

REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is entered into as of _____, 2018 (the "Effective Date") by and between the undersigned ("Representative") and LobbyGuard Solutions, LLC ("LobbyGuard"). Representative and the LobbyGuard shall sometimes be referred to individually (as applicable) as a "Party" or collectively as the "Parties".

Background. LobbyGuard develops, markets and sells visitor management products known as "LobbyGuard" (the "Products"). LobbyGuard is running a referral program whereby individuals can assist LobbyGuard in the promotion of the Products by distributing to potential customers of the Product ("Customers") information cards provided by LobbyGuard that describe the Products (the "Cards"). Representative has agreed to participate in such program, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Representative and LobbyGuard agree as follows:

1. **Term:** This Agreement will commence on the Effective Date and will continue until terminated by either Party. Either Party may terminate this Agreement at any time upon written notice to the other Party.
2. **Party Obligations**
 - a) From time to time during the term of this Agreement, LobbyGuard may provide Representative with Cards.
 - b) Representative will, at its sole cost and expense, distribute Cards to Customers.
 - c) Representative shall: (i) not make any commitments to Customers, (ii) conduct all of its activities in its own name and not represent itself as anything other than an independent contractor, (iii) not make any representations or warranties regarding the Products, (iv) not distribute any materials or information to Customers other than Cards, (v) not engage in any promotion, marketing or advertising of the Products (other than the distribution of the Cards to Customers, (vi) not use any of LobbyGuard's trademarks, trade names, service marks or logos and (vii) conduct its activities in an ethical manner, reflecting favorably upon the Products and the valuable reputation, goodwill, and image of LobbyGuard.
 - d) Each Party will be solely responsible for the costs and expenses incurred to fulfill such Party's obligations hereunder.
3. **Fees and Commission Structure**
 - a) Each Card will have a referral code unique to Representative (the "Referral Code"). If, during the term of this Agreement or the three month period immediately following the date this Agreement terminates, LobbyGuard receives the Referral Code from a Customer at the time such Customer purchases a Product (a "Qualified Sale"), Representative will receive a referral fee equal to \$300 for each Product Sold in connection with such Qualified Sale (the "Referral Fee"). A Product will be deemed "Sold" at the time LobbyGuard receives payment in full for the Product sold in a Qualified Sale.
 - b) Notwithstanding anything to the contrary in this Agreement, in no event will Representative be entitled to Referral Fees under this Agreement in excess of \$3,000 per Customer, where "Customer" includes all direct and indirect affiliates of an entity purchasing Product. For example, if (1) Party A purchases Products in a Qualified Sale and the Referral Fees are \$3,000, and (2) one month after such purchase an affiliate of Party A purchases Products in a Qualified Sale, no additional Referral fees will be paid to Representative.
 - c) A Referral Fee will be paid to Representative within fifteen (15) days following the date on which a Product is Sold.
 - d) If at any time LobbyGuard reasonably determines that Representative has breached the terms of this Agreement, LobbyGuard may (without limiting any other rights or remedies available to LobbyGuard) terminate Representative's rights to Referral Fees payable to Representative under this Agreement and Representative shall, at the time of such determination, be deemed to have forfeited its rights to Referral Fees hereunder. In such an event, LobbyGuard will notify Representative of the same.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LOBBYGUARD SHALL NOT BE LIABLE TO REPRESENTATIVE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST REVENUE AND LOST PROFITS).

5. Governing Law; Arbitration.

This Agreement will be governed by the laws of the State of North Carolina without regard to its conflicts of law provisions, provided that matters affecting copyrights, trademarks and patents will be governed by U.S. federal law. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Raleigh, North Carolina, in accordance with the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered, confirmed and reduced to judgment in any North Carolina court of competent jurisdiction. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any Party.

6. Miscellaneous.

- a) The Parties agree and acknowledge that the relationship between them is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture between the Parties and neither Party is the other's partner, employee, agent, or representative.
- b) This Agreement contains the entire understanding of the Parties and supersedes any prior written or oral expressions of the subject matter hereof.
- c) This Agreement may not be modified, altered or amended except by written agreement of all the Parties hereto.
- d) Representative shall not assign or subcontract its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of LobbyGuard.
- e) This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute but one and the same instrument.
- f) Notices regarding a breach of this Agreement or termination must be in writing and delivered personally or by a commercial carrier which provides proof of delivery with postage prepaid.

LobbyGuard Solutions, LLC

Representative:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Shipping Address: _____

Email: _____

Phone: _____