

## Strategic Alliance Agreement

This Strategic Alliance Agreement (this "Agreement") is entered on \_\_\_\_\_, by and between Board Director, LLC, located at 1 Caldwell, Avondale, Pennsylvania 19311 (hereinafter referred to as "Board Director"), and \_\_\_\_\_ (hereinafter known as "Strategic Partner"), located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

### WITNESSETH:

WHEREAS, Board Director, LLC and \_\_\_\_\_, agree the Board Director will supply Board Director Software for the Strategic Partner's customers and prospects.

NOW, THEREFORE, in consideration of the foregoing and of the mutual premises hereinafter expressed, the parties hereto do mutually agree as follows:

### Scope of Strategic Alliance

1. Strategic Partner agrees to exclusively work with Board Director specifically for the Board Director Software and the maintenance thereof and keep all information exchanged between Board Director and Strategic Partner confidential during this partnership.
2. Under this agreement, Strategic Partner agrees to provide leads to Board Director. These leads will be defined as customers or prospects who are interested in subscribing to Board Director Software. Strategic Partner agrees to contact all leads and complete the sales process, implement order fulfillment, and facilitate ongoing customer service.
3. Strategic Partner will be compensated 50% fee for all sales generated from the Strategic Partner's leads. Checks will be paid by Board Director to Strategic Partner every month based on how many sales were generated so long as Board Director receives the funds from the new customers. Strategic Partner agrees to adhere to Board Director's terms of this agreement and as part of our integrity program agrees to return any commission due to a chargeback.
4. Strategic Partner agrees to communicate weekly with Board Director. This communication can be via email, text, or phone and will focus on each week's sales activities and leads generated. Board Director still expects weekly communication to review the week's results even if there are no leads for a given week.
5. Termination: Either party may terminate this agreement at any time and for any reason, so long as a good faith effort has been made to resolve any potential issues.
6. All billing will be processed directly by Board Director P.
7. Any changes to this agreement must be approved in writing by Board Director.

Board Director's Business Improvement Program ("BIP"), and other proprietary information and associated products, copyrights, trademarks, trade names and logos developed by Principal shall remain the property of Board Director, LLC.

### **Period of Performance**

This Agreement shall be effective as of the date first set forth above and, shall expire on the later of (i) \_\_\_\_\_ from the date hereof. This Agreement shall be automatically renewed in perpetuity unless either party gives 90-day written notice of termination to the other party prior to the date of expiration. Notwithstanding the foregoing, this Agreement shall be earlier terminated by mutual agreement of the parties.

### **Management**

Each party shall designate a partner, officer or other senior person to be responsible for the overall administration of this Agreement.

### **Confidential Information**

The parties acknowledge and agree that in the course of the performance of the Board Director's Services and the Strategic Partner Services (collectively, the "Services") or additional services pursuant to this Agreement, that each may be given access to, or come into possession of, confidential information of the other party which information may contain trade secrets, proprietary data or other confidential material of that party. Materials used in any engagement undertaken pursuant to this Agreement shall not be altered or changed without the consent of both parties.

### **No Partnership**

Nothing herein contained shall be construed to imply a joint venture, partnership or Board Director-agent relationship between Strategic Partner and Board Director, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. The parties do not contemplate a sharing of profits relating to the Strategic Partner's Services or the Board Director's Services so as to create a separate taxable entity under Section 761 of the Internal Revenue Code of 1986, as amended, nor co-ownership of a business or property so as to create a separate partnership under the law of any jurisdiction. Accordingly, for tax, property and liability purposes Strategic Partner will provide the Strategic Partner's Services, and Board Director will perform the Board Director's Services, each on a professional basis and as an independent contractor of the other. Revenues and expenses relating to the Services and any additional services shall be reported separately by the parties for tax purposes. During the

performance of any of the Services, Strategic Partner's employees will not be considered employees of Board Director, and vice versa, within the meaning or the applications of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. Strategic Partner 's personnel who are to perform the Strategic Partner's Services or additional services to be provided by Strategic Partner hereunder shall be under the employment, and ultimate control, management, and supervision of Strategic Partner. Board Director's personnel who are to perform the Board Director Services or additional services to be provided by Board Director hereunder shall be under the employment, and ultimate control, management, and supervision of Board Director. It is understood and agreed that Strategic Partner's employees shall not be considered Board Director's employees within the meaning or application of Board Director's employee fringe benefits programs for the purpose of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization, and surgical benefits, and vice versa.

### **Trademark, Trade Name and Copyrights**

Except as expressly provided herein, this Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks or copyrights.

### **Indemnification**

Each of Strategic Partner and Board Director, at its own expense, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including reasonable attorney's fees) resulting solely and directly from the indemnifying party's negligence or willful misconduct. Neither Strategic Partner nor Board Director shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Strategic Partner and Board Director agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

### **Limitations of Liability**

a. Exclusion of damages

Each party agrees that in no event will the other party or its suppliers or licensors be liable, under any theory of liability, however arising; for any costs of cover or for indirect, special, incidental, or consequential damages of any kind (including any loss of use, interruption of business, loss of business profits, loss of business information, and the like) arising out of this agreement, even if such party has been advised of the possibility of such damages. These limitations shall apply despite any failure of essential purpose of any limited warranty or remedy

#### **b. Limitation on damages**

If there shall be any liability of one party to the other that arises out of or is in any way connected to this Agreement, each party's aggregate liability for all damages, losses and causes of action whether in contract, tort (including negligence) or otherwise, either jointly or severally, shall not exceed the total amounts paid by the claiming party to the liable party during the 24 months immediately preceding the day that the act or omission occurred that gave rise to the claim. Each party acknowledges that the other is not an insurer; that the payments made by hereunder are based solely on the value of the services and are not sufficient to warrant assuming any risk of consequential or other damages due to negligence or failure to perform. Due to the nature of the services to be performed, it is impracticable and extremely difficult to fix the actual damages, if any, which may result (proximately or otherwise) from negligence or failure to perform under this agreement. This limitation of liability reflects an allocation of risk between the parties in view of the fees charged, is not a penalty, and shall be exclusive. The limitations in this agreement shall apply despite any failure of essential purpose of any limited warranty or remedy.

#### **Non-solicitation of Personnel**

Board Director and Strategic Partner agree not to engage in any attempt whatsoever, to hire, or to engage as independent contractors, the other's employees or independent contractors during the term of this Agreement and for a period of 24 months following expiration or termination of this Agreement except as may be mutually agreed in writing.

#### **Intellectual Property**

Work performed on engagements pursuant to this Agreement by either Strategic Partner and/or Board Director and information, materials, products and deliverables developed in connection with engagements pursuant to this Agreement shall be the property of the respective parties performing the work or creating the information. All underlying methodology utilized by Board Director and Strategic Partner respectively which was created and/or developed by either prior to the date of this Agreement and utilized in the course of performing engagements pursuant to this Agreement shall not become the property of the other.

## **Entire Agreement**

This Agreement together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.

## **Conflict**

In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

## **Assignment and Delegation**

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

## **Notices**

Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or registered or certified U.S. Mail, and shall be deemed duly given upon receipt, or if by registered or certified mail 7 following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

## **Severability**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

This Strategic Alliance Agreement is executed and agreed to by:

*Michael Barrick*

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Michael Barrick  
michael@boarddirector.co  
January 13, 2016 at 04:05 am  
Recorded at IP 71.175.66.251

**Waiting for signature**

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Beth Finch