



**TimeDoctor, Inc.**

**Referral Agreement**

This Referral Agreement (this “Agreement”) is made between MyStaff.com, LLC. (d/b/a TimeDoctor, Inc.), with principal offices at 1925 Village Center Circle Suite 150, Las Vegas, NV 89134 USA (“Company”), and \_\_\_\_\_, more fully identified below (“Referring Party”). This Agreement is effective on the date last signed (“Effective Date”).

- 1. Appointment.** Company appoints Referring Party, and Referring Party accepts such appointment, as a non-exclusive, independent referral agent. Company authorizes Referring Party to: (i) identify and secure new potential customers (“Customer”) for Company through Referring Party’s relationships and network; and (ii) serve as the primary introductory broker of the Company’s solutions and services to such Customers, for which Referring Party may receive the commissions set forth in Appendix A. The foregoing appointment is subject to the terms and conditions set forth in this Agreement, which may be modified by the Company on a prospective basis from time to time upon thirty (30) days prior written notice to Referring Party.
- 2. Services.** Referring Party shall assist Company with the sale or license of Company’s Software-as-a Service model (“SaaS Product”) and any other technical services, including but not limited to professional services, customer provisioning services, maintenance services, and customer support services (collectively, “Products”). Referring Party shall familiarize themselves with Company’s Products and other relevant information to refer potential customers to Company (“Services”). All referrals by Referring Party shall be to Company and shall be consistent with the terms of this Agreement.
- 3. Referring Party Obligations.** Referring Party agrees to participate in such training as shall be reasonably required by the Company from time to time to ensure that Referring Party possesses and maintains minimum sales and technical competency to represent and position the Company’s Products. Such training shall be offered on-line, or at other locations as may be agreed upon by the parties. Failure to participate in such training may result in a cancellation of this Agreement. In performance of the Services under the Agreement, Referring Party shall comply with the following terms and conditions:
  - 3.1 Sub-Agents.** Unless Referring Party has obtained the Company’s express, prior written approval, Referring Party shall not and shall cause its subagents or any person on its behalf not to market, sell or distribute to wholesalers or sub-dealers, and also shall not market, sell or distribute by means of telephone, the Internet or any Internet web site, or other commercial online service to anyone who Referring Party does not have an existing relationship with.
  - 3.2 Unfair Practices.** Referring Party shall refrain from engaging in any unfair competitive practices, including but not limited to product disparagement and bait and switch practices and shall comply with all applicable present and future federal, state, county and local laws, ordinances and regulations of all duly constituted authorities. Referring Party shall comply with all relevant governmental requirements.
  - 3.3 Marketing.** Referring Party shall represent the Company’s Products in accordance with the Company’s price lists therefore, as amended and updated by the Company from time to time.
  - 3.4 Cooperation.** Referring Party shall cooperate with Company as reasonably requested by Company in connection with performing the Services.



3.5 Undue Restrictions. Referring Party shall not impose any undue relationship and communication restrictions on Company in working with the referred Customer that would impede Company's normal process in scoping, pricing, selling and the subsequent billing process.

3.6 Representations. Referring Party shall refrain from making any representations, warranties or guarantees to prospective Customers regarding the Company's Products, or to any other person or entity, with respect to the specifications, features or capabilities of such Company Products that are incorrect, deceptive, misleading or otherwise inconsistent with the literature or documentation distributed by such the Company with respect thereto.

#### 4. **Certain Company Rights.**

4.1 Reserved Rights. The Company reserves the right to do any of the following, at its sole discretion: (i) authorize other independent referral agents; (ii) change or discontinue the offering of any of the Company's Products; (iii) change or terminate the level of support offered by the Company; and (iv) market, sell and distribute the Company's Products directly to Customers.

4.2 Company IP Rights. The rights granted herein shall not be deemed to constitute a transfer, sale or conveyance of any ownership of any of the Company's intellectual property or other proprietary rights, including without limitation any proprietary software or hardware, patents, copyrights, trade secrets, or other rights (the "Company IP"), all of which are owned by the Company. Referring Party shall not decompile or reverse engineer any of the Company IP, nor shall Referring Party create or develop, or attempt to create or develop, any derivative work based in whole or in part on the Company IP. Notwithstanding any other terms contained in any other signed writing, Company, its affiliates, and its licensors own all rights, title, and interest in and to the Products, and all related technology and intellectual property rights, including to all modifications, improvements, and derivative works created.

5. **Commissions.** The Referring Party shall be entitled to receive commission in accordance with terms of Appendix A attached to this Agreement. Referring Party shall only be entitled to receive commissions on referrals that meet the Referral Criteria (defined in Section 6) and Customer Criteria (defined in Section 6) for solely the SaaS Product licenses and sales. Referring Party shall not receive and shall not be entitled to commissions for any other services or products offered by Company, including but not limited to trainings, professional services personnel, customer support, and initial configurations and provisioning.

6. **Qualification Criteria for Customers.** The Referring Party shall be entitled to commission for any Customer referral that meets the qualification criteria set forth herein, which shall be determined exclusively by the Company in its sole discretion, and that ultimately purchases the license of the SaaS Product from Company. The Referring Party should make a best effort to refer qualified prospects who have: (a) a relevant project/need; (b) a defined owner; and (c) are in position to allocate budget. The scope of qualified commission is limited to the particular division or area of purchasing jurisdiction controlled by the Customer referred and introduced to Company. To qualify as a referral for the Referring Party to be entitled to commission, the referral shall meet the following criteria:

- a. Be delivered to the Company through the authorized lead/opportunity registration management system as provided by the Company;
- b. Must be made in good faith and provide the Company with a bona fide opportunity to make meaningful contact with a person who has decision-making authority regarding the prospective purchase of Company's SaaS Product; and
- c. Must be provided to Company as a written notice that includes the name, contact information, and other relevant information regarding such Customer that Company may request from Referring Party (collectively, "Referral Criteria").



In addition to the Referral Criteria, for the Referring Party to be entitled to commission, the following Customer criteria shall be met:

- a. The Customer shall not be a person or entity with whom the Company has had previous contact, or is in current contact with.
- b. The Customer shall be a person or entity with whom the Referring Party has a relationship with.
- c. The Customer shall have been introduced to the Company and its Products by the Referring Party.
- d. The Customer shall not be the company or entity wherein the Referring Party is employed (collectively a through d, "Customer Criteria").

The Company may change the Referral Criteria and Customer Criteria at any time upon seven (7) days prior written notice to the Referring Party; provided, however, that any such change will have prospective (and not retrospective) effect unless otherwise agreed by both parties in writing.

7. **Use of Materials and Marks.** Unless otherwise agreed in a signed writing, Referring Party shall use creative material provided by Company or copies of such creative materials; or other materials created by Referring Party that are consistent with the marketing materials of Company and approved in writing by Company in advance (collectively, "Materials") to perform the Services. Company hereby grants to Referring Party a non-transferable, non-exclusive, revocable, non-sublicensable license to use Company's names, logos, trademarks, service marks or other indicia or trade origin ("Marks") and Materials to perform the Services established by this Agreement. Except as provided herein, nothing contained in this Agreement shall be construed to grant to Referring Party any right, title, or interest (including all intellectual property rights therein) in or to the Company Marks and Materials. Company retains all rights, titles, and interests in its Marks and the Materials and all reproduction and use of the Marks and Materials in relation to this Agreement, and all goodwill associated therewith, inures exclusively to the benefit of Company. Referring Party may identify himself/herself/itself as an authorized independent affiliate of the Company, but agrees that any use by Referring Party of the Company's Marks and Materials shall not occur except with the prior written consent of the Company, which consent shall not be unreasonably withheld.
8. **Independent Status.** The relationship of the parties shall be as independent contractors. Referring Party is not a legal agent of Company and has no authority to bind Company or make any promises on behalf of Company; provided that Referring Party may represent himself as an independent representative of Company. Any other employees or contractors used by Referring Party are not the employees or agents of Company. Company will provide Referring Party with a Form 1099 for amounts earned (or non US equivalent as required by the US Internal Revenue Service), and each party will be solely responsible for any taxes, insurance, or similar fees arising from its performance hereunder.
9. **Confidentiality.**
  - a. This Section supersedes and replaces any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date. In the course of Referring Party's work with the Company, Referring Party may have access to information or materials that are considered trade secret, confidential and/or proprietary by the Company ("Information"). Information permits the development and commercialization of competitive and unique products and services, and is protected by the Company from unauthorized use and disclosure. Information includes, but is not limited to, technical know-how, procedures, technical specifications, designs, software (both object code and source code), results of testing, programmer documentation, protocols, processes, compilations of data, strategic plans, sales and marketing plans, product plans, customer information, supplier information, financial information and



proposed agreements. Information also includes all written materials identified in writing as “Confidential” or “Proprietary” or such similar proprietary legend, and oral information disclosed in connection with the Information. This Information relates to the heart of the Company’s operation and is protected from unauthorized use and disclosure. It is important for the Company, and for the entities with whom it has contractual relationships, that the Information be maintained in confidence and only be disclosed at the direction of the Company’s officers and authorized agents.

- b. Referring Party agrees that it will keep Information of the Company confidential. Referring Party agrees that, unless otherwise directed by the Company, during and after the term of this Agreement it will not: (a) take, retain or use Information or Company materials for its own benefit; (b) disclose Information to any other entity or unauthorized person without the written permission from a Company officer; (c) delete, encrypt, password protect, or retain electronic files containing Information or Company materials (including emails and attachments); or (d) take any other action that impairs, restricts, limits, or impedes the Company’s ability to have full access to and use of its Information and materials. In addition, upon termination of this Agreement, Referring Party agrees to return to the Company all Information and Company Materials, and otherwise fully cooperate with and assist the Company in ensuring the Company’s ability to have full access to and use of its Information and Materials. Such cooperation and assistance may include, but is not limited to, removing any password protection, encryption or other proprietary format on Company Information and/or Materials.
- c. Referring Party has no obligation to maintain as confidential any Information that is or becomes entirely in the public domain, or is known to it prior to disclosure by the Company as evidenced by written, dated records in its possession, or is received lawfully by you without the breach of any obligation of confidentiality owed to the Company. The fact that discrete elements of Company confidential information may be in the public domain does not, by itself, remove from the protections of this Agreement any Information combining such discrete elements with other information and technology.
- d. Upon request from Company, Referring Party agrees to provide within seven (7) days a signed statement certifying that you have returned all Information and Company property and Materials, including originals and copies.
- e. The confidentiality provisions of this Agreement shall survive termination of Referring Party’s relationship with the Company and shall survive for so long a period of time as the Information is maintained by the Company as confidential.

**10. Non-Solicitation.** Referring Party acknowledges that the relationships between the Company and its contractors, employees, customers, distributors, sales representatives, and vendor are valuable assets of the Company. During the Term of this Agreement and for a period of one (1) year after termination of the term of this Agreement Referring Party will not solicit or attempt to solicit any customer or employee of Company to discontinue its relationship with Company, nor encourage any distributor, contractor, sales representative, or vendor of Company to do so. The covenants in this paragraph will survive even after the relationship between Referring Party and Company expires for a period of one (1) year thereafter.

## **11. Term and Termination.**

11.1 Term. This Agreement will be effective for an initial term commencing on the Effective Date and continuing for one (1) year (the “Initial Term”). Unless sooner terminated as provided herein, upon the expiration of the Initial Term, this Agreement will automatically renew for successive periods of one (1) year each (each, a “Renewal Term”) unless terminated at the end of the Initial Term or any Renewal Term by either party



by delivering written notice of the intent to terminate at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.

11.2 Termination. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. In the event a party is in breach of this Agreement, this Agreement may be terminated immediately by the non-breaching party, provided that notice describing the breach has been provided to the breaching party and the breaching party has failed to cure such breach within thirty (30) days of its receipt thereof. If this Agreement terminates due to the Referring Party's breach, the Company's obligation to pay commissions shall also terminate.

11.3 Survival Provision. Notwithstanding any other term herein this Agreement, Certain Company Rights (section 4), Confidentiality (section 9), Non-solicitation (section 10), Limitation of Liability (section 15), Indemnification (section 16), and any existing commission payments Referral Party has earned and is entitled to receive prior to termination or expiration of this Agreement shall survive termination of this Agreement.

12. **Assignment.** This Agreement and any rights or obligations hereunder may not be assigned by Referring Party except upon Company's written consent, and any such attempted assignment will be void.
13. **Notices.** All notices and other communications which are required or permitted under this Agreement shall be in writing to the address set forth in this Agreement and shall be deemed to have been duly given if hand-delivered, faxed, emailed or mailed by either registered or certified mail, return receipt requested, or by a courier service, receipt confirmed.
14. **No Warranties.** COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ABOUT ITS PRODUCTS OR ANY SERVICES PROVIDED BY COMPANY INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO THE REFERRING PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL COMPANY'S DIRECT DAMAGES IN CONNECTION WITH THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS (\$5,000).
16. **Indemnification.** Referring Party will indemnify, defend, and hold the Company, its affiliates, agents, directors and employees harmless from and against any and all claims, liabilities, costs or expenses (a "Claim") arising from Referring Party's negligence or willful misconduct, and/or from Referring Party's breach of this Agreement, including making any false or misleading statements about the Company's Products. The Company agrees to give Referring Party written notice of any such Claims as soon as practicable following notification thereof. Referring Party agrees to pay all costs finally awarded by a court of competent jurisdiction or agreed in a settlement of any such Claim, including reasonable attorney fees and costs.
17. **Entire Agreement.** This Agreement, along with any attachments thereto, represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements, negotiations and oral understandings, if any. This Agreement may not be amended, supplemented, or modified in any way, except by an amendment in writing and signed by authorized representatives of the parties. This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors, assigns, heirs, executors, administrators, and trustees.



- 18. Waiver; Severability.** The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be enforced to the maximum extent possible.
- 19. Force Majeure.** Neither party will be liable for any failure to perform due to unforeseen circumstances or causes beyond its reasonable control. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.
- 20. Equitable Relief.** The parties agree that a breach of Section 9 (Confidentiality) and Section 10 (Non-Solicitation) of this Agreement shall result in immediate and irreparable harm for which ordinary damages may not be a sufficient remedy. Therefore, the parties agree that in the event of any such breach, Company may seek equitable relief, including without limitation an injunction or other restraint, in any court of competent jurisdiction, in addition to any other relief to which such non-breaching party may be entitled at law or in equity.
- 21. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada (excluding its choice of law rules and the U.N. Convention on the International Sale of Goods). The parties hereby consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Nevada for any claim relating to the enforcement of, or any rights under, this Agreement.

[Signature Page Follows]

SIGNATURES	
IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above. Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of their respective organization. Each party reads, acknowledges and understands this Agreement.	
“Referring Party”:	MyStaff.com, LLC d/b/a TimeDoctor Inc. “COMPANY”:
Signature:	Signature:
Title:	Title:
Name:	Name:
Entity Name (if any):	
Address:	Address:
E-mail:	
Contact Phone Number:	



Commission Remittance Name and Address (if different)
Remittance Name:
Remittance Address:



## Appendix A

Company licenses its software in the form of subscription licenses for a license fees. The only Company Product that is “commissionable” by Referring Party is the subscription license for the SaaS Product.

### **Commissionable Customer Purchases:**

Company license fees. These include the following license types:

SKU	DESCRIPTION
	Time Doctor Licenses

**Commission Term:** Referring Party shall be entitled to receive commission for three (3) years (“Commission Term”) as long as the Agreement has not expired and has not been terminated in accordance with the terms of the Agreement. During the Commission Term the Referring Party shall refer and close engagements with Customer.

**Commission Rates:** In exchange for the referral of a Customer that meets the Customer Criteria and Referral Criteria and where Customer purchases the license of the SaaS Product, the Referring Party shall be entitled to a minimum of twenty-two percent (22%) commission for the value of a one (1) year annual contract value of the Company sale of licenses of the SaaS Product when Company receives revenue from the Customer. Referring Party may be entitled to a higher commission rate percentage in accordance with the tiers identified herein. In the event the Customer terminates its license or elects not to renew its license with Company in the first ninety (90) days of the annual contract with Company, Referring Party shall no longer be entitled to a commission from this referred Customer to Company. Commissions shall be paid on Company license fee revenue only, excluding taxes, actually collected by the Company from Customer’s purchase of Company licenses of the SaaS Product.

**Commission Rate Percentage Tiers:** Referring Party shall be entitled to the commission rate associated with the applicable tier that is outlined by the aggregate annual billing by Referral Party. In the event there is a tier change during the Commission Term, and the commission tier is adjusted down, Company has the right to offset any commission payments to Referring Party. For purposes of this Appendix, maintaining an aggregate billing for the commission tiers shall mean that that licenses that Referring Party assisted in securing for the SaaS Product for Company have not been cancelled by Customer for that applicable annual year. The commission rate percentage tiers are defined below:

- 22% - Initial commission rate of an aggregate annual billing rate of up to **\$249,999 USD**.
- 24% - Upon achieving and maintaining an aggregate annual billing rate of **\$250,000 to \$499,999 USD**.
- 26% - Upon achieving and maintaining an aggregate annual billing rate of **\$500,000 to 749,999USD**.
- 28% - Upon achieving and maintaining an aggregate annual billing rate of **\$750,000 + USD**.

For example, if Referring Party refers 3 deals that result in an annual billing rate to Company for named user license fees of \$220,000, Referring Party would receive a 22% commission rate. If another deal closes, and it bumps the aggregate number of annual Company named user fee sales up to \$636,000, Referring Party would receive a 26% commission rate. As long as this revenue tier is maintained, the associated commission rate is applied to any new commission due to the Referring Party. In the case that a Referring Party referred customer elects not to renew their licenses, and the annual aggregate revenue rate for a Referring Party’s referrals drops to a lower commission tier (i.e. \$475,000), then the Referring Party commission rate would be adjusted to 24% for any new engagements.





**Timing of Commission Payments:** The commission shall be paid by the Company to the Referring Party quarterly and only after receipt of payment received by the Customer.