

Referral Partner Agreement

Solanasis LLC — Referral Partner Program Terms

This Referral Partner Agreement ("Agreement") is entered into as of [Date], by and between:

Solanasis LLC, a Colorado limited liability company ("Solanasis"),

and

[Partner Name / Company], located at [Address] ("Partner").

Solanasis and Partner are each referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

Partner may introduce potential clients to Solanasis for services including cybersecurity assessments, disaster recovery verification, compliance readiness assessments, technical remediation, and related consulting work.

If such introductions result in a paid engagement, Partner will receive a referral fee as described below.

2. Partner Tier and Referral Compensation

Partner's tier is indicated below (check one):

- **Standard Partner:** 10% of gross services revenue received from the referred client's first paid project, capped at \$2,500 per referred client.
- **Founding Partner (first 10 partners only):** 15% of gross services revenue received from the referred client's first paid project, then 10% for subsequent referrals. Capped at \$2,500 per referred client.

Conversion Bonus (all tiers): If the referred client signs a recurring retainer within 60 days of the first paid project and pays the first recurring invoice, Partner earns an additional \$500.

Nonprofit Donation Option: Partner may elect, in writing, to have all or a portion of referral fees donated to a 501(c)(3) nonprofit organization of Partner's choosing. If elected, Solanasis will make the donation directly and provide Partner with confirmation. Partner is responsible for any tax implications of this election. To exercise this option, Partner must notify Solanasis in writing before the referral fee is processed.

3. Qualified Referral

A referral qualifies for compensation only if all of the following are met:

- The prospect **opts in** to the introduction (they know Partner is connecting them with Solanasis and are open to it)
- The introduction includes a **decision maker** (someone with authority to engage: owner, CEO, COO, IT lead, or equivalent)
- There is a **real trigger** behind the conversation (compliance questionnaire, untested backups, security incident or near-miss, vendor change, growth-driven operational strain, or similar)
- The client was **not already in active discussion**, negotiation, or business relationship with Solanasis at the time of introduction

To register a referral, Partner must submit the client introduction via email to hi@solanasis.com or through the deal registration form, clearly identifying the prospective client and providing 2-3 sentences of context.

Disqualifiers: Cold lists, scraped contacts, non-consensual introductions, mass intros without context, or any arrangement requiring improper kickbacks to decision-makers.

4. Deal Protection and Non-Circumvention

- Solanasis will confirm receipt of a deal registration within **24 hours**
- From the date of confirmation, the referral is **protected for 120 days**
- During the protection window, Solanasis will **not intentionally bypass Partner** to engage directly with the referred client
- If the prospect is already in active conversation with Solanasis at the time of registration, Solanasis will **disclose that immediately**
- Solanasis will provide milestone updates to Partner: discovery completed, proposal sent, deal closed, invoice paid, commission due

5. Revenue Definition and Commission Base

"Revenue" means payments actually received by Solanasis from the client for the first paid project, limited to **services revenue only**.

Revenue **excludes:**

- Hardware, software, licenses, and subscriptions
- Cloud spend and third-party pass-through charges
- Taxes, shipping, and payment processing fees
- Refunds issued to the client

6. Payment Terms

Referral payments will be made:

- Within **15 days** after the end of the quarter in which Solanasis receives cleared payment from the client
- Accompanied by a summary of the relevant payment and commission calculation
- Via ACH, wire transfer, or another mutually agreed method

Solanasis will collect a **W-9** (or applicable tax form) from Partner before issuing the first payment. Solanasis will issue a **1099-NEC** for any Partner receiving \$600 or more in referral fees in a calendar year.

7. Clawback

If a client payment is reversed, refunded, or charged back after a referral fee has been paid, Solanasis may net the corresponding commission from future payouts.

8. Independent Contractor

Partner acts as an independent contractor and has no authority to bind Solanasis to any agreement with clients. This Agreement does not create a partnership, joint venture, or employment relationship.

9. Representations and Warranties

Each Party represents and warrants that:

- It has the authority to enter into this Agreement and perform its obligations hereunder
- Its performance under this Agreement will not violate any other agreement to which it is a party
- It will comply with all applicable federal, state, and local laws and regulations in connection with its activities under this Agreement

Partner additionally represents and warrants that:

- All referrals will be made in good faith and based on genuine business relationships
- Partner holds any licenses, registrations, or certifications required by applicable law to make referrals in Partner's jurisdiction
- Partner will not make any representations about Solanasis' services, pricing, or capabilities beyond what Solanasis has authorized in writing

10. Anti-Bribery and Anti-Corruption

Neither Party shall, directly or indirectly:

- Offer, pay, promise, or authorize any bribe, kickback, or improper payment to any person in connection with activities under this Agreement
- Make any payment or provide anything of value to a government official, political party, or candidate to influence any act or decision relating to Solanasis' services
- Engage in any activity that would violate applicable anti-bribery or anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act

Partner shall immediately notify Solanasis if Partner becomes aware of any actual or suspected violation of this section.

11. Confidentiality

Partner agrees to keep confidential any non-public business information received from Solanasis, including pricing, client details, proposals, and business strategies. Solanasis agrees to keep confidential any non-public information received from Partner. This obligation survives termination of this Agreement for a period of two (2) years.

12. Indemnification

Partner shall indemnify, defend, and hold harmless Solanasis and its officers, members, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Partner's breach of this Agreement
- Partner's negligence or willful misconduct
- Any misrepresentation made by Partner to a referred client regarding Solanasis' services
- Partner's violation of any applicable law or regulation

Solanasis shall indemnify, defend, and hold harmless Partner from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Solanasis' breach of this Agreement
- Solanasis' negligence or willful misconduct in delivering services to referred clients

13. Term and Termination

- This Agreement is effective from the date signed and continues until terminated by either Party
- Either Party may terminate with **30 days' written notice**
- Either Party may terminate immediately upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within 15 days of receiving written notice of the breach
- Referrals registered and confirmed before termination remain subject to the terms in effect at the time of registration
- Earned but unpaid commissions remain payable per these terms after termination
- Sections 11 (Confidentiality), 12 (Indemnification), 14 (Limitation of Liability), and 17 (Governing Law) survive termination

14. Limitation of Liability

Solanasis' total liability under this Agreement shall not exceed the total referral fees paid to Partner in the 12 months preceding any claim. Neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, regardless of the theory of liability.

15. Assignment

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section shall be void.

16. Program Updates

Solanasis may update program terms with 30 days' written notice. Registered deals follow the terms in effect at the time of registration unless otherwise stated.

17. Governing Law

This Agreement shall be governed by the laws of the State of Colorado. Any disputes shall be resolved through mediation in Boulder County, Colorado before pursuing litigation.

18. Notices

All notices under this Agreement shall be in writing and delivered via email to the addresses provided below, or to such other address as either Party may designate in writing.

- **Solanasis:** hi@solanasis.com
- **Partner:** [Partner email address]

Notices are deemed received on the date of delivery if sent by email during business hours, or the next business day if sent outside business hours.

19. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding referrals and supersedes all prior discussions, agreements, or understandings. This Agreement may only be amended in writing signed by both Parties.

Signatures

Solanasis LLC

Name: _____

Title: _____

Signature: _____

Date: _____

Partner

Name: _____

Company: _____

Email: _____

Signature: _____

Date: _____