



## REFERRAL AGREEMENT

This Referral Agreement (“**Agreement**”) between the undersigned (“**Referring Party**”) and Atlas Technology Solutions Inc. (“**Atlas**”), with its principal place of business at 1 N Franklin St, Suite 2600, Chicago, IL 60606 (each a “**Party**” and collectively, the “**Parties**”) is effective as of the date of signature by the Referring Party (“**Effective Date**”).

FOR VALUE RECEIVED, the Parties agree as follows:

1. **Appointment.** Atlas hereby appoints Referring Party as an independent, non-exclusive referral source of potential clients (each, a “**Prospect**”) for Atlas’ Employer of Record services and/or related services and products (collectively, the “**Atlas Services**”), and Referring Party accepts such appointment, subject to the terms and conditions of this Agreement. For clarity, Atlas may, at its sole discretion, (a) conduct its own marketing or sales of its Services or appoint others to do so, and (b) at any time, discontinue the availability of Atlas Services or make additions, deletions or other changes to Atlas Services as it deems necessary, desirable or appropriate.
2. **Duties of Referring Party.**
  - 2.1. Referral Services. Referring Party will (a) present the Atlas Services to Prospects that meet Atlas’ client profile as will be communicated by Atlas to Referring Party from time to time, (b) introduce Prospects to Atlas and obtain from Prospects such information, including applications, as Atlas may reasonably request, to permit Atlas to evaluate the Prospect, (c) provide additional assistance with Prospects as Atlas may reasonably request (the “**Referral Services**”).
  - 2.2. Standards. Referring Party will perform the Referral Services in compliance with all applicable laws and in a professional manner, including in such a way that reflects favorably at all times on the Atlas Services and the reputation of Atlas. Referring Party will not (a) misrepresent in any manner, Atlas or the Atlas Services, (b) have any authority to accept Prospects on behalf of Atlas or to bind or commit Atlas to deliver Atlas Services to any Prospect, or (c) represent or imply that it is a part of or affiliated with Atlas.
3. **Acceptance of Prospects.** In order for a Prospect referred by Referring Party to become a client of Atlas (a “**Referred Client**”), a Prospect must execute an agreement with Atlas under which Elements makes Atlas Services available to such Prospect (“**Definitive Agreement**”). Referring Party acknowledges and agrees that (a) a Referred Client excludes any Prospect with whom Atlas is already in dialogue or a Prospect that is or has already been a client of Atlas and (b) a Prospect that is introduced to Atlas through another referral source. Atlas is under no obligation to enter into a Definitive Agreement with any Prospect and will have absolute discretion to determine its acceptance of a Prospect as a Referred Client, and/or the terms of any Definitive Agreement.
4. **Compensation of Referring Party.** If, as a direct result of the Referral Services, a Prospect within sixty (60) days of introduction by Referring Party, becomes an accepted sales lead and becomes a Referred Client within six (6) months from the date of introduction by Referring Party, Atlas will notify Referring Party, and Referring Party will receive, as its sole compensation, commission fees in accordance with **Schedule A** to this Agreement (“**Commission Fees**”).
5. **Intellectual Property.** Referring Party is authorized to use the copyrighted materials, trademarks, trade names, and service marks of Atlas (“**Intellectual Property**”) solely in connection with the performance of its obligations hereunder in accordance with the policies and procedures established by Atlas from time to time, provided that nothing contained in this Agreement will effect or be deemed to effect an assignment, license or other grant of any right, title or interest by Atlas in any of the Intellectual Property. Atlas reserves, in its sole discretion, the right to remove this authorization from Referring Party in the event that Referring Party misuses the Intellectual Property.

## 6. **Confidentiality.**

6.1. **Confidential Information.** In connection with the performance of this Agreement, Atlas may disclose to Referring Party certain confidential and/or proprietary information and trade secrets regarding Atlas' and/or its affiliates' business or affairs, including: (a) technical information, such as trade secrets, methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, and research projects; (b) business information, such as customer lists, pricing data, fees, sources of supply, financial data and marketing, production, and merchandising systems or plans, (c) the terms of this Agreement, and (d) other information which would be regarded as being confidential by a reasonable business person (collectively, "**Confidential Information**"), provided that Confidential Information excludes information that (i) is in or enters the public domain without breach of this Agreement, (ii) was known to Referring Party on a non-confidential basis prior to receiving such information from Atlas, (iii) is received by Referring Party on a non-confidential basis from a third party who is not bound by an obligation of confidentiality in respect of such information or (iv) is independently developed by Referring Party without reference to Confidential Information.

6.2. **Confidentiality Obligations.** Referring Party will maintain the confidentiality of all Confidential Information in its possession or control. Referring Party will not use Confidential Information other than for the performance of this Agreement or disclose or divulge to others any Confidential Information. Notwithstanding the foregoing, Referring Party may disclose to Prospects that Referring Party has a commission arrangement with Atlas.

6.3. **Return/Destruction.** Upon termination of this Agreement or at any time upon Atlas' request, Referring Party will promptly, at Atlas' option, return or destroy (with written certification of destruction) all materials in Referring Party's possession or control that contain any Confidential Information, without retaining a copy thereof.

7. **Anti-bribery.** Referring Party guarantees and warrants that it and its former, current and future shareholders, employees, attorneys, officers, directors, agents, representatives, and any person acting on its behalf (a) do not and have not, directly or indirectly, promised or been promised, authorized, ratified, offered to make or been offered, solicited or been solicited, provided or been provided, accepted, received or taken, among other things, any kind of monetary or non-monetary benefit, bribe, payment, rebate, discount, payoff, influence, kickback, contribution, gift, loan, reward, advantage, favor, reimbursement or anything of value (to be interpreted broadly), which is in any way related to this Agreement, and (b) do not and have not maintain(ed) any kind of direct or indirect relationship whatsoever (including but not limited to direct or indirect family ties and friendship) with Atlas or any of Atlas' respective former, current and future shareholders, employees, attorneys, officers, directors, agents and representatives.

8. **Non-Solicitation.** During the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement, Referring Party will not, either directly or indirectly, on its own behalf, or on behalf of any person, entity, partnership, or business association, (a) solicit or attempt to solicit any business from any client of Atlas (including Referred Clients) with whom Referring Party had material contact during the term of this Agreement, for the purpose of providing products or services that are competitive with the Atlas Services, or induce any client of Atlas (including Referred Clients) to terminate any Atlas Services, or (b) solicit or hire any employee of Atlas, or in any manner attempt to influence or induce any employees of Atlas to leave their employment with Atlas.

9. **No Conflict of Interest.** Referring Party warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## 10. **Term and Termination.**

10.1. **Term.** This Agreement will commence on the Effective Date and continue in force indefinitely until terminated in accordance with its terms.

10.2. **Termination for Convenience.** Either Party may terminate this Agreement at any time on at least thirty (30) calendar days prior notice to the other Party.

10.3. **Termination for Breach.** Either Party may terminate this Agreement for material breach by the other Party of this Agreement if such breach is not cured within fourteen (14) calendar days after written notice specifying the breach is given to the Party in breach.

10.4. **Additional Termination Rights.** Without prejudice to any other rights Atlas may be entitled to, any breach of Sections 7, 8 or 9 will give Atlas the right to terminate the Agreement immediately for cause and will trigger the payment of a contractual penalty amounting to the (average) Commission Fees paid or which would have to be paid to Referring Party within one (1) year of duration of the Agreement (or the annualized value thereof), to be paid by Referring Party within ten (10) days upon request by Atlas.

11. **Irreparable Harm.** Referring Party agrees that a breach of this Agreement could cause Atlas immediate and irreparable harm and in such case, Atlas will be entitled to equitable relief without the posting of any bond or other security. Referring Party further agrees that the legal fees and costs incurred by Atlas to enforce this Agreement will be Referring Party's responsibility and will be included as part of any equitable order, judgment, or final settlement.

12. **Indemnification.**

12.1. **By Atlas.** Atlas will indemnify, defend and hold harmless Referring Party against any third-party liabilities, claims, damages, losses demands, investigations or expenses incurred by Referring Party that are the direct and sole result of Atlas' breach of this Agreement.

12.2. **Referring Party.** Referring Party will indemnify, defend and hold harmless Atlas, its officers, employees, shareholders, directors, insurers and attorneys against any third-party liabilities, claims, damages, losses, demands, investigations or expenses incurred by any of them to the extent caused by Referring Party's breach of this Agreement or other actions or omissions of Referring Party.

13. **Limitation of Liability.**

13.1. **Maximum.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATLAS' TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID AS COMMISSION FEES BY ATLAS TO REFERRING PARTY UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THAT THE FIRST CLAIM AROSE.

13.2. **Exclusions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ATLAS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY DIRECT OR INDIRECT DAMAGE TO OR LOSS OF DATA, BUSINESS OR PROFITS IN CONNECTION WITH THIS AGREEMENT OR ANY ATLAS SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ATLAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

14. **Dispute Resolution.** Any dispute in connection with this Agreement (a "**Dispute**") will be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Atlas may apply to a court of competent jurisdiction for equitable relief pursuant to Section 11. Any Dispute proceeding will be brought and maintained in Wilmington, Delaware and will be subject to the jurisdiction of the appropriate state or federal court sitting in State of Delaware. Each Party waives any right to a jury trial in any court proceeding involving a Dispute.

15. **Independent Contractor.** Referring Party provides the Referral Services as an independent contractor, at its own expense, and there is no agency, partnership, joint venture, employment or franchise relationship between Referring Party or its employees and Atlas.

16. **General.**

16.1. Construction and Interpretation. The fact of authorship by or on behalf of a Party will not affect the construction or interpretation of this Agreement. Headings and section references in this Agreement are for convenience only and do not define or limit the scope of any provisions of this Agreement. The term “including” means “including without limitation” and variations of the term “including” have a similar meaning. Unless the context otherwise requires, terms in the singular include the plural and terms in the plural include the singular.

16.2. Survival. Any provisions of this Agreement that expressly or by their nature are intended to survive termination of this Agreement, will continue in full force and effect following termination.

16.3. Severability. Each provision of this Agreement will be considered severable. If any provision is or becomes invalid, illegal or unenforceable, it will be deemed deleted and all other provisions of this Agreement will continue in full force and effect.

16.4. Waiver. All waivers must be in writing and signed by the Party granting the waiver. The failure of either Party to timely or strictly enforce the provisions of this Agreement will not constitute a waiver of that or any other provision.

16.5. Assignment. Referring Party may not assign, transfer or subcontract performance of this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Atlas.

16.6. Notices. Notices required or permitted under this Agreement must be in writing and may be delivered electronically, with acknowledgement of receipt, to the recipient’s address herein or as otherwise provided by the recipient.

16.7. Force Majeure. If either Party fails to perform its obligations in accordance with this Agreement due to circumstances beyond its reasonable control, including strikes, lockouts, labor disputes, fire, explosion, act of God, war, terrorism, or threat of war or terrorism, or other similar causes, then such failure to perform will not be a breach of this Agreement.

16.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules.

16.9. Authority and Execution. Each Party represents and warrants to the other that it has the requisite power, authority, and consent to sign this Agreement without violating any other agreement or applicable law. This Agreement may be executed electronically.

16.10. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior oral or written communications between the Parties relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the Parties.

**REFERRING PARTY**

By: \_\_\_\_\_

Name:

Position:

Date:

## Schedule A – Commission Fees

### Commission Fees

1. Commission Fees will be paid to Referring Party at the commission rate and for the payout period set out below according to the aggregate number of worksite employees hired by Atlas on behalf of Referred Clients. The commission rate is applied to the monthly recurring administrative fees actually received by Atlas for Atlas Services provided to Referred Clients ("**Collections**"), excluding (a) any applicable taxes, regulatory fees, surcharges, or any other statutory charges and (b) any amounts collected (i) for one-time charges, (ii) on behalf of a third party, and (iii) for services sold by Atlas to Referred Clients through agencies or channels other than the Referring Party, even if such amounts are received combined with other amounts that have been invoiced separately.

Level	Onboarded Worksite Employees	Commission Rate	Payout Period
Silver	1-9	10%	12 months
Gold	10-19	15%	18 months
Platinum	20+	20%	Perpetuity

2. Commission Fees will be paid monthly following the month of receipt of Collections by Atlas.
3. Referring Party will refund to Atlas any Commission Fees received by Referring Party based on Collections which are refunded or credited to Referred Clients.
4. Commission Fees will cease upon the termination of this Agreement.