



Referral Agent Agreement

THIS REFERRAL AGENT AGREEMENT (“Agreement”) is entered into as of “Effective Date” listed below, by and between Argus Partners LLC (a Texas LLC), doing business as “Argus IT Services” or “Argus Talent Services” or “Argus Connection” or “Argus” (“Argus”) with offices at 1111 West Carrier Pkwy, Suite 300, Grand Prairie, TX 75050 and the Referral Agent (“Referral Agent”) listed below, (collectively the “Parties” or individually a “Party”).

Referral Agent

Company/Name	
Title	
Email	
Work Phone	
Cell Phone	
Effective Date	

WHEREAS, Argus wishes to engage Referral Agent on a nonexclusive basis, and in accordance with the terms hereof, to aggressively market Argus Services (defined below) to find Registered Potential Contract Opportunities (defined below);

WHEREAS, Referral Agent warrants that the Referral Agent’s performance of such services shall not conflict with any of the Referral Agent’s obligations, duties, or responsibilities to any third party; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services Provided. For the term of the Agreement and any renewal terms, the Referral Agent agrees to use reasonable commercial efforts to identify potential contract opportunities for IT services, projects, staffing, consulting, products, software, and ongoing support in the desktop, data center, and mobile marketplace for the procurement, supply chain management, storage, imaging, preparation, delivery, installation, support, management, movement, relocation, removal, decommissioning, end of life management, data destruction, staffing, consulting, and other related offerings of Argus (“Argus Services”). Referral Agent will coordinate sales efforts with Argus’s sales personnel, as agreed by the Parties. Referral Agent shall, at Argus’s request, introduce Argus to employees or departments responsible for making purchasing decisions related to potential contract opportunities, such as the purchase of Argus’s products and services. Referral Agent is not authorized to negotiate specific transaction terms and conditions. Notwithstanding any other provision in this Agreement, Argus may in its sole discretion and without penalty or obligation, reject or refuse to negotiate or enter into an Argus Contract with any third party.

2. Term and Termination. The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year. The term shall be extended automatically beyond the initial term for successive one (1) year periods, provided that this Agreement may be terminated for convenience by either Party upon thirty (30) days written notice to the other Party. If this Agreement is terminated for convenience, then Referral Agent shall receive any Agent Fees (as hereinafter defined) it is otherwise entitled to receive under the terms of this Agreement for a period of six (6) months from the initial date of written notice of termination for convenience (beginning of the thirty (30) day notice period). Argus may terminate this Agreement for cause immediately upon notice to the Referral Agent, without any liability to Referral Agent or any third party, if: (i) Referral Agent fails to perform any provision of this Agreement, and such failure continues uncured for a period of thirty (30) days after the date of notice to Referral Agent from Argus identifying the breach; (ii) Argus reasonably suspects fraud or



material misrepresentation by Referral Agent or any actual or potential third party customer; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Referral Agent has occurred; (iv) any governmental prohibition or required alteration of the Services to be provided hereunder; or (v) any violation of an applicable law, rule or regulation by Referral Agent has occurred. If this Agreement is terminated for cause, then Referral Agent shall not receive any further Agent Fees and any rights to then accrued but unpaid Agent Fees shall immediately revert back to Argus as of the initial date of the notice (beginning of the thirty (30) day notice period).

3. Agent Fees. With respect to each Argus Contract for which Referral Agent has substantially and directly assisted in Origination or Account Management (defined in Exhibit A), and subject to the other restrictions set forth herein, Argus shall pay to Referral Agent a fee for each Argus Contract at the rates set forth in the attached Exhibit A ("Agent Fees"). Argus will not pay Agent Fees on any amounts that have not been received from customers (collected) by Argus or prepaid by customers. In the event that Agent Fees are paid on revenue prior to earning and collecting such revenue, and it is later determined that such revenue is not earned or collectible, then the amount of Agent Fees previously paid shall be credited against Agent Fees on other revenue otherwise due to Referral Agent, Agent Fee Recapture. In the event Agent Fee Recapture is not sufficient to allow Argus to recover all funds due to Argus, then Argus may invoice the agent for any deficiency and Agent agrees to pay Argus said invoice within thirty (30) days. Argus may change the Exhibit A commission structure upon thirty (30) days written notice or at any time by mutual consent. The changes will apply to those Customer Contracts signed after the effective date of the change (end of the thirty (30) day notice period).

4. Registration. Referring Party shall provide to Argus for registration the contract opportunities of prospective customers for Argus Services. Argus may, in its sole discretion, grant or deny registration of prospective contract opportunities based on factors that include but are not limited to Argus's current sales and marketing activities related to such prospective contract opportunities, prior existing business relationships related to such prospective contract opportunities, and the sales and marketing activities of other Referring Parties, or resellers of Argus Services. Notice of any contract opportunity that has been accepted by Argus as being registered by the Referring Party (a "Registered Prospective Contract Opportunity") shall be delivered to Referring Party pursuant to Section 9. Failure of Argus to respond to registration requests within ten (10) business days shall be deemed denial of registration. Prospective contract opportunities shall remain registered for six months from the date notice of registration is delivered to Referring Party. Upon the expiration of a registration, Referring Party may elect to submit an additional request for registration.

5. Exclusivity. Referral Agent agrees that its rights to locate potential contract opportunities for Argus is non-exclusive and that Argus may, in its sole discretion, enter into agreements with other parties to locate potential contract opportunities. Referral Agent agrees that during the term of this agreement, during the term of any renewal, and during the six (6) months following a termination for convenience, Referral Agent shall not refer any Current or Prospective Argus Customer to any third party companies marketing products or services substantially similar to the Argus Services. A Prospective Argus Customer is defined as a potential contract opportunity prospect for whom Argus has invested material effort in areas such as defining business requirements, designing technical and business solutions, and creating proposals. When the customer is not a Current or Prospective Customer of Argus, Referral Agent is not restricted from engaging, bidding, and contracting third party companies with substantially similar products and services when required by a contract or fiduciary responsibility that the Referral Agent has with another entity.

6. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR THE LOSS, DAMAGE OR DESTRUCTION OF DATA, PROFIT OR GOODWILL EVEN IF SUCH PARTY HAS BEEN ADVISED OF SAME, NOR SHALL EITHER PARTY'S LIABILITY IN ANY EVENT EXCEED THE AMOUNTS PAID OR PAYABLE TO REFERRAL AGENT BY COMPANY HEREUNDER.

7. Indemnification. Referral Agent shall indemnify and hold Argus, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, negligence, intentional misconduct or violation of any applicable law or governmental regulation by Referral Agent pursuant to this Agreement, regardless of cause or due to the sole, joint, comparative



or concurrent negligence of Argus, its officers, agents, or employees. Likewise, Argus shall indemnify and hold Referral Agent, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, negligence, intentional misconduct or violation of any applicable law or governmental regulation by Argus pursuant to this Agreement, regardless of cause or due to the sole, joint, comparative or concurrent negligence of Referral Agent, its officers, agents, or employees.

8. **Confidentiality.** "Confidential Information" as used herein means any information which the disclosing Party considers proprietary or confidential and either identifies in writing or orally to be confidential or proprietary or, from all the relevant circumstances should reasonably be assumed by receiving Party to be confidential and proprietary to disclosure Party, but shall not include (i) information which at the time of disclosure was already in the public domain; (ii) information which subsequent to disclosure is made public through no fault of the receiving Party; (iii) information which was lawfully in its possession prior to disclosure, independently developed by it without access to or use of any of the disclosing Party's confidential information, or (iv) information lawfully received from a third party who was not subject to confidentiality obligations with respect to such information. Each Party will safeguard and prevent the disclosure to any third party the Confidential Information of the other, exercising a standard of care not less than that used by the receiving Party to protect its own confidential information. Each Party shall, upon the request of the other party or upon the termination or expiration of this Agreement, return or destroy all tangible copies of any Confidential Information of the other Party in its possession, and shall further delete or destroy any copies of such Confidential Information stored in any computer memory or electronic storage device. The requirements of this section will survive the termination or expiration of this Agreement but terminate with respect to any particular information one (1) year after the termination of this Agreement; provided, however, that the confidentiality obligations of Referral Agent shall extend to the extent necessary to preserve protection for trade secrets in the Confidential Information.

9. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by recognized national or international overnight courier service (if sent by overnight delivery), via electronic mail with confirmation of receipt or three (3) business days after deposit via certified or registered U.S. mail, return receipt requested, in each case addressed as follows (provided that such addresses may be amended from time to time):

If to Argus

Argus Partners LLC
1111 West Carrier Parkway, Suite 300
Grand Prairie, TX 75050
Attn: Stanley Walter, President
Fax: 469-471-0045
Email: swalter@ArgusX.com
Work Phone: 469-471-0035, Ext 5002
Cell Phone: 817-312-3249

If to Referral Agent

Company/Name	
Address	
City, ST Zip	
Attention	
Title	
Fax	
Email	
Work Phone	
Cell Phone	

10. **No Waiver.** The failure of either Party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision of this Agreement.

11. **Binding Effect; Amendment; Assignment; Merger.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns permitted under this section. This Agreement may not be amended except by an instrument in writing, executed by authorized representatives of both Parties. Neither Party may assign or transfer its rights or obligations under this



Agreement without the written consent of the other Party, except: (a) to any subsidiary, parent company, or affiliate of that Party; (b) pursuant to any sale or transfer of substantially all of the business of that Party; or (c) pursuant to any financing, merger, or reorganization of that Party. Any assignment of this Agreement in violation of this section shall be void. This Agreement, including the exhibits attached hereto, embodies the Parties' complete and entire agreement with respect to the subject matter hereof.

12. Relationship of the Parties. Nothing contained in this Agreement shall be deemed to form a partnership or joint venture or similar relationship between the Parties or to confer rights on any third party, and each Party hereto shall conduct itself under this Agreement as an independent contractor.

13. Use of Name and Trademarks. Argus approves the use of its name, logo, trademarks, service marks and other proprietary identifying marks by the Referral Agent when communicating verbally and in writing (e.g. presentations, business solution proposals, email) to prospective customers (Prospects) and marketing or proposing Argus's services to the same. Uses of Argus's proprietary identifying marks not covered above require written permission in advance of the use from an officer of Argus.

14. Arbitration and Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

15. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of laws, rules or provisions. With respect to any suit, action or proceeding relating to this Agreement, each party hereby irrevocably submits to the exclusive jurisdiction and venue of courts located in Tarrant County, Texas.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. A photocopy, electronic or digital copy of a handwritten signature will be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Argus

Referral Agent

Signed	
Print Name	
Title	
Date	

Signed	
Print Name	
Title	
Date	

----- The remainder of this page is blank. -----



Exhibit A - Agent Fees

Agent Fees are based on the category of the service provided (Services, Staffing, Products, and Software), the definition of Gross Profit (GP) for each category, and level of support provided (Origination or Account Management). Fees are paid on cash received (collections) and revenue earned as noted in the agreement. Retired, End of Life, and Used Assets received, processed, and sold by Argus as commodities, parts, components, or whole units are excluded from Agent Fee calculations.

Definitions

Services Gross Profit: GP produced from the delivery of labor or services based activities, whether priced by the hour, project, or task where day to day management of the activities is provided by Argus. GP is defined as the price for the services less the direct costs of the services. For labor provided by Argus, direct cost is the pay rate of the employee multiplied times 1.2 to cover payment by Argus of government mandated taxes and benefits.

Staffing Gross Profit: GP produced from the placement of personnel in temporary positions, temporary to permanent positions, and permanent placement. Positions may be short, medium, or long term, but day to day management of the position is provided by the Client. (Note: Staffing Revenue Agent Fees will not be paid under this agreement if the Agent is operating under a separate Recruiting Services Contract. In that case, the Recruiting Services Contract will take precedence and be the Agent's sole compensation for the Staffing Revenue.) GP is defined as the price for the Staffing service less the direct costs of the Staffing service. For labor provided by Argus, direct cost is the pay rate of the employee multiplied times 1.2 to cover payment by Argus of government mandated taxes and benefits.

Products Gross Profit: GP produced from the resale by Argus of new equipment, products, peripherals, and other items. GP is defined as the price for the Products less the direct costs of acquiring the Products (price, taxes, freight, and other direct costs of acquiring the products).

Software Gross Profit: GP produced from the resale by Argus of software packages or software services. GP is defined as the price for the Software less the direct costs of acquiring the Software.

Origination Referrals: Referrals where the Agent is locating the opportunity and turning the management and communication of the information, status updates, and all other communication and sales pursuit activities over to Argus. Argus is actively and completely managing the sales pursuit, close of the sale, and ongoing, detailed account management. Origination Referrals must be submitted by the Referral Agent and confirmed in writing by Argus to be valid.

Account Management Referrals: Referrals where the Agent is directly and personally involved throughout the sales pursuit, providing information, status updates if appropriate, and other communication to both the Client and Argus. The Agent will assist in preparing and delivering proposals and solutions. The sales pursuit is being led by Argus, but the Agent is actively participating in the sales pursuit through the awarding of the contract, close of the sale, and ongoing, detailed account management. Account Management Referrals must be submitted by the Referral Agent and confirmed in writing by Argus to be valid.

Agent Fees

	Origination Referrals	Account Management Referrals
Services GP	10%	20%
Staffing GP	10%	20%
Products GP	10%	20%
Software GP	10%	20%

----- The remainder of this page is blank. -----