCELLANEOUS TERMS AND CONDITIONS**

This Agreement is personal in nature and neither party shall assign, transfer nor otherwise dispose of any rights or delegate any obligations under this Agreement without the prior written consent of the other party; except such consent shall not be required in connection with the sale of all or substantially all of a party's assets or stock to a third party. This Agreement shall inure to the benefit of and be binding upon each party and their respective successors and permitted assigns. This Agreement and its attachments constitute the full and complete understanding and agreement of TSN and Referrer and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter hereof. Except as expressly stated in this Agreement, any waiver, modification or amendment of any provision of this Agreement will be effective only if in the form of a written amendment to this Agreement and signed by TSN and Referrer. Any and all notices given under the provisions of this Agreement must be delivered personally or by registered or certified mail, return receipt requested, to the attention of the President. All notices given shall be sent to the applicable address noted herein and will be effective when received. All notices must be in writing. No delay or omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof and any single or partial exercise of any such right or remedy, power or privilege will not preclude any later exercise thereof. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable and this Agreement will be construed and enforced as if such invalid, illegal or enforceable provision were not a part of hereof. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its choice of laws provision. During the term of this Agreement, Referrer will not solicit for or provide similar services for any TSN competitor. TSN may enter into similar or other agreements with other parties in its sole discretion.

**The terms and conditions of this agreement are agreed to and accepted by the parties as given evidence below by their signatures:**

**theSales.NetWork, Inc.  
DBA TSN Communications**

**REFERRER**

By: \_\_\_\_\_  
Its: CEO and President

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