



Inverra Customer Referral Program

- Intent:** This agreement contains the terms and conditions that apply to an individual's or entity's participation in the Inverra Customer Referral Program (the "Program"). Within this document "we" means Inverra Consulting, Inc. The intent of this program is for you to identify potential customers for Inverra's various service offerings. These service offerings include, but are not limited to: performance dashboards, employee surveys and management / HR / IT consulting.
- You Will:** Identify valid prospects within your network (primarily individuals working within corporate entities in executive roles in finance, operations, HR, sales and or IT). You may also identify valid prospects which may wish to embed Inverra services or products within their service offerings (consulting firms, brokerage firms, HR outsourcers, associations and the like). Once identified, you will initiate contact on Inverra's behalf and determine the prospect's interest. If interested, you will facilitate an introduction between the referral and Inverra.
- We Will:**
1. Work directly with the referral to scope and create a Statement of Work (SOW)
 2. Deliver all dashboard, survey and consulting work outlined in the SOW
 3. Manage the ongoing client relationship and cross-sell additional Inverra services
- Fees:** We will pay you 10% of all revenues collected from the company you referred to us, net of expenses, for a period of three years. The three year period is established separately for each company you refer and begins on the date you introduce the individual / entity to Inverra. We will track all referral streams and provide you with a summary report and commission payment quarterly. For purposes of this Program, referrals do not include individuals or entities with which Inverra has a relationship, nor do they include individuals / divisions within your current employer.
- Relationship:** You and we are independent contractors, and nothing in this Program will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any SOW offers or representations on our behalf. You are considered an independent contractor to Inverra and as such will be issued a 1099 each year. You are in no way construed to be an employee of Inverra for tax withholding, benefit participation or any other purpose. You will treat all prospect, client and Inverra information as confidential and proprietary. We / you can terminate this agreement at any time with written notice.

Accepted By:

Your Name

Date

Patrick Quirk, Inverra

Date