

This REFERRAL AGREEMENT (the “Agreement”) is entered into on this [Effective Date], by and between **3HUE Executive Consulting, LLC** (“Company”), a Florida Limited Liability Company, with offices at 150 S Pine Island Rd, #300, Plantation, Florida 33324, and **[Partner Name]**, a [State] corporation with offices at [Partner Address] (“Referrer”).

1. RECITALS

WHEREAS, the Company provides professional services and managed programs, including 3HUE Professional Services and Managed Services (collectively, the “Services”);

WHEREAS, Referrer desires to introduce potential clients to the Company, and the Company desires to compensate Referrer for qualified referrals under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

2. Definitions

- 2.1. **“Services”** means the 3HUE Professional and Managed Services offered by the Company.
- 2.2. **“Customer”** means any customer introduced by the Referrer, and sold to by 3HUE, in the Territory.
- 2.3. **“Qualified Referral”** means a prospective customer that, a) has not been previously a customer of the Company, b) is introduced by Referrer in writing and/or phone call, and c) enters into a paid Services contract with the Company within three (3) months of introduction.
- 2.4. **“Standard Rates”** refers to the Company’s published rates for the Services before any applicable discount, as included in the Rate Table in Appendix A.
- 2.5. **“Commission”** refers to the percentage of sales revenue payable to Referrer for helping (by way of referral) to secure Professional Services or Managed Program deals, as further described in Section 4.
- 2.6. **“Company IP Rights”** means any patent, copyright, trade secret, trademark or other intellectual property right embodied in or related to the Company Technology.
- 2.7. **“Confidential Information”** means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party; provided that the following shall be deemed to be Confidential Information even if not so marked or identified: the terms and conditions of this Agreement (including pricing and other terms reflected in all schedules hereto), the Disclosing Party’s business and marketing plans, technology and technical information, product designs, and business processes, any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. “Confidential Information” does not include any item of information which (a) is or becomes available in the public domain without the fault of the Receiving Party; (b) is disclosed or made available to the Receiving Party by a third party without restriction and without breach of any relationship of confidentiality; (c) is independently developed by the Receiving Party without

access to the disclosing party's Confidential Information; or (d) is known to the recipient at the time of disclosure.

- 2.8. **"Price List"** means the Company's then-current price list for the Service (as may be modified by the Company from time to time), less any applicable discount as set forth in Exhibit A.
- 2.9. **"Subscriber"** means any person or entity that subscribes to the Service solely for its own internal use.
- 2.10. **"Subscriptions"** means purchases of one or more subscriptions to the Service.
- 2.11. **"Territory"** means the geographic area within which the license granted hereunder shall be operative, specified herein as "the United States", as may be modified in accordance with the terms hereof.
- 2.12. **"Transit Technologies Companies"** means Transit Technologies and all its past, present, and future parent companies, subsidiary companies, affiliated entities, joint ventures, partnerships, and related organizations, including but not limited to any entity in which Transit Technologies holds an ownership interest or with which Transit Technologies has a strategic business relationship.

3. Referral Process

- 3.1. **Partner ID:** The Referrer is responsible for applying for a unique Partner ID via the Company's Partner Portal (info.3hue.net/partners). This unique identifier is used to track deals and payments to the appropriate partner.
- 3.2. **Referrals:** Referrals must be submitted via the Company's referral form (info.3hue.net/partners).
- 3.3. **Acceptance:** The Company will confirm in writing whether the referral is accepted as a Qualified Referral. Company retains sole discretion to accept or reject any referral.

4. Nature of Relationship

- 4.1. **Independent Contractor:** Referrer is an independent contractor and not an employee, agent, joint venture, or partner of the Company.
- 4.2. **Authority:** No authority is granted to bind the Company or make commitments on its behalf.

5. Compensation

- 5.1. **Pay Structure:** The Referrer will receive a 5% payment of the total contract value, paid within thirty (30) days after the Company's receipt of payment from the referred customer.
- 5.2. **No payment:** No commissions are payable if the customer fails to pay the Company.
- 5.3. **Commission Adjustments:** The Company reserves the right to review and adjust commissions for any irregularities or disputes, with written notice to the Referrer.
- 5.4. **Rate Changes:** The Company reserves the right to modify the Standard Rates with 30 days' written notice.

6. Territory

- 6.1. **Territory Scope:** The license granted under this Agreement applies to North America. Referrer agrees to limit its referral efforts to the geographic boundaries of the Territory.
- 6.2. **Territory Adjustments:** The Company reserves the right to modify the Territory upon providing thirty (30) days' notice.

7. Payment and Reporting

- 7.1. **Monthly Reports:** The Company will submit a monthly report within ten (10) business days after the end of each month, detailing:
 - The number of deals closed.
 - The value of each deal.
 - Payment terms for each deal.
 - Commission calculations based on the deals closed.
- 7.2. **Final Payout upon Termination:** In the event of termination of this Agreement, the Company will submit a final report within thirty (30) days, and the Company will make any final commission payments based on the report.

8. Term and Termination

- 8.1. **Term:** This Agreement will commence on the Effective Date and continue for one (1) year. The Agreement will automatically renew for additional one-year terms unless either party provides thirty (30) days' notice of non-renewal.
- 8.2. **Termination for Cause:** Either party may terminate this Agreement for cause with thirty (30) days' written notice, if the other party fails to cure any material breach within this time frame.
- 8.3. **Effects of Termination:** Upon termination, commission payments will continue to be paid for Qualified Referrals closed prior to termination for the remaining lifecycle of those customer contracts, in accordance with Section 7.2.

9. Confidentiality

- 9.1. **Confidential Information:** Both parties agree to protect each other's confidential information and not disclose it to any third party without prior written consent.
- 9.2. **Survival of Confidentiality:** Confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years.

10. Compliance & Representations

- 10.1. Referrer will conduct all referral activities in compliance with applicable laws, avoid false or misleading representations, and protect the Company's reputation.

11. Indemnification

- 11.1. **Referrer Indemnification:** Referrer agrees to indemnify and hold harmless the Company from any claims, losses, or damages arising from Referrer's own acts, omissions, or breach of this agreement.
- 11.2. **Company Indemnification:** The Company agrees to indemnify and hold harmless the Referrer from any claims arising from defects in the Services or the Company's failure to fulfill its obligations under this Agreement.

12. Governing Law and Dispute Resolution

- 12.1. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.
- 12.2. **Dispute Resolution:** Any disputes arising under this Agreement will be resolved through binding arbitration in Broward County, Florida.

13. Miscellaneous

- 13.1. **Entire Agreement:** This Agreement, including its appendices, constitutes the entire agreement between the parties and supersedes all prior agreements.
- 13.2. **Assignment:** Neither party may assign or transfer this Agreement without the prior written consent of the other party.
- 13.3. **Force Majeure:** Neither party shall be liable for failure to perform due to unforeseen events beyond their control, such as natural disasters, strikes, or government restrictions.



Partner Name

REFERRAL AGREEMENT

3HUE Executive Consulting, LLC.

Partner Name

By: _____

By: _____

Name: _____

Name: _____

Its:

Its:

Address:

Address:

Fax:

Fax:

email:

email:

Attn:

Attn:

Appendix A - Rate Table

The Rate Table for 3HUE Professional Services and Managed Services is included as part of this Agreement. Rates are subject to change with thirty (30) days' notice from the Company.

Prospecting & Introductory Services

Our standard engagement begins with a discovery process aligned to the customer prospect intended outcomes. The table below represents an array of 3HUE Professional services which can be leveraged by Partners to initiate discovery across client and prospect environments.

Service/Option	Use Case	Standard Rate	Partner Commission	Restrictions
Holistic Risk & Control Posture Assessment ¹	<ul style="list-style-type: none"> Independent Information Security Assessment ISG Managed Program Onboarding Includes CISO Scans 	\$7.5K - 70K	5%	<ul style="list-style-type: none"> Based on current framework or regulatory standard requirements
CISO Scan	<ul style="list-style-type: none"> A discounted tools-based scan used for Prospecting. Requires coordination with IT Team. <u>Fee is credited to net-new ISG Program subscriptions</u> 	\$ 7,500.00 *	5%	<ul style="list-style-type: none"> Cost is limited to 250 endpoints (Scan Targets). Larger networks require architecture discussion to develop custom pricing Scan agents must have full visibility to network with scan targets
Introductory - Information Security Advisory Retainer (50-hours) *	<ul style="list-style-type: none"> A discounted Cyber Risk Advisory & Reporting option <u>Fee is credited to net-new ISG Program subscriptions</u> 	\$ 7,500.00 - \$ 10,750	5%	<ul style="list-style-type: none"> No engineering capabilities in-scope
Secure Engineering & Architecture (SEA) Retainer (100-hours) *	<ul style="list-style-type: none"> Engineering based on a range of technical deliverables 	\$ 15,000.00 - \$ 21,500.00	5%	<ul style="list-style-type: none"> No advisory capabilities in-scope

Risk Posture Assessment Pricing & Discounts Table

Standard engagements start with discovery. Identify which services are associated with the downstream Client needs.

Service/Option	Standard Rate	Referral Partner Commission	Restrictions
Holistic Risk & Control Posture Assessment (HIPAA)	\$ 7,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 40 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (CMMC-L2)	\$ 13,735.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 70 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (CIS-IG2)	\$ 15,000.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 80 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (SOC 2 – Security)	\$ 17,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 90 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (CSF 2.0)	\$ 17,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 90 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (C2M2)	\$ 18,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 100 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (SOC 2 – S,C,A)	\$ 21,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 110 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (PCI-DSS)	\$ 24,600.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 120 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (SOC 2 – S,C,A, P, IP)	\$ 44,500.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 210 Hours. Overages invoiced separately.
Holistic Risk & Control Posture Assessment (NIST-MOD)	\$ 70,000.00	5%	No other frameworks or regulatory standards in scope. Not to exceed 335 Hours. Overages invoiced separately.

Service/Option	Standard Rate (Annual)	Referral Partner Commission	Restrictions	Other Costs
 vCISO Virtual CISO (vCISO)	Support: \$25,800.00 Fractional: \$25,800.00	\$ 1,290.00 (5%)		
 ISP Information Security Program (ISP)	\$25,800.00	\$ 1,290.00 (5%)	<ul style="list-style-type: none"> Up to 1000 Assets Up to 500 Controls 	<ul style="list-style-type: none"> M365 Onboarding: \$ 12,000.00 (10%) Custom GRC System: \$ 15,000.00 (5%) Scope increases
 RMP Risk Management Program (RMP)	\$29,520.00	\$ 1,476.00 (5%)	<ul style="list-style-type: none"> Up to 1000 Assets Up to 500 Controls 	
 VCP Vendor Compliance Program (VCP)	\$14,400.00	\$ 720.00 (5%)	<ul style="list-style-type: none"> Up to 10 Vendor Certifications Up to 2 high-risk vendors continuously monitored 	
 CIRP Cyber-Incident Response Program	\$ 22,200.00	\$1,110.00 (5%)	<ul style="list-style-type: none"> Up to 3 CIRP Playbooks 	
 SCS Security Compliance Services (SCS)	\$ 1,700.00	\$85.00 (5%)	<ul style="list-style-type: none"> Up to 10 Vendor Certifications Up to 2 high-risk vendors continuously monitored 	

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Service/Option	Standard Rate	Referral Partner Commission	Restrictions	Service Catalog
 ISG-Managed Security Operations	\$ Varies	SPIFF	<ul style="list-style-type: none"> Up to 3 CIRP Playbooks 	<ul style="list-style-type: none"> 24x7 Managed SOC Managed Detection & Response – EDR Managed Detection & Response – XDR Zero-Trust Network Access – ZTNA Advanced Phishing Protection (APP) XDR SIEM Add-On Dark Web Monitoring Continuous Incident Response (CIR)