

REFERRAL PARTNER AGREEMENT

This Partner Agreement, consisting of this Cover Page and the attached Business Terms (collectively, this "**Agreement**"), is made and entered into by and between TRG and Partner (each, as defined below). The Agreement will become binding once you complete and submit the TRG Referral Partner Program Form ("**Form**") to indicate your acceptance of this Agreement and receive an email confirmation from TRG indicating that the Form and Agreement have been received and processed by TRG (the "**Effective Date**"). TRG and Partner are sometimes referred to as a "**Party**", and together as the "**Parties**."

The Agreement uses these definitions for the following words, whether capitalized or not:

TRG:	Partner:
" TRG ", " Us " or " We " means The Rudow Group, Inc., a U.S., State of California corporation with corporate offices in Redondo Beach, California.	" Partner " or " You " means the person or company (including Company Name and other information) detailed in the Form submitted to TRG.
The Rudow Group, Inc. Headquarters and Notice Address:	Partner Information:
1603 Aviation Blvd., Suite E Redondo Beach, CA 90278 310.374.6448 info@rudowgroup.com	" Partner Information " means the information provided by Partner in the Form.

BUSINESS TERMS

Background

The Rudow Group is passionate about helping organizations improve their direct sales, channel sales, and sales leadership performance.

Our behavioral skills training content is based on our collective experiences over 30+ years of direct sales, channel management and sales leadership. The skills and techniques we cover will support virtually any sales methodology and help your sales resources find the most effective ways to drive increased performance. From increased win rates to deeper partner engagements to shorter sales cycles to higher partner investments, our content will challenge even the most experienced sales resource to achieve their personal “next level” of performance. Our facilitators are all tenured sales executives in the high-tech industry who’ve “been there” and “done that” before.

EQ Selling™ for Small Businesses (the “**TRG Service**”) takes enterprise-class, large-organization-proven sales excellence training and makes it available to even the smallest sales teams. Through a subscription-based service, small businesses can take advantage of the same sales excellence training content and activities to which even their largest competitors have access.

Partner wishes to promote, market and advertise the TRG Service to potential TRG customers (“**Referrals**”) through its website(s) and other marketing channels, in accordance with TRG's Partner Program (“**Program**”) detailed in this Agreement.

Agreement

The Parties agree as follows:

1. LICENSE.

1. Subject to this Agreement and its terms, TRG grants you a free, non-exclusive, non-transferable and revocable license (“**License**”) to market and distribute the TRG Service to Referrals, and to use the TRG trademarks, logos and URLs provided by TRG and listed in [Exhibit A](#) (“**Licensed Marks**,” as may be amended by TRG from time to time), and associated materials, language or code for the sole purpose of promoting the TRG Service (collectively, “**Marketing Materials**”).
2. The license to use the Licensed Marks is subject to TRG's Trademark Usage Guidelines (“**Guidelines**,” found at <https://eqselling.com/company/legal/trademark-usage-guidelines/>), and which we may update from time to time. TRG may revoke this license at any time by giving you a written notice (including via email). A complete list of TRG's trademarks and logos (“**TRG Marks**”) is included in the Guidelines.

2. PROGRAM COMMITMENTS.

The Program. To participate in the Program you must complete the online application found on TRG's website ("**Site**") and enter this Agreement. We may accept or reject any application at our sole discretion.

1. **Legal Agreements.** As part of its participation in the Program and in acting as TRG's Referral Partner, you agree and consent to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules we set from time to time in connection with your ongoing participation in the Program and promotion of the TRG Service to Referrals. In all your activities under this Agreement, and specifically such activities relating to your promotion of TRG Service, you will cooperate with us and act in good faith. You also recognize and accept the terms and rules in TRG's Terms of Service ("**Terms**," found at <https://4smallbusinesses.eqselling.com/terms-of-service/>) and TRG's Privacy Policy ("**Privacy Policy**," found at <https://eqselling.com/company/legal/privacy-policy/>), as they are applicable to our provision of the TRG Service to Referrals, and particularly regarding your adherence to the Privacy Policy in all matters involving privacy of Referrals' information.
2. **Promotion, Referral Activities:** You agree to engage in continued, active promotion of the TRG Service in various marketing channels using the Licensed Marks and Marketing Materials in compliance with the terms of this Agreement.
3. **Prohibited Activities.** You agree not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in TRG's sole discretion. You agree not to send unsolicited electronic messages to multiple unrelated recipients ("**Spamming**") in promoting the TRG Service, or otherwise to engage in any other form of mass electronic communications prohibited by law.
4. **Permissible Use of TRG Marks.**
 - i. You agree to comply with these terms in using the Licensed Marks and in creating Marketing Materials.
 - ii. Through the Guidelines and otherwise, we will provide specifications and other instructions from time to time as to your permissible use of the Licensed Marks in creating Marketing Materials and promoting the TRG Service. You agree to comply with all such specifications and instructions.
 - iii. You will ensure that all Licensed Marks appearing on your Marketing Materials are in the form approved by TRG in the Guidelines or otherwise, will not modify any TRG Marks or otherwise substantially modify other Marketing Materials, and you will comply with our reasonable instructions as to the form, content and display of Marketing Materials. When this Agreement terminates for any reason whatsoever, or upon written our written request, the license we grant you will expire, and you will immediately cease all your activities under this Agreement.

5. **Liabilities.** You will be totally responsible for the actions you take under this Agreement, including, without limitation, the legality of your operations and the materials you create and use. Except for a claim alleging that a TRG Mark violates a third party's trademark rights, we aren't responsible for the development, operation or content of your Marketing Materials. You agree to defend, indemnify and hold us harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of your Marketing Materials.
6. **Customer Relations.** During and after the Term, we will be the exclusive owner of all relations you create between TRG and Referrals with respect to the TRG Service, including any information identifying Referrals who contract with us for the use of the TRG Service. The Terms, Privacy Policy, and the rules and procedures for the TRG Service will apply to these Referrals and we may change them without prior notice to you, and you agree to convey to Referrals the nature of their relations with us under the Terms.

3. QUALIFIED REFERRALS, COMMISSIONS.

"**Qualified Referrals**" means Referrals (i) referred to us by you who complete the sign-up procedure described below; (ii) of whom TRG has no record in connection with the TRG Service, or who are not, at the time referred to us, in any contractual relations or ongoing negotiations with TRG; (iii) who accept the Terms and acquire, at a Referral's own discretion and without receiving any monetary or other incentive from you, at least annual subscriptions of *EQ Selling™ for Small Business* subscriptions described at <https://4smallbusinesses.eqselling.com/eq-selling-learn-more/> and (iv) who are not rejected by TRG, and make at least one payment (annual prepay) to receive the TRG Service.

1. **Referral Procedure.** We will provide you with a unique code ("**Referral Code**") that each Referral will use when signing up for the TRG Service. You will provide each Referral with the Referral Code and instructions on how and where to use the Referral Code. TRG will be responsible for the sales process to all Referrals, subject to the Parties' continued good-faith cooperation in promoting the sales process to Referral.
2. **Commissions.**
 - Responsibilities.** TRG will collect all fees for the TRG Service directly from Referrals.
 - i. **Referral Fees.** Upon a Referral becoming a Qualified Referral, we will pay you referral fees in arrears a percentage of the annual subscription fee (excluding any discounts) paid by a Qualified Referral ("**Referral Fee**"), such percentage to be determined by the number of Qualified Referrals you have referred to us during the current calendar year, as follows:

- For the first 5 Qualified Referrals during the calendar year, your Referral Fee is 20%;
- For the next 5 Qualified Referrals during the calendar year, your Referral Fee is 25%;
- All any additional Qualified Referrals during the calendar year, your Referral Fee is 30%.

The Referral Fees will become payable and be paid to Partner within approximately ninety (90) days of the service start date granted payment obligations in this section 3 (**Qualified Referrals**) are achieved.

1. **Offline sales** – Referral Fees are not earned on offline sales associated with Referrals.
 2. **Renewal Sales from a Qualified Referral** – You will receive a Referral Fee of 30% for a Qualified Referral's annual subscription renewal, as long as the Referral uses your Referral Code when renewing the TRG Service. Subsequent renewals are not eligible for a Referral Fee.
- ii. **Associated charges.** You will be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and you will indemnify, defend and hold TRG harmless from and against any claims arising out or relating to all charges emanating from our payment of Referral Fees.
3. **Sales/Commissions Reports.** We will provide you, via email, or through the portal login and password, a quarterly report summarizing your sales activities and your commissions for Qualified Referrals. We will not reveal the names or other personal information about Referrals and Qualified Referrals.

4. TERM AND TERMINATION.

Initial Term. This Agreement will become effective as of the Effective Date and will continue for twelve (12) months ("**Initial Term**"), unless we reject your application to participate in the Program.

1. **Renewal Term.** Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, "**Renewal Term**"), unless a Party gives written notice of termination to the other Party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.
2. **Early Termination.**

Without Cause. TRG will have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days prior written notice to you.

- i. **For Cause.** Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party will provide written notice of such material breach and thirty (30) days opportunity for the breaching Party to cure such breach.
- ii. **Effect of Termination.** When this Agreement terminates, your rights under this Agreement will terminate immediately, and you will not be entitled to receive any Referral Fees or any other payments other than commissions or payments earned or accrued prior to termination.

5. GENERAL.

Modification of Agreement. We may modify this Agreement from time-to-time at our reasonable discretion by posting a change on the Site (at <https://eqselling.com/referral-partner-agreement/>) or notifying you via email. If you object to any such change, you may terminate this Agreement for cause. Your continued participation in the Program following receipt of notice of changes will mean you accept the Agreement as amended.

1. **Assignment.** We may assign this Agreement at any time. You may not assign or transfer this Agreement without TRG's prior written consent, such consent not to be unreasonably withheld.
2. **Intellectual Property Rights.** All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in TRG Marks, the TRG Service and related content and technology around the world ("**TRG IP Rights**") are and will remain the exclusive property of TRG and its affiliated companies. The License under Section 1 of the Business Terms is granted to you solely under the terms of this Agreement and in furtherance of its objectives. Your right to use the Licensed Marks is at our discretion and is subject to your compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. You agree to (a) not use any TRG IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any TRG IP Rights; (c) not create or obtain any intellectual property rights (such as trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any TRG IP Rights; (d) promptly notify us of any unauthorized use of any TRG IP Rights of which you have actual knowledge; and (e) always use the Licensed Marks and any other TRG Marks in compliance with the Guidelines. We may perform periodic reviews of any of your Marketing Materials, and we have the exclusive authority and discretion to order you to remove or change them.
3. **No Waiver.** Either Party's failure to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of the first Party's right to enforce that provision or any other provision of this Agreement.

4. **Limited Warranty.** Both Parties warrant that they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Terms, Privacy Policy and Guidelines. During the Term and after its termination for any reason whatsoever, you expressly undertake not to do anything that might reasonably be expected to damage the business, interests or reputation of TRG and will not make, publish or allow to be made or published any disparaging remarks concerning us, our representatives, or the TRG Service.
5. **Disclaimer of Warranty.** Other than our express warranty under the previous subsection, TRG makes no other warranty, express or implied, of any kind and we expressly disclaim any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement.
6. **Limitation of Liability.** Neither TRG nor any officer, employee, director or any other representative of TRG will be liable to you or to any third party, under or in connection with this Agreement or its termination, in contract, pre-contract, tort or otherwise for (i) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings) or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations. Notwithstanding any other circumstances or understandings surrounding any relations among the Parties, our entire liability to you will not exceed \$100 U.S. for any and all claims for damages of any kind made by you under this Agreement, and by entering this Agreement you recognize these limitations on our liability.
7. **Independent Contractors.** The Parties act on their own behalf as independent contractors. Nothing in this Agreement will create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and you are expressly precluded from acting on our behalf. Your display of Licensed Marks, other content presented by you, or contact among you and third parties will not misrepresent this relationship.
8. **Indemnification.** You will indemnify, defend and hold TRG and its subsidiaries, affiliates, officers and employees (the "**TRG Indemnified Parties**") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the TRG Indemnified Parties arising from any of the following: (i) a breach of the Agreement by you; (ii) the negligence, gross negligence or willful misconduct of you or your employees, agents or contractors; or (iii) failure by you or your employees, agents, contractors or invitees to comply with laws and regulations.

9. **Confidential Information and Prohibition on Raiding.** Each of the Parties guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the Agreement will remain confidential. Information will **always be considered confidential** if related to pricing, discounts, Referrals' information or if designated as confidential by either of the Parties. Neither Party will for the duration of this Agreement and for one year after termination hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.
10. **Force Majeure.** A Party will not be obliged to perform any of its obligations if it is prevented from doing so by a situation of force majeure. "**Force majeure**" events will include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, as well as improper performance by TRG's suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice.
11. **Entire Agreement; Severability.** This Agreement is the entire agreement between the Parties regarding the Program and the Parties' respective obligations and commitments. No other documents, or oral or written agreements reflect in any way on this Agreement, and this Agreement may not be modified except in a writing executed by both parties. Whenever possible, each provision of this Agreement will be interpreted as to be effective and valid under applicable law, but if any will be prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement.
12. **Notices.** All notices relating to this Agreement will be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.
13. **Governing Law; Jurisdiction; Dispute Resolution.** This Agreement will be governed by the laws of the State of California, U.S.A, without giving effect to any principles of conflicts of law. Jurisdiction is the District Courts of Los Angeles County, California. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in the State of California, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or *forum non conveniens*. Prior to initiating any legal action, a Party will provide the other Party with written notice of a dispute and the Parties will actively and in good faith negotiate with a view to speedy resolution within ten (10) business days of receipt.

By submitting the Referral Partner Application, Partner represents and warrants that it has read, understands and accepts this Agreement.

EXHIBIT A

PERMITTED TRG MARKS FOR USE BY PARTNER

1. Logos:



2. Box Letter Trademarks:

EQ SELLING™

RUDOW™