

## REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Referrer”), an authorized affiliate of Witty Manager Korea and Witty Manager Korea (“Company”), a Korean based I.T. Company, having an office located at 10, Yeonmujang 11-gil, Seongdong-gu, Seoul, Republic of Korea.

**WHEREAS**, Company is in the business of, among other things, providing certain information technology products and services among various industries

**WHEREAS**, Referrer has developed certain contacts in various organizations and business industries and wishes to refer to Company such contacts as may be applicable for the services (collectively, the “Services”)

**WHEREAS**, Company desires to provide adequate incentive to Referrer for business development efforts to acquire new customers, yet Company also needs to fund ongoing efforts to acquire additional projects from said customers after initial contract between Company and customer; and Referrer acknowledges that the customers’ choice to utilize Company for additional projects is materially influenced by performance of Company; and

**WHEREAS**, Company sets this agreement document an affectivity of 24 (TWENTY-FOUR) months upon the date of signing by the Referrer.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Referrer hereby agrees to refer selected clients to company for the nonexclusive rights to supply goods and services to these individuals and companies. This referral will result in a referral fee from Company to Referrer should Company and referred customer sign a Statement of Work (“SOW”) as set forth in Section 2 below. To be eligible for a Fee, Referrer must identify Referred Customer directly to Company by emailing, or contacting through phone. Existing Company customers are not eligible as Prospects, neither are customers currently in the pipeline. Referrer must successfully register each Referred Customer with Company. If the Referred Customer is approved, Referrer will receive a call from the Company. An approved Referred Customer qualifies Agent for a Referral Fee as set forth in Section 2 herein. All approval of Referred Customers is at Company’s sole discretion.

2. Company agrees to pay Referrer a referral fee based upon the following:

a. Referrer shall receive FIFTY (50) percent of the actual income generated per month within TWENTY-FOUR (24) months in the event that Referred Customers paid through Monthly Subscription payment plans under Subscription Referral. In the event also that the Statement of Work or contemplated task is completed or terminated prior to the expiration of the anticipated or contemplated contract or SOW period, the Company shall only be responsible for payment to Referrer for any work ACTUALLY BILLED and COLLECTED from Customer up to the date of early completion or early termination. COMPENSATION UNDER THIS REFERRAL AGREEMENT CONTEMPLATES ONLY FEE PAYMENT BASED UPON THE INITIAL STATEMENT OF WORK. REFERRER SHALL NOT BE ENTITLED TO REFERRAL FEES FOR CHANGE ORDERS AND/OR FUTURE MAINTENANCE BEYOND THE ORIGINAL SOW.

b. Company shall pay Referrer a fee of FIFTY (50%) percent of the estimated amount in the initially executed Statement of Work between Company and the referred customer where the scope has not been specifically defined. Company shall estimate the amount in good faith and provide such written estimate to Referrer.

c. IN NO EVENT WILL PAYMENT BE DISTRIBUTED TO REFERRER IN THE FORM OF A REFERRAL FEE UNLESS AND UNTIL SUCH TIME AS PAYMENT IS RECEIVED BY COMPANY FROM CUSTOMER, UNLESS OTHERWISE SPECIFIED HEREIN, OR BY SPECIFIC ADDENDUM TO THIS AGREEMENT.

d. The following shall be excluded from referral fees set forth in Section 2(a) & (b) herein:

1. Any customers of Company that were/are obtained without the assistance of Referrer or because of a future relationship Referrer may have with Company's customers; or
2. Any customers referred by Referrer but failed to execute a statement of work within one hundred eighty (180) days of the Company receiving the referral fee claim form; or
3. Any work acquired by Company from customer outside the initially executed Statement of Work.
4. Late fees and taxes shall not be subject to referral fees.

e. In the event that the referred customer was referred to Company from more than one authorized Referrer, the Company will pay the Commission to the Referrer who provided the most proximate, or recent, referral relative to the date the referred customer signs a SOW with Company

f. Time of Payment: Referral fee payments shall be paid to Referrer once all collectibles has been collected by Company from Customer. Referrer shall receive payment as agreed in Section 2 herein.

g. Collection Costs by Company: In the event that Company is required to seek collection remedies associated with accounts receivables referred by Referrer, the Company shall be entitled to deduct legal fees, expenses, and/or collection costs expended prior to any calculation or distribution of referral fees. (For Example: Company is owed \$100.00 from Customer for work performed and billed. Customer defaults on payment resulting in Company hiring Collection Agent ABC to collect the debt. Collection Agent ABC charges \$30.00 or 30% to collect the debt owed, and actually collects the balance, resulting in \$70.00 actually received by Company. Referral Agent shall be entitled to only receive the sum of \$3.50, or FIVE (5%) percent of monies actually received by Company.)

3. Referral fees are due when Company receives full payment from the referred client, and must be paid to Referrer within 30 days of receipt of full payment from referred client.

4. The engagement of Referrer is non-exclusive. Company may engage a third party to perform any of the Services during the Term and may independently develop relationships for which Referrer will not be entitled to any referral fees.

5. The Term and termination of this Agreement shall be as follows:

- a. The term of this Agreement ("Term") shall commence on the effective Date and shall continue until the Services are fully performed unless otherwise earlier terminated in accordance with the terms herein set forth.
- b. Either Party may terminate this Agreement at any time and without liability by providing the non-terminating Party ten (10) days written notice.

6. Consistent with the understanding of the parties to this Agreement, Referrer is an independent contractor and not an employee, partner, franchisee or joint venture of Company. The Company declares and covenants that the Company is engaged in an independent business, and has complied and will comply with all national and local laws relating to business permits and licenses of any kind that may be required to carry out the business and tasks to be performed by the Company under this Agreement. Company is not required by Referrer to incur any costs or expenses pursuant to this Agreement. No payment or withholding of any national, local, city or other payroll or employment taxes. Taxes relating to income received by Company from Referrer will be made by Referrer. The Referrer agrees to indemnify and hold Company harmless should a claim related to expenses, insurance or the lack thereof and/or local, or national taxes be made by anyone, including any governmental authority.

7. Referrer is not granted any right to use any of the Company's trademarks or logos in conjunction with the sales and promotions of Referrer's services. Under no circumstances is a Company trademark to be used as part of Referrer's corporate/business name.

8. No worker's compensation insurance has been or will be obtained by Company on account of Referrer. Referrer shall comply with any applicable workers' compensation laws with respect to Referrer or Referrer's employees, if any. Referrer shall indemnify and hold Company harmless against any claim for injuries or damages caused by Referrer while traveling in the scope of Referrer's activities pursuant to this agreement.

9. It is understood that the Referrer may receive proprietary and sensitive information from Company in conjunction with providing the services hereunder. The Referrer agrees that Referrer will not divulge information pertaining to the Company's goods or services nor that of prospective or existing customers to any third party during the term of this Agreement and for a period of two (2) years from the date of final referral sale.

10. This Agreement is governed by the laws of the Republic of Korea. The parties consent to the jurisdiction of the courts of the City of Seoul and the Republic of Korea Court having competent jurisdiction for any dispute arising out of a breach of any paragraph in this Agreement.

11. Referrer agrees that it will not solicit any customers that are part of Company's customer base for any business that competes with Referrer nor will Referrer solicit or hire any employees of Company during the term of this Agreement and for a period of two (2) years from the date of final referral sale.

12. If a party fails to perform any of its obligations under this agreement or if dispute arises concerning the meaning of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay the reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including court costs and reasonable attorneys' fees.

13. Notices will be effective hereunder when and only when they are reduced to writing and delivered, by next day delivery service, with proof of delivery, or mailed by certified or registered mail, return receipt requested, to the person named below at the address as first stated above. Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused.

14. In the event any provision of this Agreement shall be invalid, illegal or enforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

15. This Agreement shall not be assigned by Referrer, in whole or in part, without the express written consent of Company.

Witty Manager Korea's Representative

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Referrer

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_