



## AGREEMENT

# Triple Strength Lead Form (TSLF)

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232-2 West Main Street  
Palmyra, PA 17078

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ ("Referrer") and Dietrich Nguyen Inc./dba Triple Strength (TS).

## Referrer

Triple Strength is a provider of graphic design, web site design & development services. Referrer will participate in Triple Strength's lead referral program in which Referrer will provide TS with a potential customer identified by Referrer ("Leads") in exchange for which TS will pay certain commissions as described below.

### 1. Defined Terms

- a. **"Actively Participate"** shall mean Referrer's active engagement in the introduction of a Lead to TS through an in-person introduction; or a telephone introduction; or through a joint sales call
- b. **"Material Support"** shall mean Referrer's continued support of TS through the sales process
- c. **"Commissionable Lead"** shall mean a Lead for which Referrer is eligible under Section 2.a. herein to be paid a commission because said Lead has become a customer of TS by executing a TS License Agreement for use of a TS Service.
- d. **"Triple Strength Lead Form"** or "TSLF" shall mean a standard form generated by TS (and available online to be used by Referrer to identify a referred Lead for purposes of qualifying the Lead as a Commissionable Lead, which can be found at <http://www.triplestrength.com/ts-lead-form/>)
- e. **"Lead Referral Date"** shall mean the date TS receives the referral.
- f. **"Notification Date"** shall mean the date that TS notifies Referrer that it has accepted Referrer's Lead as a Commissionable Lead.
- g. **"Service"** shall mean the on-line and on-premise services provided to Commissionable Lead.

### 2. TERMS AND CONDITIONS OF LEAD REFERRAL AND ACCEPTANCE

#### a. Referrer's Identification and Referral of Leads

- i. Referrer acknowledges and agrees that in order for a Lead to qualify as a Commissionable Lead, the following must have occurred:
  - 1. Referrer must have provided valid details of the Commissionable Lead to TS; and
  - 2. Referrer must have timely documented the introduction of the Lead on a TS Lead Form ("TSLF") and must have submitted the completed TSLF to TS for review; and
  - 3. TS must have reviewed Referrer's TSLF and accepted the Lead as commissionable (i.e., not rejected the Lead for any of the reasons stated in the Exclusions section below, or otherwise).
- ii. **Exclusions.** Referrer acknowledges and agrees that no commission will be paid to Referrer by TS for the referral of a Lead:
  - 1. that was an existing customer of TS's at the time of the referral; or

2. with whom TS was already involved in preliminary or advanced discussions relating toward the sale of a license to Lead (as of the date of the TSLF); or
  3. for whom a TSLF (or similar document) has previously been submitted to TS by Referrer or any other third party; or
  4. for whom Referrer did not Actively Participate in the development and/or solicitation of the Lead.
- iii. Referrer acknowledges that it shall be solely responsible for and shall bear all costs associated with Referrer's development of any Leads for referral to TS.

**b. TS's Obligations Upon Lead Referral**

- i. TS hereby authorizes Referrer to refer Leads to TS in exchange for the remuneration listed section 3.a.
- ii. TS shall upon submission of a TSLF from Referrer promptly review the TSLF to determine whether to accept or reject the Lead as commissionable under the conditions of lead referral and acceptance section above, or other commercially reasonable reason as determined by TS.
- iii. TS will notify Referrer within thirty (30) business days ("Notification Date") of receipt of the TSLF as to whether the Lead submitted by Referrer to TS is commissionable.
- iv. Upon acceptance of a Lead as commissionable, TS shall be solely responsible for all costs associated with the sale of services to said Lead.

**c. Mutual Obligations Re: Lead Development/Sale.**

- i. Each Party will cooperate with the other to develop and execute a strategy to best serve the needs of the Commissionable Lead, including how the Parties will work separately or together, if at all, regarding the Lead.
- ii. Each Party will, upon request of the other Party, provide the other with all non-confidential information it has regarding a Lead in order to assist the other party in (i) verifying the eligibility of the Lead as commissionable; and/or (ii) successfully soliciting the Lead to purchase TS products.
- iii. Each Party will, upon request of the other Party, in its reasonable discretion, provide the other Party with information regarding its services and/or products. Such information shall include sales and marketing materials and informal training. Any training provided under this Section shall be conducted at mutually agreed times and places and shall be conducted in accordance with the training Party's discretion.
- iv. Each Party will conduct all of its business in its own name and in a business-like and professional manner. Referrer will not make any representations or guarantees concerning the TS Services. Referrer will not take any action that may disparage TS or the TS Services.

**3. COMMISSIONS/REFERRAL FEES.**

- a. **Payment.** Subject to the terms and conditions of this Agreement, TS will pay Referrer a commission as determined by schedule set forth in Exhibit "A" for each Commissionable Lead referred by Referrer to TS in compliance with the requirements of Section 2 above, that enters into a License Agreement with TS. The payment of commissions will be made in U.S. Dollars. Referrer shall be solely responsible for payment of any and all national, state, and local taxes and charges arising from or imposed on the payments made to Referrer by TS. If a Commissionable Lead requests and obtains a refund of any fees within six (6) months after execution of a Subscription Agreement, the amount of the applicable Commissions paid to Referring Party will be set-off against any subsequent Commissions earned by Referrer.
- b. **Payment Timing.** Commissions under this Section shall be due no later than the last day of the month following the month after TS actually receives the applicable payment of fees from the Commissionable Lead, but in no case earlier than the expiration of any return period agreed to by TS and the Commissionable Lead.

#### **EXHIBIT A - PARTNER COMMISSION FORMULA**

For each Commissionable Lead, TS will pay Referrer as specified below, of the actually received income by TS from the Commissionable Lead from the provision of TS Services to such Commissionable Lead during the twelve (12) month period beginning on the date TS receives the Lead Referral Form.

1. Referrer documented the introduction of the Lead on a TSLF, submitted the completed TSLF to TS for review and provided details of Commissionable Lead opportunity to TS and / or multiple Referrer's involved in selection of TS by Commissionable Lead  
(5% payable as a commission payment).
2. Following a referral of a Commissionable lead as per subsection (1), Referrer actively participated with introduction of TS to Commissionable Lead  
(10% payable as a commission payment)
3. In the case in which a Commissionable Prospect pays TS monthly or quarterly, TS will compensate the Partner by matching the payment schedule of the Commissionable Prospect for one year.

No commissions will be paid to Referrer for renewals, professional services, support services, training services or third party software products purchased by the Commissionable Lead under the License Agreement or any other agreement between such Commissionable Lead and TS.

This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

## Referrer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Referrer

  
\_\_\_\_\_  
For Dietrich Nguyen Inc. dba Triple Strength