BPE Global Referral Program Agreement

BPE Global offers interested persons the opportunity to refer potential clients in exchange for a referral fee payment. To participate in this program you must accept this Referral Program Agreement by clicking the appropriate box during your account set up.

THIS AGREEMENT is made by and between BPE Global, whose address is 139 Pierce Street, San Francisco, CA. 94117, hereinafter referred to as "Company," and you, hereinafter referred to as "Referral Partner".

WHEREAS, Company provides global trade consulting services, and:

WHEREAS, Referral Partner desires to promote Company's services in accordance with the terms and conditions of this Agreement in exchange for a referral fee payment.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby appoints Referral Partner as an authorized non-exclusive independent representative to promote all services provided by Company and to refer interested parties back to Company.

2. Referral Partner shall devote such time, energy and skill as desired to promote the sale of Company's services during the term of this Agreement.

3. Referred Opportunity Eligibility Criteria

A qualifying referral will be determined at the sole discretion of Company in accordance with the following criteria:

a) The referral is submitted in writing to any Company employee.
b) The prospective customer does not already have a business relationship with Company.
c) An identical or substantially similar referral from an alternate source for the same opportunity has not already been received by Company.
d) The prospective Client signs an engagement proposal from Company for the opportunity described by Referral Partner.
e) This agreement is valid for submission of the referral for this prospective customer only and for the period of validity described in the Company's engagement proposal.
f) No responsibility will be taken by Company for referrals that are illegible, lost, misdirected, improperly recorded or not received for any other reason.
g) A referral may be disqualified at the sole discretion of Company if Referral Partner breaches any of the terms and conditions of the Referral Program.

4. For each referral made by the Referral Partner that results in the sale of Company's services (i.e. signing of BPE Global engagement proposal), Referral Partner shall be entitled to a referral fee payment

of 5% of the total amount billed during the first 12 months of the contract up to a maximum of $5,000. The referral fee is calculated as follows:

> Example 1 – If Referral Partner refers a potential customer and Company ends up signing a $43,500 contract with that customer, the total referral fee to be paid would be $2,175.
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> Example 2 - If Referral Partner refers a potential customer and Company ends up signing a $1,000,000 contract with that customer, the total referral fee to be paid would be $5,000.

The referral fees set forth in this paragraph shall begin to accrue as of the date of acceptance of this Agreement by the Referral Partner; provided.

Referral Fees will be paid via check in US currency to Referral Partner quarterly after Company receives payment in full from the referred customer in accordance with the terms and conditions of Company's contract with them. All payments will be sent to Referral Partners by regular mail in accordance with the mailing information provided to Company via the IRS Form W-9. Company shall not be responsible for any lost, misplaced or undelivered mail and shall not have any obligation with respect to the updating of Referral Partner mailing address information. Referral Partner is solely responsible for all applicable federal, state, and local taxes.

Company's obligation to pay referral fees to Referral Partner shall be considered fulfilled upon payment of the agreed upon referral fees, as described herein. Company shall then be discharged and released of any further obligation to pay referral fees to Referral Partner on that particular sale and any future sales to the same customer. Referral Partner may not refer themselves and will not receive a discount equivalent to the referral fee amount on their own projects.

5. During the term of this Agreement, Referral Partner may request sales literature from Company. Upon termination of this Agreement, Referral Partner agrees to return all remaining sales literature in its possession.

6. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Referral Partner. Referral Partner shall be an independent contractor. Company will not withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Referral Partner under this Agreement. Referral Partner shall not be considered an employee of Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees. Referral Partner shall be free to utilize their time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement. Referral Partner will be required to complete a Form W-9 prior to receiving the first referral fee and will receive a Form 1099 annually from Company.

7. Referral Partner shall bear any and all costs or expenses incurred by Referral Partner to perform their obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone expenses.

8. The rights, duties and benefits of Referral Partner under this Agreement are personal and may not be assigned or delegated to anyone and do not inure to the benefit of any other person.

9. Referral Partner is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's services without express written authorization from Company.

10. Referral Partner shall indemnify and hold Company harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Referral Partner or their agents or representatives.

11. Referral Partner certifies that there no conflicts of interest, breach of confidentiality, non-solicitation or non-compete obligations regarding the potential client, the Referral Partner's company or any other party to this Agreement.

12. This agreement, and all transactions contemplated hereunder, shall be governed by, construed and enforced in accordance with the laws of the State of California. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in San Francisco County, State of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

13. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above or provided by Referral Partner during the course of business.

14. Procedures for termination are as follows:

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) days' notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

15. This Agreement contains the entire agreement between the parties and any representation, promise or condition, expressed verbally or in writing, not incorporated herein shall not be binding upon either party.

Referral Partner Name:_____

Address: _____

City, State, Zip: _____

_____
[Name]

_____
[Title]

_____
[Date]

For BPE Global:
139 Pierce Street
San Francisco, CA 94117
Telephone: +1.877.264.3836
Email: info@bpeglobal.com

_____
Beth Pride

_____
President

_____
Date