



## Referral Partner

For Individual Referral Partners or Small Businesses





## Sales Referral Agreement

### REFERRAL PARTNER AGREEMENT

THIS REFERRAL PARTNER AGREEMENT (hereinafter "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between SolBid, Inc., a Massachusetts corporation with a principal place of business at 1 Boston Place, Suite 2600, Boston MA 02108.

And the business named \_\_\_\_\_ ("Referral Partner")  
with a principal place of business located at \_\_\_\_\_

**WHEREAS**, SolBid promotes, markets and sells certain solar energy solutions (the "Services");

**WHEREAS**, Referral Partner has business contacts who could benefit from SolBid services

**WHEREAS**, SolBid desires to grant to Referral Partner and Referral Partner desires to obtain from SolBid the non-exclusive right to promote, market and refer the Services;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, SolBid and Referral Partner do hereby agree as follows:

1. The following defined terms shall apply to this Agreement:
  - a. **"Order"** means an order for Services submitted to SolBid by a customer that, upon acceptance by SolBid, shall become a binding contract for SolBid to sell and deliver and for a customer to purchase and pay for the Services described in the Order.
  - b. **"Prospect"** or **"Referral"** means a specifically identified and qualified prospective customer with operations located in the United States that Referral Partner has a good faith reason to believe shall have a sufficient degree of interest in the Services that an Order shall be generated if commercially reasonable sales efforts are directed at the prospective customer.
  - c. **"Approved Prospect"** means Prospect or Referral (or customer as used herein) for which Referral Partner has completed the Customer Referral Form which has been submitted to and approved by SolBid.
  - d. **"Paid Invoice"** means an invoice to a Referral, Prospect or Customer that has been paid in full to SolBid and no outstanding charges currently exist.
  - e. **"Referral Period"** means ninety (90) days from the date on the Customer Referral Form, Exhibit C.
2. Referral Partner shall perform the following during the term of this Agreement:
  - a. Prior to undertaking any solicitation efforts of a Prospect relating to the Services, Representative shall submit a Referral Partner Profile Form for approval, Exhibit B, accompanied by this agreement, signed and dated to SolBid at Email: [referral@solbid.com](mailto:referral@solbid.com) and provide such additional information as may be requested by SolBid. If the Prospect does not conflict with other sales efforts underway by SolBid or any of its other resellers or referral organizations, SolBid may, in its sole discretion, approve the Prospect by e-mail to the email listed on the Referral Partner Profile.
  - b. Assist a SolBid representative in scheduling a meeting with the Referral Period at any point within ninety (90) days from submitting the Customer Referral Form, Exhibit C.
  - c. Submit a completed Customer Referral Form, Exhibit C for every Referral.
3. For any paid invoices received pursuant to Orders received by SolBid from the Approved Referral during the Referral Period (regardless of the date of the invoice), SolBid shall pay Referral Partner a commission pursuant to Exhibit A attached hereto once the customer's solar energy system is fully operational. Commissions hereunder shall be due and payable to Representative only for so long as this Agreement is in effect and for a period not to exceed 12 months. SolBid shall mail the commission check to Referral Partner within forty-five (45) days from the date the customer's solar energy system has been commissioned. (Commissioned: Means the solar energy system has been fully installed at the Customer's site, has a Permission to operate in writing from the Utility and the system has been turned on and is fully functional.) Referral Partner agrees that the payment of this commission shall be SolBid's sole financial and legal obligation to Referral Partner hereunder and that no payments shall be made for Orders obtained following the Referral Period, no matter what efforts Referral Partner may have made with respect to such Orders.



# Sales Referral Agreement

4. Referral Partner agrees that Referral Partner is an independent contractor, not SolBid's partner, agent or employee. Referral Partner shall bear its own expenses in connection with this Agreement without any reimbursement by SolBid. Referral Partner understands and agrees that this arrangement is on a non-exclusive basis and that SolBid may engage other parties to assist in its sales efforts with respect to the Services or any other SolBid service's, as when and wherever it desires. In no event shall SolBid be liable for incidental, consequential, punitive, indirect or special damages irrespective of the basis of claim. IN NO EVENT SHALL SOLBID BE LIABLE TO REFERRAL PARTNER, CUSTOMERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR LOST DATA, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SOLBID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOLBID'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL AMOUNT OF COMMISSIONS PAID BY SOLBID TO REPRESENTATIVE DURING THE MOST RECENT TWELVE MONTH TERM.
5. All information that SolBid discloses to Referral Partner hereunder ("**SolBid's Confidential Information**") including any information concerning an Approved Prospect shall always be treated as confidential by Referral Partner during the term of this Agreement and thereafter and shall not be disclosed to a third party without SolBid's prior written consent. Referral Partner shall not use any of the SolBid Confidential Information except in the performance of its duties hereunder. All Information provided to Referral Partner shall be returned to SolBid immediately upon request.
6. This Agreement shall be effective as of the Effective Date and shall continue until either party sends the other party written notice of termination. Termination of this Agreement shall be effective immediately. Commissions shall be paid only so long as such customer remains a SOLBID customer and provided this Agreement has not been terminated (for a period not to exceed 12 months). Upon termination of this Agreement by SOLBID for cause, all payment of commissions to Referral Partner shall immediately cease.
7. Both parties agree that any controversy or claim relating to this Agreement, any performance or dealings between the parties or otherwise shall be settled exclusively by arbitration in Massachusetts by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection then in effect and judgment upon the award shall be entered in any court having jurisdiction thereof. The arbitrator shall be chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement. Massachusetts law shall apply to this Agreement, excluding conflicts of law. The prevailing party shall be awarded reasonable attorney's fees, costs and disbursements in addition to any other relief granted.

By signing below, the parties agree that this Agreement constitutes the entire agreement between the parties and shall only be modified by a written instrument executed by an authorized officer of both parties.

\_\_\_\_\_  
 Business Name (\*If Small Business) SS or Tax-ID

\_\_\_\_\_  
 Representative Name Representative Title (\*If Small Business)

\_\_\_\_\_  
 Signature \*SolBid Authorized Agent Signature



## Sales Referral Agreement

### 2017 Commission Schedule

#### Exhibit A - Referral Commission Structure

1. Commissions are payable according to the schedule below for referrals submitted by Referral Partner and approved via e-mail by SolBid as outlined in Section 2A.
2. For each Referral that Referral Partner submits who then becomes a SolBid customer, Referral Partner will be eligible to receive a commission according to the schedules below.
3. An approved Referral becomes a customer of SolBid when three things happen: customer signs a Service Order, customer pays Invoice in Full, and the solar energy system has been installed and put into operation.
4. The commission amount will be solely based on the final contracted retail sales of components. The Salesperson hereby acknowledges that this retail sales amount may differ from the initial solar proposal. This amount will be listed in the customer signed SolBid Supply Agreement.
5. Referral partner hereby acknowledges and agrees that commissions will not be paid if an approved prospect fails to pay for the company's services, even if under contract.

<b>Commissionable Sales</b>	
<b>Eligible Service</b>	<b>Description</b>
Commercial Solar Energy System Sales	Commission amounts are based on the gross retail of component sales sold.

<b>Commission Rate Schedule</b>			
<b>Range</b>	<b>Rate</b>	<b>Range</b>	<b>Rate</b>
0 to 99 kW	3.00%	350 to 399 kW	1.65%
100 to 149 kW	2.75%	400 to 449 kW	1.55%
150 to 199 kW	2.50%	450 to 499 kW	1.45%
200 to 249 kW	2.25%	500 to 749 kW	1.35%
250 to 299 kW	2.00%	750-999 kW	1.25%
300 to 349 kW	1.75%	>1,000 kW	1.00%



**Exhibit A - Commission Example**

\*This is for example purposes only. The sales and commission rates might differ from this example.

**Example 1**

<b>Example Commission Calculation and Payout - 100-kW System Sale</b>		
Sample Case	Salesperson brings in a customer that purchases a 100-kW solar energy system from the Company that generates a total of \$125,000 in retail component sales.	
Calculation	$\$125,000 * 2.75\% =$	\$3,437 Gross Commission

**Example 2**

<b>Example Commission Calculation and Payout - 250-kW System Sale</b>		
Sample Case	Salesperson brings in a customer that purchases a 250-kW solar energy system from the Company that generates a total of \$312,500 in retail component sales.	
Calculation	$\$312,500 * 2.00\% =$	\$6,250 Gross Commission



## Sales Referral Agreement

### Exhibit B: Referral Partner Profile

FORM TO BE COMPLETED BY REFERRAL PARTNER AND E-MAILED TO:

REFERRAL@SOLBID.COM

<b>Company Information</b> (*If Small Business)			
REFERRAL PARTNER COMPANY NAME		MAIN PHONE #	
MAILING ADDRESS	CITY	STATE	ZIP
WEBSITE ADDRESS		TAX-ID / FEIN#	
<b>Main Referral Contact</b>			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
<b>Referring Sales Contact</b> (*If Small Business & *If Different from Main Contact)			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
<b>Accounts Payable/Accounts Receivable</b> (*If Small Business & *If Different from Main Contact)			
CONTACT NAME		CONTACT TITLE	
EMAIL ADDRESS		DIRECT PHONE #	
<b>Information for the Commission Check</b>			
NAME ON CHECK		UNIQUE IDENTIFIER # (IF REQUIRED)	
MAILING ADDRESS FOR CHECK		MAIL ATTENTION TO WHOM / WHAT DEPARTMENT	



## Sales Referral Agreement

### Exhibit C: Customer Referral Form

FORM TO BE COMPLETED BY REFERRAL PARTNER AND E-MAILED TO:

REFERRAL@SOLBID.COM

Customer Information			
COMPANY NAME		BUSINESS INDUSTRY / TYPE	
CONTACT NAME		FOR-PROFIT / NON-PROFIT? (YES/NO)	
CONTACT TITLE		DIRECT PHONE #	
PHYSICAL ADDRESS (LOCATION SITE FOR SOLAR)		CITY	STATE ZIP
EMAIL ADDRESS		IS SOLBID TO CONTACT CUSTOMER DIRECTLY? (YES/NO)	
Referral Partner Information			
COMPANY NAME (*If Small Business)		CONTACT NAME	
EMAIL ADDRESS		DIRECT PHONE #	
Attach a Copy of the Utility Bill /or/ Complete the Electric Utility Information Fields Below.			
<a href="http://www.solbid.com/discover/understanding-your-bill">www.solbid.com/discover/understanding-your-bill</a>			
ELECTRIC UTILITY COMPANY		PAST 12 MONTHS TOTAL USAGE - kWh	
LAST MONTH'S USAGE - kWh	LAST MONTH'S TOTAL ELECTRIC BILL - \$	DEMAND RATE STRUCTURE? (YES/NO)	
*IF "YES" to Demand Rate Structure			
LAST MONTH'S PEAK DEMAND - kW		LAST MONTH'S TOTAL DEMAND CHARGE - \$	
Additional Information			
NOTES			