THE PARTIES TO THIS AGREEMENT ARE:

**The Agent:**

Clearasoft Technology Solutions, LLC

203 Wiltshire Way, Columbia SC 29229

**The Company:**

**Whereas the Agent may from time to time refer potential employment candidates to the Company for a referral fee**

The Parties agree to the following:

**For contract employees:**

1. For contract employees, the referral fee shall be calculated as \_\_**TEN** \_\_ per cent (**10**%) of the contract employee’s hourly rate for as long as the contractor is on the assignment with The Company. For FTEs (Fulltime Employees), the referral fee shall be calculated as \_\_**TEN** \_\_ per cent (**10**%) of the contract employee’s hourly rate for one calendar year with The Company.
2. Upon reconciliation of referral fees due, the Agent shall issue an invoice to the Company and payment shall be due within thirty (30) days of submission of said invoice.
3. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to the Company, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.
4. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of the Company and the Agent shall have no rights under any other agreements entered into by the Company with other Agents.
5. The Agent agrees not to disclose any confidential information pertaining to the Company's goods or services nor that of prospective or existing customers to any third party. The Agent may do follow-up enquiries with its referred customers to confirm a hire and to gather feedback about their experience with the Company.

8. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days.

9. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

10. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Company

Both signatories duly warrant their authority to sign this agreement.