

Referral Fee Agreement

THIS AGREEMENT, made this _____ day of _____, 200_, by and between Tiburon Enterprises, LLC. (hereinafter called "Tiburón "), and _____ (hereinafter called "Referrer");

"WITNESSETH:

WHEREAS, Tiburón Enterprises, LLC has developed a Information Technical Security Services around its four main practices that were designed (Advisory Services (Senior Technical Consulting), Security Consulting Services (Compliance and Security Assessments), Identity Management Services (Advice, Deployment, and Support of IDM products), Security Management Services (Managed Services & Tier 1 / Tier 2 Support)) around customers need for security consulting and the capability of outsourcing their IT support services; and WHEREAS, Referrer desires to refer potential customers to Tiburon Enterprises; NOW, THEREFORE, the parties agree as follows:

1. Definitions

- 1.1. **"Form"** means the lead generation form related to these terms and conditions whereby Referrer provides basic contact information regarding a potential customer lead for the Tiburón Security Consulting and Product Services.
- 1.2. **"Qualified Lead"** means an organization that (i) is made known to Tiburón by the Referrer pursuant to a completed Customer Registration Form, (ii) is based in the Territory, (iii) purchases product or Services from Tiburon Enterprises within 180 days of the receipt by Tiburón, of the completed Form from the Referrer and (iv) was not already identified by Tiburón or any of its respective business partners, employees or any other person prior in time, pursuant to a Customer Registration Form or other lead generation or sales strategy campaign.
- 1.3. **"Territory"** means United States.
- 1.4. **"Product"** – means the network and security products being offered by Tiburon Enterprises, LLC.
- 1.5. **"Services"** means Tiburon Enterprises's professional services.

2. **Forms and Commission.** Subject to the terms of this Agreement and in consideration of Referrers' delivery of a Qualified Lead to Tiburón, the Referrer will be compensated by Tiburón solely by payment of a percentage commission upon the net Product and Service Fees received by Tiburón from the Qualified Lead pursuant to its first order to Tiburón. The Referrer acknowledges and agrees that (i) the commission is the sole and exclusive form of compensation (of which the Referrer expressly declares its satisfactory sufficiency) it may receive for the activities described herein and that (ii) Tiburon Enterprises, LLC has no obligation whatsoever to pursue a customer lead provided by the Referrer.
3. **Items not included in Commission.** Commission shall not include or be calculated based upon fees charged to customer for installation, custom engineering, late charges, cancellation fees, Technical Support and Maintenance contracts, or taxes. In addition, no commission will be paid for the TSecurity appliance.
4. **Payment to the Referrer.** If the information provided by Referrer in the Form leads to a Qualified Lead and provided that no exclusions or splitting of commissions apply, Tiburón will pay the commission to the Referrer within 30 days as of receipt of the Service Fees received from the Qualified Lead.
5. **Splitting Commissions.** In no event will Tiburón be liable for more than one single Commission for each Service offering licensed by a Qualified Lead. Should more than one organization and/or individual claim any right to a commission, a single commission will be apportioned among the claimants as determined at the discretion and best judgment of Tiburón.
6. **Tax consequences.** Referrer is responsible and fully liable for any tax consequences derived from the receipt of a Commission under this Agreement and will indemnify and hold Tiburón harmless for any lack of compliance with tax obligations related to the Commission.



- 7. **Commission Paid.** Tiburón Enterprises, LLC shall pay to Referrer a commission in an amount equal to five (5%) percent for any professional services during the original term of the agreement and (5%) of all Product Fees received for product. Except as otherwise agreed upon, such commission shall be paid to Referrer within 30 days of receipt of Qualified Lead's payments to Tiburon Enterprises, LLC. Thereafter, no further commission shall be due or payable in connection with product or with the original consulting or managed Services Agreement unless otherwise provided in this Agreement
- 8. **Quotations** – Referrer is not authorized to render quotations. Without exception, all quotations must originate and be approved, in advance and in writing, by Tiburón before submitting to Customer.
- 9. **Severability and Waiver.** This Commission Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any of the provisions of this Commission Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 10. **Relationship of the Parties.** The parties acknowledge and agree that the relationship between Referrer and Tiburón is that of independent contractors, and nothing in this Agreement shall be construed as making Referrer or any of its employees an employee, partner or representative of Tiburón except as may be expressly provided in this Agreement.
- 11. **Governing Law.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective transferees, representatives, successors, heirs, assigns and affiliates and shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

COMPANY:
Tiburón Enterprises, LLC, Inc.

BY: _____

Referrer:

BY: _____

Notary Public and/or Witness