

REFERRAL AGREEMENT

This Referral Agreement (hereinafter the "Agreement") is entered into on _____, 2020 (the "Effective Date") between _____ (hereinafter referred to as "Referrer"), whose mailing address and telephone number are _____, and Intap, Inc. (hereinafter referred to as "Seller") whose mailing address is 2120 Avy Ave. #7753 Menlo Park, CA 94025 (each a "Party" and together the "Parties").

WHEREAS, Seller is in the business of finding buyers/acquirers;

WHEREAS, Referrer has contact with _____, which is a company that may be interested in buying/acquiring Seller;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. TERM AND TERMINATION

The Term of this Agreement shall commence on the Effective Date and shall continue in full force until January 1, 2021.

2. EXCLUSIVITY

For the Term of this Agreement, Referrer shall have the non-exclusive right to introduce the Seller to the prospective buyer/acquirer. In case prospective buyer/acquirer had already known about the Seller prior to the Effective Date, this Agreement is void.

3. FEES AND PAYMENT

The Referrer will receive a ten percent (10%) commission based on the total purchase price actually paid to the Seller (the "Referral Fee"). In case prospective buyer/acquirer cannot officially tell which exact referrer referred the Seller first, then a ten percent (10%) commission will be distributed among all referrers. Referrer or referrers will be paid upon Seller's business being acquired by a referred company. Seller will send a Referral Fee within 10 days after receiving the money from a buyer/acquirer.

4. MISCELLANEOUS

1. Relationship Between the Parties. Each Party's relationship with the other is that of independent contractor. Nothing contained herein creates a partnership, joint venture or similar business relationship between Seller and Referrer. No employee of either Party will be considered an employee of the other for any purpose.

2. Use of Name. Seller and its employees, agents and representatives will not, without Referrer's prior written consent, use Referrer's name, logos or trademarks in advertising, publicity or other promotional endeavor; or represent, directly or indirectly, that any product or service provided by the Seller has been approved or endorsed by the Referrer, or refer to the existence of this Agreement in press releases, advertising or materials.
3. Governing Law. This Agreement, its subject matter and the Parties' respective rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles regarding conflicts of law. All disputes arising out of or related to this Agreement shall be resolved by the courts located in California.
4. Modification, Amendment and Waiver; Benefit. There are no understandings, agreements or representations, express or implied, with respect to the subject matter hereof not specified herein. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by a writing executed by both Parties. This Agreement will inure to the benefit of Referrer, Seller, and their respective successors and permitted assignees.
5. Authority. Both Referrer and Seller have full authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.