



# Referral Agreement for Off Day Trainer

~ Term Sheet ~

RELENTLESS Management Group, DBA OffDayTrainer ('OffDayTrainer') is a text messaging software service provider located in San Luis Obispo, CA.

\_\_\_\_\_ ('Agent') desires to establish a right to represent, sell and support the OffDayTrainer online platform and understands and agrees to all the terms and conditions listed therein;

## SELLING RIGHTS

- a. OffDayTrainer grants the Agent a non-exclusive right to sell and promote the OffDayTrainer Product(s) on behalf of the OffDayTrainer (the "Selling Rights").
- b. At the request of the OffDayTrainer, Agent shall furnish the OffDayTrainer with a reasonably detailed, verbal or written report on his/her efforts to sell and promote the Product(s).
- c. The Agent is not obligated to identify himself as a duly authorized and commissioned sales agent in the course of his/her efforts to sell the Product(s) on behalf of OffDayTrainer but may not sell the Product(s) in his/her own name.

## PRODUCT PRICES

The OffDayTrainer shall fix the selling price(s) of the Product(s) and the Agent may only sell the Product(s) at that selling price(s).

- Reseller exclusive promotional plan \$19 per month (0-20 users)
- \$49 per month (0-100 users)
- \$99 per month (101-250 users)
- \$199 per month (251-500 users)
- \$299 per month (501-1000 users)

## ORDERS / CUSTOMERS

- a. The Agent shall obtain written order requests for the Product(s) from customers, through the designated trainer signup portal.

## COMMISSION

- a. OffDayTrainer shall pay the Agent commissions per the terms described in Schedule A.
- b. The OffDayTrainer may accept the cancellation of Product(s) for a refund or partial refund in its sole discretion
- c. The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.



## **SCHEDULE A**

For each approved new OffDayTrainer trainer enrollment, an Agent will receive:

- 100% of first month's revenue
- 10% of monthly recurring revenue

Payments will be made to the Agent once monthly, within 15 days of the end of the previous month.

## **TRAINING**

At the request of the Agent, OffDayTrainer shall train the Agent in the proper use of the Product(s).

## **ADVERTISING AND INFORMATION MATERIALS**

Agent shall be responsible for all promotional and advertising materials, unless otherwise agreed upon. Materials must be approved by OffDayTrainer prior to use.

## **PERFORMANCE**

No performance requirements to maintain Agent reseller status

## **PRODUCT IMAGE**

The Agent shall not do or permit anything to be done to prejudice the market image of the Product(s) or the OFFDAYTRAINER.

## **DATA**

OffDayTrainer exclusively owns the rights to all customer data and analytics.

## **CONFIDENTIALITY**

The Agent shall keep OffDayTrainer's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information,

confidential and shall not disclose them to any third party during and after termination of the Selling Rights.



## **SUMMARY TERMINATION OF SELLING RIGHTS**

If the Agent breaks any term of this agreement, OffDayTrainer may summarily terminate the Selling Rights on notice in writing to the Agent.

## **TERMINATION CONSEQUENCES**

On termination of the Selling Rights for any reason, the Agent shall immediately cease to describe him/herself as an "Authorized Sales Agent" of the OffDayTrainer and cease selling the Product(s). All residual commissions will be stopped.

## **ASSIGNMENT**

The Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the OffDayTrainer, which consent may be withheld without good reason.

## **FIDUCIARY RELATIONSHIP**

The Agent accepts and acknowledges that the terms of this agreement are in addition to and do not detract from the ordinary fiduciary duties owed by the Agent to the Principal.

## **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other party that (a) it has the full power, authority and legal right to execute, deliver and perform this Agreement, (b) this Agreement has been duly authorized, executed and delivered by it and (c) this Agreement is a legal, valid and binding obligation enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally and subject to general principles of equity. OffDayTrainer makes no representations or warranties of any kind to Agent Reseller with respect to the Service, other than any that are expressly set forth in this Agreement. If Agent Reseller makes any representations or warranties to Subscribers with respect to the Service, such representations and warranties shall be the sole responsibility of Agent Reseller.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date