

# NETWORK PARTNER REVENUE SHARE AGREEMENT

This Revenue Share Agreement (the "**Agreement**") is entered into by and between **GOLA CONSULTING LLC** ("Agency") and the individual or entity identified in the signature block ("Partner").

## 1. PURPOSE

The Agency and Partner seek to collaborate as a unit to scale a network of high-value employers and talent. Partner shall be compensated for making successful introductions that result in Revenue-Generating Events for the Agency.

## 2. QUALIFIED INTRODUCTIONS

### 2.1 The 60-Day Rule:

A "Qualified Introduction" occurs when Partner introduces a Talent or Employer to the Agency, and a Client Service Agreement (CSA) or Candidate Representation is finalized within **sixty (60) days** of said introduction.

### 2.2 Validity:

This Agreement only applies to hires sourced by the Agency and applicants successfully placed by the Agency. Placements that result in Revenue-Generating Events.

## 3. REVENUE SHARE STRUCTURE

Commission payouts to Partner are triggered only upon the **release of funds from Escrow** (typically six months after a hire's start date).

### 3.1 Talent Leads (The Candidate Network):

If Partner introduces a Talent candidate who is successfully placed, Partner is entitled to a percentage of the commission received by the Agency based on the hire's career mobility within the Agency network:

- **1st Placement:** 30% of Agency Commission.
- **2nd Placement:** 25% of Agency Commission.
- **3rd Placement:** 20% of Agency Commission.
- **... Decreasing by 5% per placement ...**
- **7th Placement:** 0% (Career Mobility Goal Reached).

### **3.2 Employer Leads (The Client Network):**

If Partner introduces an Employer who signs a CSA with the Agency, Partner is entitled to **50% of all commissions** generated from that Employer for a period of **two (2) calendar years** from the date of the CSA signature. This share applies to every hire made through the Agency that releases from the 6-month escrow period within the two (2) calendar year period.

## **4. PAYMENT TERMS**

### **4.1 Settlement:**

Funds will be settled at the end of the calendar quarter in which the escrow cleared. (e.g., If escrow clears January 15, payment is due April 1).

### **4.2 Uncapped Earnings:**

There is no maximum limit on the amount a Partner can earn through successful network referrals.

## **5. AUDIT & TRANSPARENCY**

### **5.1 Verification:**

Partner has the right to audit revenue commissions related to their specific introductions.

### **5.2 Privacy Restriction:**

Sharing specific salary or demographic data with Partner requires written sign-off from both the Employer and the Hire(s).

### **5.3 Limitations:**

This right is limited to specific transaction verification; Partner has no right to a general audit of the Agency's internal financial books.

## **6. CLAWBACKS & REFUNDS**

In the event a Client requires a refund after a revenue share has already been paid to the Partner:

- **Withholding:** Future payouts to Partner will be withheld until the balance is restored.
- **Arbitration:** If a clawback amount exceeds **\$10,000** with no Revenue Generating Events in the following 12 months, the Agency reserves the right to initiate binding arbitration to recover the funds from Partner.

## **7. TERMINATION**

### **7.1 Agency Rights:**

Agency may terminate this Agreement if Partner rescinds their vouching/introduction or actively poaches the Agency's network for unauthorized independent monetary purposes.

### **7.2 Survival:**

Accrued rights to payments for placements made prior to termination are forfeit in the event of termination.

## **8. GOVERNING LAW**

This Agreement is governed by the laws of the **State of Texas**.

## **SCHEDULE B: PARTNER INTRODUCTION LOG**

<b>Lead Name (Talent/Employer)</b>	<b>Date of Intro</b>	<b>Signed Date (Agency Use)</b>

### **SIGNATURES**

**Agency (Gola Consulting LLC):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Partner:** \_\_\_\_\_ **Date:** \_\_\_\_\_