



REFERRAL PARTNER AGREEMENT

This Referral Referrer Agreement (“Agreement”) is entered into as of _____ (“Date”), by and between Security Lock Technologies (“Company”), with its principal place of business at 3855 County Farm Road, Hanover Park, IL 60133, and _____ (“Referrer”), with its principal place of business at _____ (“Referrer Company Address”). Collectively, the Company and the Referrer may be referred to as the “Parties.”

SECTION 1: DEFINITIONS

1.1 **Referral** is defined as a potential customer or client introduced to the Company by the Referrer who is solely an independent third party. Immediate family members do not apply.

1.1.1 **Acknowledged Referral** occurs when the Company validates in writing that the Referral has been recorded as original from the Referrer. The Company possesses the right to decline any Referral if it does not meet the requirements, is already in the Company’s database, or is in active negotiations with the Company.

1.2 **Accepted Referral** will meet all the following criteria:

- The Referral signs a binding agreement with the Company.
- The Company receives full payment from the Referral;
- The Referral was never an existing customer nor in negotiations with the Company prior to referral;
- The Referral complies with all laws and regulations and does not harm Company’s reputation; and
- The Referral signs within the timeframe agreed in writing.

It is within the sole discretion of the Company to determine whether a Referral qualifies as an Accepted Referral. The Company shall notify the Referrer in writing of its determination.

1.3 **Qualified Sale** is a binding contract for the Company’s products and or services that the Referrer materially assisted in securing during the sales process and has resulted in revenue received by the Company.



SECTION 2: DUTIES AND OBLIGATIONS

2.1 Duties of the Referrer

- Use best and most lawful efforts to promote the Company's services professionally and ethically;
- Refrain from promoting, marketing, or selling products and or services to a direct competitor of the Company;
- Submit referrals through the Company's referral form or process;
- Provide relevant contact information for each Referral;
- Provide support in facilitating communication with the Referral until it is deemed qualified or unqualified; and
- Provide updates about the Referral when reasonably requested by the Company.

2.2 Duties of the Company

- Provide Referrer with necessary information and support;
- Track referrals and notify Referrer of their status;
- Pay fees and commissions as outlined in Exhibits A and B; and
- Provide training or guidance as needed.

SECTION 3: REFERRAL PROCESS

- 3.1 **Referrals** must be submitted via the Company's designated referral form, email, or direct introduction.
- 3.2 Company retains sole discretion to accept or reject referrals.
- 3.3 A referral is valid for six (6) months from submission. If the prospect signs a contract with Company during that period, the Referrer is entitled to compensation.
- 3.4 Referrer agrees to promote Company professionally and ethically and refrain from marketing to direct competitor.
- 2.5 Referrer will provide necessary contact information, support communication with the Referral, and provide updates as reasonably requested by Company.

SECTION 4: COMPENSATION

- 4.1 **Referral Fee (Flat Rate)** The Company accepts referrals under the following terms. A referral will qualify for payment only if it results in a signed contract and full payment from the referred client. For each accepted referral, the Referrer shall receive **a one-time referral fee equal to one percent (1%) of the total project amount or fifty dollars (\$50.00), whichever is higher.** Referrals that do not meet this minimum payout threshold will not qualify for compensation. The specific referral fee may vary depending on the project type or service, as determined and finalized by **the Sales Team** at the time the contract is executed.



4.2 Payment Terms

- Referral payments are issued within 30 days after the Company receives full payment from the referred client
- All referral payments shall be made via ACH transfer to the Partner's designated bank account. It is the Partner's sole responsibility to maintain accurate and current ACH account information with the Company. Failure to update such information may result in delays in payouts, which the Partner expressly acknowledges and agrees shall not constitute a breach by the Company. No referral payment is due if the client cancels, fails to pay, or defaults on payment owed to the Company.
- Company may withhold referral fees in the event of suspected unlawful activity, fraud, or violation of this Agreement.

4.3 One-and-Done Structure The Referrer's compensation is limited to the one-time referral payment described above. No additional fees, recurring payments, or commissions shall be due for renewals, expansions, or subsequent engagements with the same client.

SECTION 5: CONFIDENTIALITY

5.1 Definition "Confidential Information" means any information that a Party ("Disclosing Party") reveals to the other Party ("Receiving Party") that is either labeled as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and consequences for disclosure. Confidential Information includes but is not limited to customer lists, financial information, non-public information related to products or services, and other proprietary information.

5.2 Non-Disclosure The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.2.1 Exceptions The following stated below is not Confidential Information because it

- Was already lawfully known to the Receiving Party at the time of disclosure;
- Is disclosed to the Receiving Party by a third party who had the right to disclose it;
- Is publicly available through no fault of the Receiving Party; or
- Is independently developed by the Receiving party without use of or reference to the Disclosing Party's Confidential Information.

5.3 Required Disclosure If the Receiving Party is required by law or any governmental authority to disclose any of the Confidential Information, it will give the Disclosing Party



immediate notice of the requirement before the disclosure and, if possible, enough time to contest the disclosure.

5.4 Return of Confidential Information Once the Parties decide to formally terminate the Referrer Referral Program Agreement, at the Disclosing Party's request, the Receiving Party will return all Confidential Information and related documents.

5.5 Continuing Obligations The duty to keep Confidential Information protected continues after this Agreement ends and lasts until the information becomes public.

SECTION 6: INTELLECTUAL PROPERTY

6.1 Ownership Referrer acknowledges that the Company owns all intellectual property rights in its services/products. No rights are transferred under the Referrer Referral Program

SECTION 7: TERM AND TERMINATION

7.1 Term This agreement will commence on the date set above and will continue indefinitely until terminated by either the Company or the Referrer.

7.2 Termination without cause Both parties have the right to terminate this Agreement without cause immediately upon written notice within 30 days. Upon termination, the terminating party is not obligated to provide any reasoning for their decision.

7.3 Termination for Cause Either party may terminate this agreement

- Breaches any condition of this Agreement and fails to cure such breach within 30 days after receiving written notice. If the breach is unable to be cured within 30 days, the breaching Party must initiate corrective action immediately after notice and must do so consistently until the breach is resolved;
- Becomes the subject of a voluntary or involuntary bankruptcy, reorganization, liquidation, dissolution or otherwise ceases to do business; or
- Fails to remain compliant with applicable laws which may harm the reputation of the Company.

7.4 Effect of Termination Upon termination of this agreement:

- The Referrer under this agreement will discontinue all promotion of the Company's products and services;
- Any fees owed to either party at the time of termination will be paid according to the terms of this Agreement.

SECTION 8: GENERAL PROVISIONS

8.1 Governing Law This Agreement shall be governed by and in accordance with the laws of the state of Illinois.



8.2 Entire Agreement This Agreement, including any exhibits, contains the entire agreement between the Parties and supersedes all prior agreements, understandings, and discussions whether oral or written, of the Parties with respect to the only subject matter hereof.

8.3 Amendment Clause This Agreement may be amended or modified only by a written document signed by both Parties

8.4 Waiver: No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the Party granting the waiver. A waiver of one breach or default shall not be considered waiver of any other or future breach of default.

8.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, liabilities, or expenses incurred because of the negligent or intentional acts or omissions of the indemnifying party.

8.6 Severability: If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such unenforceability shall not affect any other terms or provision of this Agreement or invalidate such term or provision in any other jurisdiction.

8.7 Notices All notices under this Agreement must be in writing and delivered by personal delivery, overnight courier, fax or email. Notices become effective upon confirmed delivery, and a confirmed receipt must be sent to the Party's address in this agreement.

Company Address:

3855 County Farm Road

Hanover Park, IL 60133

Referrer Address:

8.8 Independent Contractor Relationship: It is understood that the Referrer is an independent contractor and not an agent, partner, or employee of the Company. The Referrer has no authority to bind the Company or create obligations on its behalf.



By signing below, the Referral Partner acknowledges and agrees to the terms and conditions of the Security Technologies Referral Program:

Name

Company Name

Signature

Date Signed