



## Partner Referral Agreement

PLEASE READ THIS CAREFULLY, BY SIGNING OR CLICKING “ I ACCEPT” AND SUBMITTING A LEAD REGISTRATION FORM, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR PARTICIPATION IN THE OMI PARTNER REFERRAL PROGRAM (THE “PROGRAM”).

This Agreement (the “Agreement”) is made between Outsource Management Inc. (OMI) a Georgia Corporation, and the person that submits a lead registration form via the OMI website at [www.omi.co](http://www.omi.co) (“Partner”). This Agreement is effective as of the date Partner first submits a lead registration form (the “Effective Date”). Capitalized terms are defined in Section 1 below.

### 1. DEFINITIONS.

1.1 “Actively Participate” means a Partner’s active engagement in the introduction of a qualified lead to OMI through an in-person meeting, joint sales call, email or telephone introduction, and includes Partners “continued” support of OMI throughout the sales process.

1.2 “Compensable Referral” means a qualified referral that executes an OMI Services Agreement within (6) months after the referral date.

1.3 “Lead” means a prospective customer for the Services referred to OMI by Partner, and registered with OMI by means of a Lead Registration Form pursuant to this Agreement.

1.4 “Qualified Referral” means a lead that at the time of registration (a) is not in the OMI lead or sales process or (b) is not already registered by another OMI Partner. The foregoing notwithstanding, any lead may be designated by OMI as a Qualified Referral, however may be subject to a reduced Referral Fee to be mutually agreed to by the Partner and OMI. OMI has complete and final authority, and sole discretion, to determine if a lead is a Qualified Referral and its determination will be final, binding and non-appealable.

1.5 “Referral Date” has the meaning ascribed to such term in Section 2.3 hereof.

1.6 “Referral Fee” means 20% of the Services revenue recognized by OMI from the initial contract to be paid monthly to Partner for (12) months if services contract is signed within (90) days of the Referral date. If Services contract is signed after (90) days but within (180) days of referral date Partner will receive 12% of the Services revenue recognized by OMI for (12) Months. OMI has complete and final authority, and sole discretion, to determine the Service Revenue recognized by OMI from the initial contract of the Service and its determination will be final, binding and non-appealable. OMI reserves the right to change the Referral Fee from time to time without notice.

1.7 “Receipt” means that OMI has actually received a document from the Partner during normal business hours. If a document is received outside OMI’s normal business hours, the document will be deemed to be in receipt at 8:00am EST on the next business day.

1.8 “Services” means OMI then and currently available services and offerings.

1.9 “Services Agreement” means a written agreement under which OMI provides its deliverables to a Qualified Referral.

### 2. Partner Program Description and Rules.

2.1 Partner can participate in this Program, only by accepting the terms of this Agreement by submitting a Lead Registration Form to OMI via the OMI website at [www.omi.co](http://www.omi.co)

2.2 Leads are registered with OMI only by completing the online Lead Registration Form and submitting it to OMI. A Lead Registration Form must be completed for each specific deployable lead and/or opportunity. For example, if a Lead has multiple divisions or locations and a Partner is working within more than one division or location, Partner must list the detail for multiple divisions or locations defining lead and/or opportunity in whole. Partner will not receive Referral Fee for subsequent OMI Service revenue for multiple divisions or locations for additional OMI Services if not originally defined in Lead and/or Opportunity detail.

2.3 OMI will have ten (10) business days from Receipt to review each Lead Registration Form to determine if the Lead named therein is a Qualified Referral. The date upon which a Lead registration is accepted by OMI is the “Referral Date”.

2.4 Partner will actively participate in support of OMI throughout the sales process.

2.5 Upon request, OMI will provide Partner with detailed status updates regarding Leads and Qualified Referrals.

2.6 Referral Fee will be paid monthly for (12) months upon billing commencement to client for OMI Services. Referral Fees are calculated based on total net revenues from previous month’s OMI Services Fees to OMI customer and Referral Fee will be payable to Partner within 15 days of receipt from OMI customer.

2.7 OMI has complete and final authority, sole discretion, to administer and interpret the Program.

### 3. Additional Provisions.

3.1 OMI may modify the Program and/or Lead Registration Form from time to time. Modifications will be communicated to Partner via email, mail or online.

3.2 OMI reserves the right in its discretion to make any changes in the Services Agreements, including pricing, and to refuse to enter into Services Agreement with any Lead for lack of credit worthiness or for any other reason at its sole discretion.

3.3 Each party understands this Agreement is non-exclusive. Without limiting the generality of the foregoing, Partner acknowledges that nothing in this Agreement prevents or limits OMI from marketing and selling its Services or any other product, in whole or in part, directly or indirectly, to any Leads or



from appointing representatives, resellers, distributors and other marketing agents, without liability to Partner.

3.4 This Agreement is effective as of the Effective Date and will remain in effect for the twelve (12) months after the Effective Date, unless extended by OMI upon written notice to Partner.

3.5 This Agreement may be terminated by Partner upon (30) days written notice.

3.6 If any provision of this Agreement is found to be unenforceable to invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

3.7 This Agreement will not be assigned or transferred by Partner without OMI's prior consent. Any purported assignment or transfer will be null and void.

3.8 This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without regard to the choice of law or conflict of law's provisions thereof. Any action arising under or in the connection with this agreement may be brought (a) in any appropriate state court sitting in Forsyth County, Georgia (b) in any federal court sitting in the Northern District of Georgia (collectively, the "Permitted Courts") and the parties: (a) consent to the jurisdiction of the Permitted Courts in such actions and (b) agree not to plead or claim that such litigation brought in the Permitted Courts has been brought in an inconvenient forum. Any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

3.9 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

3.10 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Partner has no authority of any kind to bind OMI in any respect whatsoever.

3.11 All notices under this Service Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized

overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

3.12 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR AN CONSEQUENTIAL, INCIDENTAL, INDIRECTOR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OMI'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION IS LIMITED TO \$500.00.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of \_\_\_\_\_, 20\_\_ (the "Agreement Date").

**PARTNER:**

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED BY OMI:**

**OUTSOURCE MANAGEMENT, INC.**, a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_