

# REFERRAL AGREEMENT

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Between BizFirst, LLC (a Virginia limited liability company) and Referrer

This Referral Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between BizFirst, LLC, a Virginia limited liability company with its principal place of business at 44679 Endicott Drive, Suite 300, Ashburn, Virginia 20147 (“Company”), and the undersigned individual or entity (“Referrer”).

Company provides recruiting and staffing services, including embedded recruiting (PartnerHire), direct-hire placement (DirectHire), and sourcing-only engagements (HireSelect). Company engages Referrer to identify and refer prospective clients (“Prospects”) on the terms described below.

## 1. Referrer Role

Referrer agrees to identify organizations that may benefit from Company’s recruiting services and introduce them to Company. Referrer may:

- (a) Share a Prospect’s basic hiring needs and key contacts with Company, who will provide supporting materials.
- (b) Make a direct introduction via email, phone, or meeting.
- (c) Introduce a new referrer (“New Referrer”) to Company who may also refer Prospects. Referrer earns a commission on successful referrals from any New Referrer, as specified in Addendum A.

## 2. Referral Qualification

A referral is recognized when Referrer introduces a Prospect to Company and that Prospect executes a service agreement with Company, creating a “Registered Lead.” The following rules apply:

- (a) One referral per service agreement. If a single parent company signs one agreement covering multiple divisions, that counts as one referral. A separate agreement with a different division or affiliate counts as a separate referral.
- (b) Separate service types count separately. If the same client signs agreements for both DirectHire and PartnerHire services, each is a distinct referral.
- (c) A Registered Lead must include the company name, key contacts, and a description of the hiring need. The Prospect must be new to Company (not an existing client or active pipeline lead) and must sign a service agreement within 12 months of introduction.
- (d) Referrer will not submit the same Prospect to another recruiting firm for the same services without Company’s prior written consent.
- (e) Company may reject a Prospect that is already an existing client, an Active Lead, or a lead previously registered by another partner. Company will notify Referrer of any rejection within 10 business days, with a written explanation.

## 3. Net Proceeds

Commissions are calculated monthly and paid quarterly, based on net proceeds received by Company. Commission rates are specified in Addendum A for each referral. Net proceeds are defined as follows:

- (a) DirectHire: Placement fees collected from the client, less direct expenses (recruiter fees, job board costs, candidate bonuses, and client discounts).
- (b) PartnerHire: Monthly retainer fees collected from the client, less direct expenses (recruiter fees, job board costs, candidate bonuses, and client discounts).

- (c) HireSelect: Flat fees collected from the client, less any direct third-party costs.

Any fees owed to third parties (e.g., distributor fees, licensing costs) are also deducted. Unforeseen fees (e.g., legal or consulting costs) will be discussed and agreed upon by both parties before deduction. Net proceeds do not include indirect expenses such as overhead, management compensation, marketing, or office costs.

#### **4. Audit Rights**

Company will maintain records sufficient to verify referral fees for at least one year from the end of each applicable month. Referrer may request an audit up to twice per calendar year, at Referrer's expense, during the term of this Agreement and for one year after the last sale generating referral fees. Referrer agrees to sign any reasonable confidentiality agreement Company may require in connection with such audit.

#### **5. Referral Process and Payment**

- (a) Before pursuing a new lead, both parties will execute an Addendum A Statement of Work for that referral.
- (b) Once a service agreement is signed with the Prospect, Company will manage all ongoing client communications within the scope of that contract, unless otherwise agreed in writing.
- (c) Referral fees are due within 60 days after Company receives payment from the client, unless otherwise agreed.
- (d) Payment method will be agreed upon by both parties (wire transfer, check, or other suitable method).
- (e) Referrer is responsible for all applicable taxes on commissions received and will provide tax identification information as needed.
- (f) Referrer is responsible for keeping payment information current. Company is not liable for errors caused by incorrect or outdated payment details.

#### **6. Company Responsibilities**

- (a) Acknowledge receipt of each referral and provide status updates at key milestones.
- (b) Notify Referrer promptly when a service agreement is signed with a referred client, including contract dates, renewal options, and scope of services.
- (c) Issue quarterly commission statements showing net proceeds and applicable commission percentages.
- (d) Process commission payments within the quarterly period, contingent on client payment.
- (e) Provide Referrer with current marketing materials and case studies to support referral efforts.

#### **7. Confidentiality**

Both parties agree to keep confidential any proprietary information shared during the referral process, including client information, business practices, and data related to this Agreement. Upon termination, each party will cease using and will return or destroy the other party's confidential information.

#### **8. Representations and Limitations**

Referrer is not authorized to make warranties or representations about Company's services, or to hold itself out as a representative, agent, or employee of Company. Referrer may share Company's current marketing materials and provide general information about Company's services as described in those

materials. Referrer agrees to avoid deceptive, misleading, or unethical practices that could be detrimental to Company or its services.

## 9. Independent Contractor Relationship

Referrer is an independent contractor. This Agreement does not create an employment, agency, partnership, or joint venture relationship. Neither party has authority to make commitments, representations, or obligations on behalf of the other. Each party is solely responsible for its own costs, expenses, and liabilities in connection with this Agreement. Referrer is responsible for their own taxes, insurance, and compliance with applicable laws.

## 10. Term and Termination

- This Agreement is effective from the Effective Date for 12 months (the “Initial Term”). After the Initial Term, the Agreement renews automatically for successive one-year terms unless terminated as provided below.
- Either party may terminate without cause on 30 days’ written notice.
- Either party may terminate for material breach on 10 days’ written notice specifying the breach. The breaching party has 15 days to cure. If uncured, termination takes effect immediately.
- Company may terminate immediately if Referrer refers Prospects with whom Referrer has no pre-existing relationship.
- Upon termination, each party will return the other’s marketing materials and proprietary information. Company remains liable for referral fees on Registered Leads created before termination that result in signed agreements within the applicable 12-month lead period.

## 11. Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict-of-law principles. Any dispute arising out of or relating to this Agreement that cannot be resolved through good-faith negotiation within 30 days will be submitted to binding arbitration in Loudoun County, Virginia, conducted in accordance with the rules of the American Arbitration Association. The prevailing party in any arbitration or legal proceeding is entitled to recover reasonable attorney’s fees and costs.

## 12. General Provisions

This Agreement and its addenda constitute the entire agreement between the parties on this subject and supersede all prior agreements or understandings. This Agreement may only be modified by a writing signed by both parties. Neither party may assign this Agreement without the other’s prior written consent, except in connection with the sale or acquisition of the assigning party’s business (provided the acquirer is not a competitor of the other party). If any provision is found unenforceable, it will be limited to the minimum extent necessary, and the remaining provisions will remain in full force. This Agreement may be executed in counterparts, each of which is an original. Waiver of one breach does not constitute waiver of any subsequent breach. Electronic signatures and PDF copies are binding.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<b>COMPANY: BizFirst, LLC</b>	
Signature	

Name: Jeff Packard Title: CEO Date: _____	
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<b>REFERRER:</b>  Signature Name: _____ Title: _____ Date: _____	
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## ADDENDUM A: STATEMENT OF WORK

*To be executed for each new referral*

In alignment with the Referral Agreement, Company and Referrer establish the following terms for the specified Prospect:

### 1. Purpose

This Addendum identifies the Prospect being referred and the applicable commission terms. It must be executed before Referrer engages the Prospect on Company's behalf.

### 2. Prospect Details

The following may be agreed upon in this Addendum or confirmed via mutual email between both parties' authorized representatives:

Client Company Name	Client Point of Contact	Scope of Services

### 3. Commission Terms

Commission is based on net proceeds from services provided to the referred client, payable for the first 12 months following the service agreement's start date or until contract termination, whichever is earlier. The rate depends on the Referrer's level of involvement:

Rate	Referrer Involvement	Description
5%	Basic Referral	Referrer provides the prospect's name and contact information. Company handles all outreach and engagement from there.
Up to 10%	Active Referral	Referrer makes a warm introduction, participates in the first meeting, and stays lightly involved with follow-up until a service agreement is signed or it becomes clear the opportunity will not move forward.

The applicable tier will be noted in this Addendum at the time of execution. The exact Active Referral rate (between 5% and 10%) will be agreed upon by both parties based on the scope of involvement.

**Indirect Referrals:** 2% commission on net proceeds from services provided to any Registered Lead referred by a New Referrer introduced by Referrer. Payable for the first 12 months following commencement of services, contingent on Company verifying the referral chain.

<p><b>COMPANY: BizFirst, LLC</b></p> <p>Signature Name: Jeff Packard Title: CEO Date: _____</p>	
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<p><b>REFERRER:</b></p> <p>Signature Name: _____ Title: _____ Date: _____</p>	
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