

CLEARGISTIX EXTRA HAND SALES REFERRAL PROGRAM TERMS AND CONDITIONS

All sales referrals made through the Cleargistix Extra Hand Sales Referral Program are subject to these terms and conditions ("Terms and Conditions"). Individuals submitting a sales referral through the CEHSRP (a "Referrer") accept and agree to be bound by the Terms and Conditions.

1. RECITALS:

- a. Referrer wishes to refer a potential Customer to Cleargistix.
- b. Cleargistix makes independent decisions to accept referrals of potential Customers from Referrers and may not accept referrals for any reason.
- c. If a sale and/or licensing/services agreement is closed by Cleargistix with a potential Customer introduced by Referrer for which Cleargistix earns and collects revenue, Cleargistix will pay to Referrer a referral fee, as more fully discussed below.

2. AGREEMENT:

- a. Compensation Requirements. Cleargistix agrees to pay Referrer a referral fee, as outlined below, subject to ALL of the following conditions: (i) Referrer provides Cleargistix with all of the information deemed required, as indicated on and through cleargistix.com and sub-pages, related to the potential Customer and Referrer; (ii) Cleargistix, acting in its sole discretion, accepts the referral (referrals will generally be accepted on a first come, first served basis); (iii) such potential Customer has not previously been engaged with Cleargistix or is not a current or prior Customer of Cleargistix; (iv) Referrer's referral is the procuring cause of an agreement to sell/license/create a software solution or utilize services is executed between Cleargistix and potential Customer; and (vi) Cleargistix receives revenue as a result of the agreement.
- b. Compensation Amount. Payment shall be paid to Referrer on the 15th of each month based upon the results of the immediately preceding month. Referrer will receive 5% of billed revenue actually collected by Cleargistix. Billed revenues will not include pass-throughs, such as billed expenses. The Compensation Amount will be paid only during the twelve (12) month period following the effective date of the first sales/licensing/development/services agreement entered into between Cleargistix and potential Customer.
- c. All accepted referrals to potential Customers will be protected for 6 months after submission of the referral. After this 6-month period, if the potential Customer has not become a signed Customer, then the potential Customer will be deemed unaffiliated and open to being pursued by Cleargistix at a later date. If such referral, after being deemed unaffiliated, becomes a Cleargistix Customer, no referral fee will be payable to Referrer.

3. GENERAL PROVISIONS:

- a. Cleargistix and Referrer specifically acknowledge that the covenant of good faith and fair dealing shall apply to the transactions contemplated by these Terms and Conditions and they will conduct business in a manner that reflects favorably on the other party and make no false or misleading representations with respect to the other party.
- b. Referrer and Cleargistix agree and hereby acknowledge that Referrer and Cleargistix are independent individuals or legal entities and these Terms and Conditions or the transactions contemplated by these Terms and Conditions do not, in any way, create a partnership or ownership interest between them. Each party will operate independently. Neither party shall have the authority to bind the other party and neither party shall hold itself out as the agent or representative of the other party.
- c. Referrer acknowledges that Cleargistix will report to the IRS (and, if applicable state and local taxing authorities) all referral fees paid to Referrer. Referrer acknowledges that the referral fees are paid to it as an independent contractor and will provide Cleargistix an IRS form W-9 and any other required forms prior to the payment of any referral fees. As such, Cleargistix will not withhold any taxes. Referrer will include such fees in its taxable income and shall pay all taxes thereon.
- d. Referrer warrants to Cleargistix that payment of the referral fees by Cleargistix to Referrer with respect to each potential Customer will not violate any contract or law, policy, rule, statute, ordinance, order or ruling applicable to Referrer and/or such potential Customer.

- e. Referrer agrees to provide workers' compensation insurance or make workers compensation fund payments, if necessary, for its performance of the transactions contemplated by these Terms and Conditions.
- f. It is Referrer's responsibility to ensure proper transmission to and receipt by Cleargistix of the referral information related to potential Customers.
- g. Except as set forth in these Terms and Conditions or otherwise expressly agreed to in writing by the parties, nothing in these Terms and Conditions will be deemed to grant or assign to Referrer any ownership rights, license rights, or interests of any kind in Cleargistix's solutions, products, services or technology or in Cleargistix's intellectual property, proprietary rights, logos or trademarks.
- h. From time to time, Cleargistix may provide Referrer standard marketing, sales and/or technical information, whether in print or in electronic form, that it customarily uses to promote its products and services (collectively, "Marketing Materials"). The Marketing Materials may solely be used for the purposes contemplated in these Terms and Conditions. Referrer may not copy, modify, alter, adapt or create derivative works based on the Marketing Materials without the written approval of Cleargistix.
- i. Each party shall pay its own expenses in connection with the activities associated with these Terms and Conditions and any and all transactions contemplated by these Terms and Conditions.
- j. Referrer agrees that they may receive certain confidential information regarding client lists, operating procedures, pricing, trade secrets or other such proprietary information related to Cleargistix's business. Therefore, Referrer covenants to reasonably safeguard and restrict any distribution of such confidential information to any third party. Regarding this confidential information, Referrer will not disclose to third parties or make use of, disseminate, or in any way circulate any confidential information which is supplied to or obtained by it in writing, orally or by observation, except as contemplated by these Terms and Conditions and except for any other purpose Cleargistix may hereafter authorize in writing. Referrer shall treat all confidential information received from Cleargistix with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care.
- k. These Terms and Conditions shall be binding upon Referrer and Cleargistix and their respective estates, heirs, successors and permitted assigns. These Terms and Conditions may be changed at any time by Cleargistix upon publication to its website cleargistix.com and sub-pages. The Terms and Conditions detail the entire agreement between the parties.
- l. Should any legal proceeding be necessary to construe or enforce the provisions of these Terms and Conditions, then the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney fees and costs of enforcing or collecting any judgment awarded.
- m. Any and all such proceedings shall be brought in a judicial district that includes St. Tammany Parish, Louisiana, and the parties hereby consent to the jurisdiction of such court. The judgment by any court of law that a particular section of these Terms and Conditions is illegal shall not affect the validity of the remaining provisions. It is the intention of the parties that the laws of the State of Louisiana shall govern the validity of these Terms and Conditions.