



REFERRAL PARTNER AGREEMENT

THIS SALES REFERRAL AGREEMENT (the "**Agreement**"), made and entered into as of the date last signed below ("**Effective Date**"), by and between **RICOP Design-Build** ("**Company**") and [_____], a [_____] ("**Representative**").

RELATIONSHIP.

1.1 Representative shall act as Company's non-exclusive sales referral representative for the referral of leads for those Company Services (the "**Products and Services**") as set forth on Exhibit A. Representative's sole authority shall be to provide sales leads to allow Company to solicit orders for the **Products and Services**.

1.2 Representative shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of Company, nor shall Company be liable for any acts, omissions to act, contracts, commitments, promises or representations made by Representative. Company and Representative are independent contractors, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create an employer-employee relationship; (c) give the Representative the authority to bind Company to any contract with a third party; or (d) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking. All financial and other obligations associated with Representative's business are the sole responsibility of Representative. As an independent contractor, the mode, manner and method used by Representative shall be under Representative's sole control and Representative shall be responsible for risks incurred in the operation of its business and the benefits thereof. Any persons employed by Representative to perform any part of Representative's obligations hereunder shall be under the sole control and direction of Representative and Representative shall be solely responsible for all liabilities and expenses thereof. Representative agrees that neither it nor its employees or anyone else acting on its behalf shall receive any employee benefits of any kind from Company. Representative (and its employees, consultants and agents) are excluded from participating in any employment benefit plans or programs as a result of performance of services here under and waive any and all rights, if any, to participate in any of employee benefits offered by Company to its employees. All expenses necessary to perform the duties of each party, except as expressly provided herein, shall be the sole and exclusive responsibility of that party.

1.3 Representative acknowledges and agrees that no license is granted under this Agreement to use or access the **Products and Services**, any of Company's proprietary technologies embodied therein, or any data, information or other content provided thereby and Representative shall have no right to access or use the Services. As between Company and Representative, Company retains all right, title and interest in and to the Products and Services and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and Representative acknowledges that it neither owns nor acquires any rights in or to the Products and Services.

2. REFERRALS. Representative shall identify potential customers (each, a "**Proposed Lead**") and relevant commercial conditions relating to Proposed Lead. Representative shall complete a Lead Qualification Information Form ("**LQI Form**") in the form attached hereto as Exhibit B for each

Initials: Representative _____ RICOP _____



Proposed Lead and provide the completed LQI Form to Company. At the Company's request, Representative agrees to discuss each completed LQI Form in detail with Company and to assist Company in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead. Representative shall conduct all of its business in Representative's own name and in a businesslike and professional manner. In no event will Representative make or purport to make representations or warranties on Company's behalf, or purport to act as an agent of the Company for any purpose. Company shall make available to Representative materials and literature regarding the Products and Services, including service information and marketing materials. The Company will provide, from time-to-time and as determine solely by the Company customers that are "**Excluded Customers**".

3. REFERRAL FEES, BILLING AND COLLECTIONS.

3.1 Company shall, in its sole discretion, accept or decline a **Proposed Lead** submitted by Representative within thirty (30) business days of the date that the **LQI Form** is submitted to Company. A **Proposed Lead** will become a "**Sales Lead**" when accepted by the Company and confirmed by e-mail or another written means. A **Sales Lead** received from the Representative will expire in 60 days if there is no measurable specific progress moving the lead to a close. This will be determined by the company. The method of following up **Sales Leads** will be determined in Company's sole discretion.

3.2 To become a "**Customer**" upon which Representative is eligible to receive a Referral Payment, the **Customer** must:

- (a) have been a **Sales Lead** referred to Company by Representative;
- (b) have agreed to and met with Representative and Company in a setting where all three parties are present for the purposes of Company to sell its **products and services** to the **Customer**; and (c) enter into, for the first time, a signed purchase agreement with Company within twelve (12) months of the meeting in **3.2 b**.

3.3 Company shall have sole and exclusive control over all prices, discounts, allowances, refunds, development, specifications, delivery, and other terms governing the **Products and Services**, which are subject to change by Company, upon ten days' written notice thereof. Company shall have sole discretion to refuse to offer any **Products and Services** to any third party without liability to Representative for any Referral Payment. Representative agrees that it shall quote only the prices and terms for the **Products and Services** from time-to-time provided to Representative by Company, and Representative shall not alter or change such prices or terms unless otherwise authorized by Company in writing. Full responsibility for all contracts and collection rests with Company. All orders shall be taken and contracts executed in the name of Company, which shall invoice customers and carry accounts in its own name as creditor, except in cases where a different procedure is agreed upon in advance in writing.

4. PAYMENT.

4.1 Company shall pay Representative a referral payment for each Sales Lead that becomes a Customer ("**Referral Payment**"). The Referral Payment shall be made on a percentage of "**Net Sales**" recognized as revenues by Company using US GAAP accounting methods, from sales of **products and services** as specified in Exhibit A and not include additional services, subscriptions, taxes, applicable transaction fees, write-offs, subsequently credited charges, special promotional discounts, multi-service and term discounts, refunds, charge backs, fraudulent charges, any amounts paid by Customer for any sales or sublicenses of third party products or services provided on or behalf of Company, or revenue generated by any Excluded

Initials: Representative _____ RICOP _____



Account. The Referral Payment shall be deemed earned when the transaction is funded either through a lease program or monthly PEG billing. Commissions shall be payable within 15 days of received payment from the customer or lease funding, by the Company to the Representative, subject to provisions 4.2 below.

The Parties agree that the **Referral Payment** provided herein shall be the sole, exclusive and final compensation due to Representative with respect to the referral of the Customer unless customer renews their contract of which the sales referral representative will again be paid. The parties agree that Representative and its employees are independent contractors for tax purposes and Representative and its employees shall be solely responsible for payment of any and all City, State Federal income taxes or state sales tax arising or any other unforeseen charges from or imposed on the payments made to Representative by Company, and Representative shall be responsible for all expenses incurred by it in connection with the implementation and performance of its duties and obligations under this Agreement except as provided herein.

Representative agrees, as an independent contractor, that neither it nor its employees are entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits in the event that Representative, or any employee of Representative, is injured in any manner while performing obligations under this Agreement. Representative will be solely responsible to pay any and all local, state, and/or federal income, social security and unemployment taxes for Representative and its employees. The Company will not withhold any taxes or prepare W-2 Forms for Representative, but will provide it with a Form 1099, if required by law.

4.2 Except in the event of termination for breach and subject to this Section 4, following termination of this Agreement, Company shall pay Representative a **Referral Payment** on all **Proposed Leads** received by Company prior to the effective date of termination that are accepted by Company and become **Customers** within one hundred and twenty (120) days after the effective date of termination of this Agreement, pursuant to the terms and limitations of Section 4.1. Except as provided in this Section 4.2, as long as PEG, INC. is receiving commission payments from the referral customer for Referral Representatives accounts, Referral representative will be paid its share of such commission for the length of the client contract term and any future contract renewals unless agent is terminated per Section 6. Company shall have no obligation to pay **Referral Payment** to Representative after the effective date of termination.

5. CONFIDENTIALITY. All Confidential Information obtained by Representative in connection with its activities hereunder shall be treated as confidential and proprietary information of Company that Representative shall not use for its own benefit or for any purpose other than fulfilling its obligations under this Agreement, and Representative shall not disclose such Confidential Information to any third party except with Company's prior written consent. "Confidential Information" as used in this Agreement shall mean all information disclosed by Company to Representative and other information regarding the Company or its business obtained by Representative pursuant to services provided under this Agreement or otherwise that is not generally known in the trade or industry. Confidential Information shall also include proprietary or confidential information of any third party who may disclose such information to Company or Representative in the course of Company's business. The foregoing obligation shall not apply to information which was (a) otherwise publicly available; (b) previously known to Representative free of any duty of confidentiality; or (c) required to be disclosed pursuant to applicable law (in which case prior to such disclosure Representative must first notify Company and gives Company the opportunity to seek a protective order or to contest such required disclosure). All Confidential Information is the sole and exclusive property of the Company or its suppliers or customers, as

Initials: Representative _____ RICOP _____



appropriate. Upon request by Company, Representative agrees to promptly deliver to Company the original and any copies of the such Confidential Information. Representative shall take all reasonable steps to protect Company's Confidential Information.

6. TERM AND TERMINATION.

RICOP Design-Build agrees that this Agreement shall survive any substantial change in ownership of RICOP Design-Build and the terms and conditions of this Agreement shall be binding on any company acquiring the assets of Precursor Energy Group. Substantial change of ownership is the sale or exchange of 51% or more of the common stock.

6.1 The term of this Agreement shall commence on the "**Effective Date**" and continue, unless earlier terminated, for thirty six (36) months. After thirty six (36) months this Agreement shall renew for annually for one (1) year increments unless Representative is terminated by Section 6.2 (i),(ii).

6.2 This Agreement may be terminated by either party upon ten (10) days prior written or e-mail notice to the other party in the event of:

- i. Breach of any provision of this Agreement by Representative or Representative defaults, fails to perform its obligations hereunder or participates or engages in any activity relating to fraud against The Company, or if Representative falsifies or forges any order for service.
- ii. Insolvency, bankruptcy, receivership, dissolution or death of Representative or Representative assignment of the Agreement without The Company's written consent.

The Company may also terminate this agreement without cause by giving a 30 day written notice. However, commissions will still continue to the Representative for any current or renewed customer contracts during this agreement or after termination. No commission shall be payable following any termination pursuant to this Section 6.2 (i),(ii).

The Company may also terminate this Agreement immediately in the event of a breach of this agreement by the Representative.

6.3 Sections 1.2, 1.3, 4.2, 5, 6.3, 7, 8, and 9 shall survive termination of the Agreement. Upon termination of this Agreement for any reason, Representative immediately shall cease the use of all Company confidential and proprietary information and shall return to Company all brochures, literature, documentation and other materials within Representative's control.

7. REPRESENTATIONS, DISCLAIMER, LIMITATIONS. Representative represents and warrants (i) that it shall conduct its business activities in a legal and ethical manner; (ii) that it will commit no act which would reflect unfavorably on the Company; and (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to Representative.

8. INDEMNIFICATION. Representative shall indemnify and hold harmless Company, its officers, directors, owners, agents and employees, from and against any and all claims, losses, actions, damages, expenses and all other liabilities, including but not limited to reasonable attorneys' fees and costs, brought or imposed against Company by Representative, its employees or by any other parties, arising out of or resulting from the acts or omissions of Representative, its agents, employees or contractors. Representative will obtain for itself and its personnel before providing services, at its own expense, General Liability (GL) insurance coverage for services covered by

Initials: Representative _____ RICOP _____



this Agreement and (if available under state law) worker's compensation coverage. In the event these coverages are not obtained, the Representative agrees that the Company is not responsible in any manner for any liabilities or injuries in association with any Representative actions.

9. GENERAL. This Agreement, including any Exhibits attached hereto, constitutes the entire understanding of the parties; shall supersede any oral or written agreements; and shall be binding upon and inure to the benefits of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. Representative shall not assign this Agreement in whole or in part without Company's prior written consent. Any such assignment in violation thereof shall be null and void.

10. MISCELLANEOUS.

- a. **Assignment; Benefit.** The parties may not assign their rights or obligations under this Agreement to any third party without the other's written consent unless the death of representative. Upon death of representative this agreement will follow heirs per the direction of their personal will.
- b. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary reimbursements in addition to any other relief to which such party may be entitled.
- c. **Best Efforts.** Each party acknowledges that it will utilize its best efforts in performing its obligations under the terms of this Agreement.
- d. **Complete Understanding; Modification.** This Agreement contains the entire understanding between RICOP Design-Build and Representative, and supersedes all prior and contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter of this Agreement. This Agreement can be modified only by a written amendment executed by the Parties.
- e. **Counterparts.** This Agreement may be executed in counterparts.
- f. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed according to the laws of Ohio, and any action brought to enforce any rights under, arising out of or concerning this Agreement shall be brought in a court located in Ohio. The Parties hereby agree to submit to the personal jurisdiction of the federal and state courts located in Ohio.
- g. **Notices.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below. Such notice shall be deemed given on the day in which an email is sent, or the day upon which personal delivery is made to the appropriate address, or if mailed, three days after the date of mailing.

If to Representative:

Name _____
Address _____
City _____
State _____ Zip code _____

Initials: Representative _____ RICOP _____



If to RICOP Construction Co.:

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Attn: Walter Beatty
President
2040 Fairwood
Columbus, Ohio 43207

With a Copy to:

Name of corporate counsel, Esq.

- h. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.
- i. **Waiver.** The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any other or subsequent breach.

Initials: Representative _____ RICOP _____



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last signed below.

COMPANY: RICOP Design-Build

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

REPRESENTATIVE:

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

REPRESENTATIVE:

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

REPRESENTATIVE:

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

Initials: Representative _____ RICOP _____



EXHIBIT A

REFERRAL PARTNER AGREEMENT

Referral Partner Representative will receive \$5,000 per 1 million dollars of new construction RICOP contracts with the lead referral. Monies will be paid in 1 payment 10 days after at the initial construction draw.

***Please fax this signed agreement to
Mark Frenzt
614-388-5512***

Initials: Representative _____ RICOP _____



EXHIBIT B

REFERRAL PARTNER AGREEMENT

Lead Qualification Information Form:

Referral Agent:

- Name and contact information.
- Companies worked for (or contracted by).
- Current employer:

Lead:

- Name:
 - Title:
 - Company:
 - Contact information:
-
- Relationship, if any, to representative:
-
- Agent's familiarity with named individual
-
- Lead's position in company (Job title, responsibility description, key influence linkage)
-
- Suggestions on how to pursue having Lead or another individual in the company be an influential champion for RICOP Design-Build

Expectations:

Is the company likely to use RICOP Design-Build services?

Any sense of timing?

Special company situations?

Areas of concern about company or key people?

Initials: Representative _____ RICOP _____