

PeopleForce Solutions, Inc. Referral Partner Agreement

THIS AGREEMENT is made as of the ____ day of _____, 20__, between PeopleForce Solutions, Inc., a Michigan corporation with its principal offices in Ann Arbor, Michigan ("PFS") and _____ a _____ corporation with its principal offices in _____, ("Referral Partner").

IT IS AGREED AS FOLLOWS:

1. Compensation and Terms

a. Referral Business

Referral Partner providing a sales lead that closes business with PFS within 120 calendar days will be paid three percent (3.0%) of the contract's first twelve (12) months of revenue. PFS will be responsible for configuring the deliverable and proposal; setting the sales price; negotiating the close and invoicing the end customer.

b. Lead

A lead is defined as a business that has conveyed interest in evaluating a PFS product or service offering.

c. Referral Payment

Referral Partner will be paid 50% of the full referral commission on cash receipt of the end customer's setup fees. Referral Partner will be paid the remaining referral commission by the time of the cash receipt of the 6th month's billing. If end customer terminates services for any reason, then all subsequent remaining referral commission payments are cancelled and void.

d. Changes

PFS reserves the right to change the products and services offered under this Agreement at any time.

2. Term of Agreement; Termination

- a. This Referral Partner Agreement shall remain in effect for a period of one (1) year and shall commence on the date the both parties sign this Referral Partner Agreement.
- b. Either party shall have the right, in its sole discretion, to terminate this Agreement without cause upon written notice at anytime. All outstanding commissions from orders closed prior to the date of written notice will continue to be paid to Referral Partner through the order's contract term or else the date if customer terminates the order early.
- c. Either party may terminate this Agreement and all outstanding commissions immediately, upon written notice to the other party, if the other party or any of its employees breaches any obligation under this Agreement and such party fails to cure the breach within thirty (30) days after demand to cure.

- d. Either party shall have the right to terminate this Agreement and all outstanding commissions in the event that the other party is declared insolvent, makes a general assignment for the benefit of creditors or a petition for bankruptcy, reorganization, dissolution or liquidation is filed by or against it.
- e. All provisions that by their nature are intended to survive any termination of this agreement shall survive.

3. Confidentiality, Nondisclosure

a. Confidentiality

The Referral Partner acknowledges that the techniques, plans, programs, pricing information, the terms of this Agreement, PFS developed know how and procedures incorporate confidential and proprietary information developed or acquired by or licensed to PFS (the "Information"). The Referral Partner will take all reasonable precautions necessary to safeguard confidentiality of the Information, including (i) those taken by Referral Partner to protect its own confidential Information and (ii) those which PFS may reasonably request from time to time. Referral Partner will not allow the removal or defacement of any confidentiality or proprietary notice placed on the add-ons or other items of Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b. Disclosure

Referral Partner agrees that it will not disclose the Information, except to (i) end users as needed to effectively sell PFS services and (ii) those of Referral Partner's employees who require access in order to perform the business of Referral Partner.

c. Use

Referral Partner will use the Information solely to perform its marketing and services activities as contemplated under this Agreement. All materials and content provided by PFS to Referral Partner is a right-to-use license. PFS retains sole ownership of materials and content.

4. Representations and Warranties

- a. Each party represents and warrants that it has the right and authority to enter into this Agreement. Each party shall not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation or encumbrances that would prevent it from performing under this Agreement.
- b. Both parties represent and warrant that they will, at their own expense comply with all laws, regulations and other legal requirements that apply to them with respect to this Agreement, including copyright, privacy and communications decency laws. Both parties represent and warrant that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement.
- c. THE WARRANTIES SET FORTH IN THIS SECTION 4 ARE THE ONLY WARRANTIES MADE BY PFS. PFS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, WITH RESPECT TO ITS SERVICES, ANY RELATED SERVICE OR SOFTWARE, OR THE FITNESS OF THE SPACE FOR REFERRAL PARTNER'S USE. PFS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY PFS, ITS EMPLOYEES, LICENSORS OR THE LIKE WILL CREATE A WARRANTY.

5. Limitation of Liability

- a. In no event shall either party be liable for special, incidental, consequential damages of any nature, for any reason, including without limitation the breach of this Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the party has been warned of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY'S ENTIRE LIABILITY TO OTHER PARTY CONCERNING PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE OR IN TORT, SHALL NOT EXCEED THE TOTAL VALUE OF THE MONTHLY FEES PAID UNDER THIS AGREEMENT.

6. Other Provisions

a. Non-Assignment

Referral Partner may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without PFS's prior written consent. PFS may assign its rights and obligations under this Agreement, and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement is binding on, inure to the benefit of, and is enforceable against the parties and their respective successors and assigns.

b. Independent Contractors

The parties are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, or Referral Partners or in a joint venture.

c. Non Solicitation; Hiring Restrictions

Referral Partner agrees that during the term of this Agreement, it will have the opportunity to work with numerous PFS employees. Referral Partner acknowledges that PFS's employees are highly trained in all aspects of time and attendance services. In order to protect the integrity of its work force, PFS requires as a condition to its execution of this Agreement, that Referral Partner affirmatively agree that it shall not, during the period of this Agreement and for a period of two (2) years thereafter ("Restricted Period"), directly or indirectly, solicit for employment, entice away from PFS for hire, employ, or use (e.g. in an independent contractor relationship or similar arrangements) any employees of PFS. As further clarification, Referral Partner agrees that even if a PFS employee initiates contact with Referral Partner for purposes of seeking employment opportunities, Referral

Partner is prohibited from hiring such person during the Restricted Period. Referral Partner is prohibited from doing anything that would in any way facilitate the hiring of any PFS employee by any end user or other party related or unrelated to Referral Partner. The provisions of this Part shall survive the expiration or termination of this Agreement.

d. Non-Waiver

Failure of either party to enforce any of its rights hereunder shall not be deemed to constitute a waiver of its future enforcement of such rights or any other rights.

e. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future laws, such item shall be struck from the Agreement; however, such invalidity or enforceability shall not affect the remaining provisions or conditions of this Agreement. The parties shall remain legally bound by the remaining terms of this Agreement, and shall strive to reform the Agreement in a manner consistent with the original intent of the parties.

f. Force Majeure

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence beyond its reasonable control or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay as long as such delay remains beyond such party's reasonable control or a period of three (3) days, whichever is shorter.

g. Governing Law

This Agreement shall be deemed to have been made in the State of Michigan in the County of Washtenaw, and the provisions and conditions of this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Michigan, without regard to conflict of law provisions.

h. Integration

This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto, unless evidenced by a writing duly signed by authorized Referral Partners of the respective parties hereto.

i. Compliance with Laws

You will comply with all applicable laws and regulations and will indemnify and save PFS harmless from your failure to so comply. PFS will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.

j. Notices

Any required notices hereunder shall be given in writing by certified mail or

overnight express delivery service at the address of each party set forth in the introduction to this agreement, or to such other address as either party may from time to time substitute by written notice. Notice shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

- k. No Waiver
PFS's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of PFS's right to subsequently enforce the provision or any other provisions of this Agreement.
- l. No action, regardless of form, may be brought by either party more than six (6) months after the cause of action has arisen.
- m. This Agreement supersedes all prior or contemporaneous representations, negotiations or other communications between the parties relating to the subject matter of this Referral Partner Agreement. This Agreement may be amended only in writing signed by authorized Referral Partners of both parties.

PeopleForce Solutions, Inc. Referral Partner Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement.

PeopleForce Solutions, Inc. ("PFS")

_____ (**"Referral Partner"**)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____