

Independent Referral Agent Agreement

This Agreement, dated as of _____, is entered into between HCH Enterprises, LLC (“HCHENT”), a Rhode Island corporation with an address of 9 Old Snake Hill Road, Glocester, RI, and the following Independent Referral Agent: _____ (“Agent”), with an office located at _____.

1.0 **Appointment.** HCHENT hereby appoints Independent Agent, subject to the terms and conditions of this Agreement, as a non-exclusive HCHENT Independent Referral Agent for _____ (the “Territory”). Independent Agent accepts this appointment and represents that he/she has the capability to carry out the duties and responsibilities hereunder.

2.0 **Referral Fee.** Agent’s referral fee shall be 3% of invoice price of equipment that was sold as a result of Agent’s referral of a potential customer to a HCHENT employee. Agent shall be paid 30 days after the invoice is rendered to the customer for the equipment sold. Any amounts paid by HCHENT hereunder shall be reported to the proper taxing authorities as required by law.

3.0 **Non-Employee; No Authority to Negotiate.** In no event shall Agent be deemed to be an employee of HCHENT for any purpose. Agent is not authorized to, and shall not, on behalf of HCHENT, hold itself out as having authority to negotiate, bind, incur any obligation or otherwise act for or on behalf of HCHENT in any manner whatsoever. Agent shall not make any express or implied agreements, guarantees or representation, in the name of or on behalf of HCHENT.

4.0 **Confidential Information.** Each party shall hold in confidence all non-public information given to it by the other party concerning marketing plans, financial data, future products, information designated in writing as confidential, or the contents of this Agreement (“Confidential Information”). Each party agrees to protect Confidential Information and not disclose it, except to its employees with a need to know such information, and to protect it with the same standard of care, which it uses to protect its own confidential or proprietary information. Any such information shall be used solely in connection with the performance of this Agreement.

5.0 **Term and Termination.** This Agreement shall become effective on the date it is signed by an authorized representative of HCHENT, after first having been signed by Independent Agent, and shall continue in force for a period of 12 months, and automatically renew on a month-to-month basis, unless terminated earlier in accordance with this Agreement as provided herein. Either party shall have the right to terminate this Agreement by giving the other party 30 days advance written notice.

6.0 **Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL HCHENT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM THE RELATIONSHIP OF THE PARTIES, THE CONDUCT OF BUSINESS CONTEMPLATED IN THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT.

7.0 **Force Majeure.** If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion or other casualty, labor dispute, inability to procure or obtain delivery of parts, supplies or power, violence, any law, order, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

8.0 **General.**

8.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Independent Agent may not assign or otherwise transfer this Agreement, without the prior written consent of HCHENT. Upon written notice to Independent Agent, HCHENT may assign this Agreement in connection with a sale of all or substantially all of HCHENT's stock or assets. This Agreement shall be binding and endure to the benefit of assignees permitted hereunder. Failure by either party to enforce any provisions shall not be deemed a waiver of future enforcement of that or any other provision. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

8.2 No deviations from this Agreement shall be binding upon the parties hereto unless in writing and signed by both parties. Any notices required hereunder shall be in writing mailed or otherwise delivered to the party at the address shown above or at such other address as may be designated by said party to the other party in the manner prescribed herein.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof. Any dispute arising out of this Agreement shall be submitted for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association and judgment on any award entered therein may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be the State of Rhode Island or such other place as the parties may mutually agree. The duty to arbitrate shall survive any cancellation or termination of this Agreement.

8.4 This Agreement will be governed by the laws of the State of Rhode Island (except that body of law controlling conflicts of law).

HCHENT, INC.

(Independent Referral Agent)

By:_____

By:_____

Print
Name:_____

Print
Name:_____

Title:_____

Title:_____