



## **TECH ALLIANCE REFERRAL SALES AGENT AGREEMENT**

THIS AGREEMENT by and between Tech Alliance, Inc., 164 Madison Ave., 2<sup>nd</sup> floor New York, NY 10016 hereinafter referred to as "TA", and \_\_\_\_\_

Residing at: \_\_\_\_\_, hereinafter referred to as "AGENT"

WHEREAS, TA is engaged in the marketing and sale of Technology Infrastructure Services, Computer network design, consulting and related equipment.

WHEREAS, AGENT desires to sell TA's services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. TA hereby appoints AGENT as an authorized non-exclusive independent representative to sell and promote all services provided by TA in the following geographical area: New York City Metro; hereinafter referred to as "Territory".
2. AGENT shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of TA's services in the Territory during the term of this Agreement.
3. For each contract for the performance of TA's services as arranged by AGENT under this Agreement, AGENT shall be entitled to a commission as follows:
  - a) 5% of gross contract billing for all contracts which carry a standard markup
  - b) for contracts which carry less than or greater than a standard markup a pre-arranged commission between 1% and 10% of gross contract billing will be agreed on between TA and AGENT prior to contract signing.

The commission rates and time periods set forth in this paragraph shall commence as of the date of the first invoice on the contract; provided, however that no commission will be due and payable to AGENT until 30 days from receipt of payment of TA from any customer on the contract for any underlying invoice. Commissions will be paid on fees for services rendered excluding freight, supplies, and other charges incidental to the performance of said services. For purposes of this Agreement, "Contract" shall mean any agreement and/or order of TA's services sold or arranged by AGENT. Any and all commissions payable to AGENT under this Agreement shall terminate on the 1<sup>st</sup> day of the first full month after termination of this Agreement and TA shall then be discharged and released of any further obligation to pay commissions to AGENT under this Agreement.

4. During the term of this Agreement or within 2 year(s) after its termination, AGENT, or any agents or representatives under AGENT's control, shall not compete with TA, directly or indirectly, for AGENT or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to TA's services within the Territory. Under no circumstances and at no time shall AGENT disclose to any person any of the secrets, methods or systems used by TA in its business. All customer lists, brochures, reports, and other such information of any nature made available to AGENT by virtue of AGENT's association with TA shall be held in strict confidence during the term of this Agreement and after its termination.

5. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between TA and AGENT. AGENT shall be an independent contractor. TA shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to AGENT under this Agreement. AGENT shall not be considered an employee of TA and shall not be entitled to participate in any plan, arrangement or distribution by TA pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to TA's employees. AGENT shall be free to utilize his time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.

6. AGENT shall bear any and all costs or expenses incurred by AGENT to perform his obligation under this Agreement, including, but not limited to, travel expenses and telephone expenses.

7. The rights and duties of AGENT under this Agreement are personal and may not be assigned or delegated without prior written consent of TA.
8. AGENT is not authorized to extend any warranty or guarantee or to make representations or claims with respect to TA's services without express written authorization from TA.
9. AGENT shall indemnify and hold TA harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of AGENT or his agent or representatives.
10. TA shall indemnify and hold AGENT harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of TA or its employees.
11. This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws principles. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The decision and any award resulting from such arbitration shall be final and binding. The place of arbitration will be at TA's discretion. The arbitration shall be governed by the United States Arbitration Act and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.
12. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.
13. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.