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## **REFERRAL COMMISSION AGREEMENT**

This Referral Commission Agreement was entered into on February 15, 2018 (the “Effective Date”), by **VOIQ Inc.**, a Delaware corporation (the “Company”) and **COMPANY NAME** (the “Referral Partner”).

**WHEREAS**, Company is a provider of an online platform for automated call campaigns (the “Application”).

**WHEREAS**, Referral Partner is in the business of growth and innovation consulting for companies, and will provide new referral contacts to the Company.

**NOW, THEREFORE**, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Company shall pay to the Referral Partner a fee of \$150 for each referral lead sent, assuming they meet the basic qualifications requirements to be a VOIQ qualified lead, and a fee of \$650 for every referred lead that converts into a VOIQ customer.
2. The Company will pay the Referral Partner customer fee within 10 business days of receiving payment from the new client.
3. This agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, any party.
4. The Referral partner understands and agrees that the Company shall be entirely free to accept or reject any proposal that the Referral partner provides.
5. The Referral partner is an independent contractor. The Company will not withhold any taxes and the Referral partner will not be entitled to any benefits, such as unemployment insurance, medical, insurance, pension plans, or other such benefits. Form W-9 will be required for payment.



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6. Either party can terminate this agreement by providing 15 days written notice to the other party.
7. In the event of any legal action to enforce this agreement, said action shall be adjudicated in the jurisdiction of the Company and shall be interpreted according to the laws of the State of the Company, and the prevailing party shall be entitled to recover its actual legal fees and expenses incurred in such action from the unsuccessful party.
8. A facsimile of this document shall be deemed and considered as an original, binding and enforceable document.

**VOIQ Inc:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY NAME:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_