



Business Broker Referral Program Agreement

This Agreement is effective _____, 2012, by and between Bridge Management Consulting ("BRIDGE"), a Rhode Island limited liability company, and _____ ("Referring Broker"), a(n) _____ having an office at _____ [Address]. Together BRIDGE and Referring Broker are the ("Parties").

WHEREAS, BRIDGE is a consulting firm which assists small business owners, and
WHEREAS, Referring Broker is in the business of helping small business owners sell their business, and
WHEREAS, BRIDGE and Referring Broker believe it would be advantageous to enter into an Agreement whereby BRIDGE will compensate Referring Broker for all companies referred ("Sales Leads") which result in new client relationships ("Clients") for BRIDGE,

NOW THEREFORE, in consideration of the mutual promise and covenants hereinafter contained and for other good and valuable consideration, BRIDGE and Referring Broker hereby agree as follows:

Term and Termination

- a) *Term*: Subject to earlier termination, as provided herein, the term of this Agreement shall be for a period of one (1) year from the effective Commencement Date, and shall automatically extend thereafter for successive terms of one (1) year each.
- b) *Termination*. Either party may terminate this Agreement upon thirty (30) days prior written notice.
- c) *Effect of Termination*. Upon termination of this Agreement, either party's only obligations shall be to adhere to the terms and conditions of the Mutual Non- Disclosure Agreement (Exhibit A). In addition, both parties shall be obligated to pay Referral Fees due under Section 4 for any Sales Leads that were introduced prior to the effective date of termination.

Confidential Information

Each party, during the term of this Agreement, may develop Confidential Information for the other party and may learn of Confidential Information developed or owned by the other party or entrusted to it by others. **Exhibit A** shall govern the rights and obligations of the parties concerning confidential information provided by the parties because of, or relating to, this Agreement.

Relationship Between the Parties

- a) This Agreement does not create, constitute, or make a joint venture between BRIDGE and Referring Broker. In entering into this Agreement, Referring Broker is not an employee or partner of BRIDGE. Both parties understand that the relationship set forth in this Agreement is in no way exclusive.
- b) Subject to the terms and conditions of this Agreement, BRIDGE authorizes Referring Broker to serve as a non- exclusive independent contractor to procure customers for a limited range of BRIDGE's services. In accordance with the terms of this Agreement, Referring Broker shall familiarize its sales force with the characteristics, price, performance, and availability of BRIDGE products and services. Referring Broker may notify BRIDGE of a potential Sales Lead via phone, email, FAX, or using the attached Exhibit C: Referral Sheet. In the event that the potential referred customer has previously contracted for BRIDGE products or services through BRIDGE sales effort or has previously committed to securing products or services in writing, the customer will not be considered eligible for submission of a Sales Lead.
- c) *Acceptance of Orders*: All Sales Leads procured by Referring Broker for BRIDGE services shall be subject to the acceptance of BRIDGE in its sole discretion.

Fees and Other Consideration

Referring Broker will earn a referral fee as outlined in Exhibit B. Both parties understand that upon referring a Sales Lead, all negotiations for the provision of BRIDGE services to the Sales Lead shall be conducted between BRIDGE and the Sales Lead.

Entire Agreement

This Agreement, including any Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have had duly executed this Agreement as of the day and year first above written.

Referring Broker

Name

Date



BRIDGE MANAGEMENT

Sean Rosser

Name

Date

EXHIBIT A

Mutual Non-Disclosure Agreement

This Exhibit A, herein made part of the Business Broker Referral Agreement between BRIDGE and Referring Broker is for the purpose of protecting the confidential or proprietary nature of information to be disclosed by the parties to each other with respect to the Business Broker Referral Agreement.

1. In connection with discussion and/or negotiations between the parties regarding this matter of mutual interest ("Subject Matter"), each party to this Agreement may wish to disclose its proprietary or trade secret information ("Confidential Information") to the other party on a confidential basis. The disclosing party may consider such Confidential Information proprietary under this Agreement either because it has developed the Confidential Information internally, or because it has received the Confidential Information subject to a continuing obligation to maintain the confidentiality of the Confidential Information, or because of other reasons. The disclosing party may consider such Confidential Information as a trade secret because such Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.
2. When Confidential Information deemed to be proprietary or trade secret is furnished in a tangible form, including electronic mail, the disclosing party shall clearly mark the Confidential Information in a manner to indicate that it is considered proprietary, confidential, trade secret or otherwise subject to limited distribution as provided herein. When Confidential Information deemed to be proprietary is provided orally, including Confidential Information conveyed to an answering machine, voice mail box or similar medium, the disclosing party shall, at the time of disclosure, clearly identify the Confidential Information as being proprietary or confidential or otherwise subject to limited distribution as provided herein. If the disclosing party fails to identify Confidential Information as confidential, such disclosing party may correct the omission by later notice consisting of a writing or statement, and the recipient shall only be liable for unauthorized disclosures of such Confidential Information made subsequent to said notice. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties concerning goods or services, shall be deemed proprietary Confidential Information.
3. With respect to Confidential Information disclosed under this Agreement, the party receiving Confidential Information shall:
 - a) hold the Confidential Information in confidence, exercising a degree of care not less than the care used by receiving party to protect its own proprietary or Confidential Information that it does not wish to disclose;
 - b) restrict disclosure of the Confidential Information solely to those directors, officers, employees, affiliates, and/or agents/consultants with a need to know and not disclose it to any other person;
 - c) advise those persons to whom the Confidential Information was disclosed of their obligations with respect to the Confidential Information;
 - d) use the Confidential Information only in connection with continuing discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing; and
 - e) except for the purposes of evaluating the Subject Matter, not copy or distribute such Confidential Information or knowingly allow anyone else to copy or distribute such Confidential Information, and any and all copies shall bear the same notices or legends, if any, as the originals.
4. The Confidential Information shall be deemed the property of the disclosing party and, upon request, the other party will return all Confidential Information received in tangible form (and marked proprietary or confidential) to the disclosing party or will destroy or erase if such Confidential Information is recorded on an erasable storage medium, all such Confidential Information at the disclosing party's direction, and certify to the disclosing party the Confidential Information has been destroyed or erased. If either party loses or makes an unauthorized disclosure of the other party's Confidential Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.
5. In the event a party or its affiliate(s) makes an unauthorized disclosure, such party shall indemnify the aggrieved party, including the aggrieved party's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure.
6. The party to whom Confidential Information is disclosed shall have no obligation to preserve the proprietary nature of any Confidential Information which:

- a) was previously known to such party free of any obligation to keep it confidential;
- b) is or becomes publicly available by other than unauthorized disclosure;
- c) is developed by or on behalf of such party independent of any Confidential Information furnished under this Agreement;
- d) is received from a third party whose disclosure does not violate any confidentiality obligation; or
- e) is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order,

7. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to choice of law principles.

9. This Agreement shall become effective as of the Commencement Date of the Business Broker Referral Agreement (“Effective Date”). Disclosures of Confidential Information between the parties under this Agreement (the “Information Disclosure Period”) may take place for as long as the Business Broker Referral Agreement remains in effect. The obligations of the parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to Confidential Information designated as proprietary or trade secret by disclosing party. All other Confidential Information received that is subject to a continuing obligation to maintain the confidentiality of the Confidential Information shall be held confidential for as long as required by the continuing obligation. All Sales Lead information submitted by Referring Broker shall be treated as Confidential Information indefinitely.

10. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by a non-disclosing party may be difficult if not impossible to ascertain, and that such non-disclosing party may seek injunctive relief as well as monetary damages against a party that breaches this Agreement.

11. This Agreement constitutes the entire understanding between the parties with respect to the Confidential Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

12. Neither party:

- a) is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement;
- b) shall be liable to or through the other hereunder for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.

13. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY CONFIDENTIAL INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

14. The parties acknowledge that this Agreement does not restrict the ability of the parties to engage in their respective businesses, nor does it limit either party's use or application of any Confidential Information or knowledge acquired independently of the other without a breach of this Agreement in the course of such party's business.

15. This Agreement is the entire agreement between the parties with respect to non-disclosure of Confidential Information pertaining to the matter of mutual interest stated above and supersedes all prior agreements and understandings with respect to this subject. This Agreement may be amended only by written agreement executed by both parties. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This Agreement shall be binding on agents, successors, and permitted assigns of the parties.

16. Unless terminated or Amended earlier by written notice, this Agreement shall remain in effect until such time as the Business Broker Referral Agreement executed by both parties is terminated.

EXHIBIT B

Referral Fee Program

BRIDGE will provide to Referring Broker a Referral FEE as delineated below:

- a) An amount equal to the first month retainer fee that the Client remits to BRIDGE. In no event shall that amount be less than \$1,000, or greater than \$2,500.
- b) The timing of this referral fee shall be no later than 30 days after BRIDGE receives the initial payment from the Client.

Other considerations:

- a) BRIDGE also acknowledges that, should the Client need to sell their business post-workout, the Referring Broker will be presented to the Client as broker for representing the Client. Referring Broker acknowledges that the Client will have the final say in selecting a business broker, and BRIDGE will not be held to account should Client chose a different broker. However, BRIDGE will use all reasonable and customary efforts to secure the listing for the referring broker.

EXHIBIT C
Referral Sheet

Broker Firm:	
Broker Contact Name:	
Broker Contact Number:	

Business Name:	
Business Owner Name:	
Business Owner Phone:	

Referral Process:

- a) Broker communicates to Business Owner the BRIDGE program
- b) Broker sends BRIDGE Business Owner contact information
- c) BRIDGE engages in FREE consultation with Business Owner
- d) If appropriate fit, BRIDGE will generate contract for Business Owner
- e) If, after sufficient due diligence, Business Owner hires BRIDGE, referral fee is paid to Broker