

Synergie Professional Solutions



Synergie Professional Solutions is a technology consulting and systems integration firm delivers technology-driven business solutions that meet the strategic objectives of our clients. Synergie delivers unmatched business value to customers through a combination of process excellence, quality frameworks and service delivery innovation.

The program is open to individuals who want to recommend our services to friends and family members and businesses that are in a position to sell and/or recommend solutions that may consider Synergies' services a value add to their existing portfolio.

It's a simple way for you to introduce an organization committed to quality services to your prospects/customers and earn commission at the same time. Leads are referred to Synergie and our sales professionals will follow-up with the opportunity. You will earn commission if the organization signs a contract for services.

REFERRING LEADS

To refer a lead, simply go to www.synergiesolutions.org and fill out the Lead Registration Form. Synergie will contact you within two business days to confirm receipt and eligibility of the lead. Previous Synergie contact or incomplete qualification may result in a lead not being accepted at any time in the sales process.

COMMISSION

You will receive up to \$25,000 for a signed contract that comes from your lead. Commission will be paid within 30 days after Synergie receives payment from the customer.

HOW DO I SIGN UP?

To participate in the Lead Referral Program, please email at the below or fax a signed copy of the Lead Referral Program. If you have questions about the program, contact us at 704-274-9238 or referral@synergiesolutions.org

SYNERGIE LEAD REFERRAL AGREEMENT

This Lead Referral Agreement is made as of this __ day of _____, 20__, (the “Effective Date”), by and between **Synergie Professional Solutions LLC**, having its principal office at 16720 Hugh Torance Parkway, Huntersville, North Carolina, 28078 (“Synergie”), and _____, a corporation having its principal offices at _____ (“Representative”).

The parties agree as follows:

1. Appointment of Representative

- a. Synergie hereby appoints Representative as a non-exclusive representative for identifying qualified sales leads (“Prospects”) who may be interested in purchasing services from Synergie.
- b. Representative’s authority hereunder is limited to identifying Prospects to Synergie. Representative shall have no authority to make or enter into any contract with Prospects for Services.
- c. Nothing in this Agreement shall be construed to constitute either party as a partner or joint venturer of the other. Representative is acting as an independent contractor.

2. Representative’s Obligations

- a. Representative shall familiarize its employees with the characteristics, price, performance and availability of the Synergie products and services.
- b. Representative shall submit a completed lead registration form to Synergie for each Prospect. Synergie retains sole discretion to accept Prospects suggested by the Representative. In the event that Synergie has previously contacted or been contacted by Prospect, the Prospect will not be accepted. Synergie shall confirm in writing to Representative its acceptance of the Prospects suggested by Representative. No Fee shall be due for Prospects not accepted by Synergie.
- c. Representative shall have no authority to make any oral or written representation or warranty with respect to the Services except as approved by Synergie in writing.
- d. Representative shall bear all costs and expenses incurred in connection with its activity hereunder and the operation and maintenance of its business.

3. Synergie’ Obligations

- a. Synergie shall pay Representative a fee (“Fee”) based upon the total amounts billed by Synergie, net of any taxes, (“Revenues”) to each Prospect identified by Representative who enters into a signed Agreement with Synergie during the term of this Agreement. Such Fee shall be up to and not exceed \$25,000.
- b. The Fee shall be paid to Representative by Synergie within thirty (30) days after the Revenues are collected from the Prospect.

4. Term and Termination

- a. This Agreement shall be in effect for one (1) year from the Effective Date, and shall automatically be renewed for consecutive one (1) year terms upon the anniversary of the Effective Date, unless it is replaced by mutual written agreement with a new agreement or terminated.
- b. Notwithstanding the provisions of paragraph 4(a), either party may terminate this Agreement, without cause or reason, at any time upon thirty (30) days’ advance written notice to the other party.
- c. Upon termination of this Agreement, Representative shall cease to identify Prospects and to represent itself as affiliated with Synergie. The provisions of paragraphs 4, 5, 6, 7, and 8 shall survive expiration or termination of this Agreement.
- d. In the event Synergie terminates this Agreement pursuant to Section 4(b), applicable Fees for orders from Prospects with whom Synergie had a signed Agreement prior to such termination shall be paid for three (3) months following the effective date of termination.

SYNERGIE LEAD REFERRAL AGREEMENT

5. Confidentiality

All customer lists and all other information disclosed by Synergie to Representative, whether orally or in writing, which pertains to present or future customers, pricing, discount policy, marketing strategies, compensation plans, business plans, or sales goals is hereby identified and acknowledged as proprietary. Representative shall at all times maintain all such proprietary information in strict confidence and shall not disclose such information to any third party.

6. Indemnification

Representation shall indemnify, defend and hold harmless Synergie and its directors, officers, employees, vendors and agents from and against any and all claims, expenses, wages, lawsuits, or other liabilities (including without limitation, reasonable attorneys' fees and court costs) for injury to any person or for loss or damage to personal property arising out of Representative's entering into or fulfilling its obligations under this Agreement, any misrepresentation by the Representative regarding the Services or any other of the Representatives activities relating to the marketing of the Services.

7. Limitation of Liabilities

Neither Synergie nor its affiliates shall be liable for any special, indirect or consequential damages (including lost profits) arising from or relating to this agreement, including damages claimed as a result of failure or delay of Synergie in approving prospective Prospects, or damages claimed as a result of any temporary or permanent failure of any kind arising out of or related to this Agreement, whether based on contract, tort or on other legal or equitable grounds shall be limited to money damages and shall not exceed the amount of Fees due at such time pursuant to paragraph 3(a) hereof.

8. General

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior oral and written communications or negotiations with respect thereto.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- c. The parties agree that any claim, dispute or misunderstanding arising in connection with this Agreement shall be finally settled by binding arbitration in Mecklenburg County, North Carolina, under the Commercial Rules and Arbitration of the American Arbitration Association (AAA). The arbitration shall have no authority to award punitive or exemplary damages against either party.

IN WITNESS WHEREOF, the parties have caused this Lead Referral Agreement to be executed as of the date first herein above written.

Synergie Professional Solutions LLC

Company/Individual

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____