



**TECHNICAL PARTNERSHIP AGREEMENT**

This Technical Partnership Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between ComRes, Inc., a Florida corporation, of 13798 NW 4<sup>th</sup> Street, Suite 315, Sunrise, FL 33325 ("ComRes") and

\_\_\_\_\_  
Company Legal Name

\_\_\_\_\_  
Address, City, State, Zip

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**RECITALS**

The parties to this agreement wish to work together to refer business and/or work jointly on technical projects.

**AGREEMENT**

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Description of Services. Each Technical Partner (TP) has customers or clients that may benefit from those of the other TP. In such cases, the referring partner will refer or engage the receiving partner in the account to jointly provide services, or to have the receiving partner market products and services to the client/customer of the referring partner.
2. Term. The term of this Agreement shall be for calendar year of the execution of this agreement and shall renew automatically on one (1) year terms starting January 1<sup>st</sup> each year thereafter unless either party provides notice of its intent not to renew the Agreement in writing by letter or email.
3. Insurance. Both parties shall maintain appropriate coverages of general liability, automotive, umbrella coverage, workers compensation and any other insurance that maybe required by local, county, state or federal law, or by customers served by this agreement. During the course of this agreement, either party maybe required to provide proof of coverage or to add the other party or the other party's customers as additionally insured.
4. Expenses. Neither party shall be responsible for any expenses of the other partner.
5. Payment for Services. Each referred client/customer may have unique relationships. On a per project basis, the TP can refer the project to ComRes on one of the following referral options:
  - 5.1 Referral only – there are no payments, commissions or money to be paid between the partners
  - 5.2 Referral with commissions – The receiving partner shall pay the referring partner a commission/residual on the referred client/customer according to a mutually agreed-upon rate prior to the referral
  - 5.3 Referral with subcontractor payments – in some cases, the referring partner may choose to use the receiving partner as a subcontractor, getting quotes for products/services and providing them to the referring partner's client/customer. In this case, the referring partner bills their client/customer for the product/service and then pays the receiving partner as a subcontractor according to mutually agreed pricing schedules prior to the engagement.

In each referred case, there shall be some type of agreement in writing or email that defines how the receiving partner is to be paid. In the absence of such agreement, the referring partner shall pay the receiving partner for products/services provided within 30 days of receiving funding from their customer or service provider.



6. Default. The occurrence of any of the following shall constitute a material default under this Agreement:
- a. A breach of the terms of this Agreement.
  - b. The insolvency or bankruptcy of either party.
  - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
7. Remedies on Default. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.
8. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between ComRes and the **Technical Partner** other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the employee of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. .
9. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, by email or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for by the addressee.
10. Entire Agreement. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written which have not merged with this agreement, except for any document labeled an Addendum or Exhibit to this agreement that has been signed by both parties.
11. Waiver. No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.
12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. Amendment. This Agreement may be modified or amended only if made in writing and signed by both parties.
14. Applicable Law. This Agreement shall be governed by the laws of the State of Florida and the parties agree that venue for any action arising from or based upon this agreement shall be brought in Broward County, Florida.
15. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
16. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.
17. Unauthorized disclosure of information. During the course of this agreement and subsequent renewal terms, both parties will become aware of sensitive information regarding the financial, technical and sales/marketing practices of the other party. Both parties agree to keep this sensitive information confidential and not share it with outside parties without prior written permission from the other party. If it appears that either party has disclosed (or

has threatened to disclose) information in violation of this Agreement, the offended party shall be entitled to an injunction to restrain the offending party from disclosing, in whole or in part, such sensitive Information. Neither party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

18. Non-Solicitation/. During the period of this agreement and for a period of 2 years after termination of this agreement, neither party shall directly or indirectly solicit, induce or attempt to induce any employee or subcontractor of the other party, to terminate his or her employment/relationship with that party.

A violation by either party of this paragraph shall be deemed a material violation of this Agreement and shall justify legal and/or equitable relief specifically including injunctive relief; it being recognized by the parties that damage will be incurred for which there is no adequate legal remedy by law. If such a violation occurs and a party seeks legal remedy resulting in an injunction or judgment in the favor of that party, the offending party shall be responsible for reimbursing the offended party for all reasonable legal expenses incurred.

19. Non-Compete. During the term of this agreement and for a period of 2 years after the termination of this agreement, both parties agree not to attempt to induce any customer or client of the other party to terminate their relationship with the other party, or sell equipment/services to the other party's customers/clients without prior written permission from the other party. These provisions shall survive the termination of this agreement for the period stated herein.

A violation by either party of this paragraph shall be deemed a material violation of this Agreement and shall justify legal and/or equitable relief specifically including injunctive relief; it being recognized by the parties that damage will be incurred for which there is no adequate legal remedy by law. If such a violation occurs and a party seeks legal remedy resulting in an injunction or judgment in the favor of that party, the offending party shall be responsible for reimbursing the offended party for all reasonable legal expenses incurred.

20. Confidentiality. During the term of this agreement and for a period of 2 years after the termination of this agreement, both parties agree to keep information confidential – both parties acknowledge that they will have access to private information regarding the other party's clients, customers, employees, subcontractors, marketing practices, vendor sources and pricing (other than information that is readily available to the public through other means). Both parties agree to keep this private information confidential and not to share it with outside parties with prior written permission by the other party. These provisions shall survive the termination of this agreement for the period stated herein.

A violation by either party of this paragraph shall be deemed a material violation of this Agreement and shall justify legal and/or equitable relief specifically including injunctive relief; it being recognized by the parties that damage will be incurred for which there is no adequate legal remedy by law. If such a violation occurs and a party seeks legal remedy resulting in an injunction or judgment in the favor of that party, the offending party shall be responsible for reimbursing the offended party for all reasonable legal expenses incurred.

21. Attorneys fees and costs. In the event an action is brought to interpret, enforce, and/or declare the terms of this agreement, the prevailing party shall be entitled to the award of reasonable attorney's fees and costs of the action without regard to the forum be it mediation, arbitration or judicial proceeding, including and through any appeal.

22. Professional conduct. During the course of this agreement, both parties shall maintain a professional approach to the work performed by themselves, their employees and subcontractors for any work performed under this agreement, promoting goodwill towards the other party.

23. Commissions/Residuals. Commissions/residuals may change over time or on a per-deal basis as agreed to in writing between ComRes and the TP.

23.1 Evergreen – All residuals are 'evergreen' in that they shall continue to be paid to the TP as long as accounts that have been sold under this Technical Partnership are still paying customers of ComRes. ComRes maintains the right to stop or withhold residuals in the following instances:

23.1.1 Referred customer is no longer a customer of ComRes, has stopped paying for the service, their account is in arrears for non-payment (though residuals will resume once they have started paying for services again).

23.1.2 The Technical Partner has violated the Non-Compete, Non-Solicitation or Confidentiality clauses of this agreement, in which case ComRes has determined the TP to be in breach of this agreement.

**TECHNICAL PARTNER**

\_\_\_\_\_  
Company/Individual Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Date

**TECHNICAL PARTNER -COMRES, INC.**

ComRes, Inc. \_\_\_\_\_  
ComRes, Inc. Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Date