

Referral Agent Agreement

This Referral Agreement (this "Agreement") is made effective as of the ____ day of _____, 20__ (the "Effective Date") by and between Olin Recruiting Group, LLC ("ORG") and _____ ("Referral").

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged the parties here to agree as follows:

1. Referrals

a. Subject to the terms and conditions of the Agreement, Referral may from time to time refer Potential Candidates ("Potential Candidates") to ORG. Referral shall submit all candidates through the candidate referral portal located on the ORG website.

b. ORG, in its sole discretion, shall have the option to enter into, or decline to enter into, a communication with any Potential Candidate. In the event ORG declines, for any reason, to enter into communications with any Potential Candidate, ORG shall have no obligation to Referral under this Agreement or otherwise with respect to such.

Potential Candidate

c. If (a) such Potential Candidate has (I) not previously been procured through independent data sources by ORG; (II) not previously been referred or introduced to ORG in writing by any other person; and (III) not previously been documented as a Candidate (as defined below); and (b) ORG successfully places that Potential Candidate into employment with an ORG client, within sixty (60) days of such Potential Candidate being referred to ORG by Referral, such Potential Candidate shall be considered a "Candidate" for purposes of this Agreement and ORG shall pay a fee to Referral as set forth below in Section 2.

d. In the event a referral of a Potential Candidate is disputed among one or more Referrals, finders or other persons, ORG alone shall determine which party, based solely upon who first provided it with written notice to the Referral.

2. Compensation

a. Referral shall be entitled to Referral Fee ("Referral Fee") of 10% (ten percent) of the total fee earned by ORG on the successful placement of a Candidate.

b. ORG shall pay the Referral Fee to Referral 12 months after the start of the Candidates employment with ORG's client. This fee will only be paid if the Candidate remains employed with ORG's client and all fees collected by ORG have been maintained.

3. Term and Termination

a. The initial term of this Agreement shall be one (1) year from the Effective Date and shall be renewed there after automatically on a month-to-month basis, unless sooner terminated as here in after provided, subject to and upon the conditions specified herein.

b. Either party may terminate this Agreement at any time upon seven (7) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Candidates or Potential Candidates introduced by Referral (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the termination of this Agreement); provided, however, Referral shall cease to be entitled to any Referral Fees due to it as of the date of termination if this Agreement is terminated by ORG for cause as hereinafter defined. As used herein, “cause” shall mean any breach of sections 4 or 8 of this Agreement by Referral. In no event shall the above referenced list include any parties that were not identified to ORG by Referral as Potential Candidates in writing prior to giving the termination notice.

4. Acting as Finder Only: Non-Exclusivity

a. It is understood that Referral is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on ORG’s behalf, or to negotiate the terms of any agreements ORG behalf. Referral hereby agrees to indemnify, defend, and hold ORG harmless and from any claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Referral or the breach thereof.

b. Referral acknowledges that ORG may enter into referral agreements or similar arrangements with other parties and that Referral shall have no rights under such agreements or to any fees for Candidates referred to ORG by others or identified by ORG itself.

5. Relationship

Referral and ORG expressly intending that no employment, partnership, or joint venture relationship is created by this Agreement, hereby agrees as follow: (i) neither Referral nor anyone employed by or acting for or on behalf of Referral shall ever be construed as an employee of ORG and ORG shall not be liable for employment taxes respecting Referral or any employee of Referral; (ii) Referral shall not make any commitment or incur any charge or expense in the name of ORG without the prior written approval of ORG; (iii) Referral expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referral nor anyone employed by or acting on behalf of Referral shall receive or be entitled to any consideration, compensation or benefits of any kind from ORG.

6. Indemnification

Each party shall indemnify, defend and hold the other party (and all officers, directors, employees, Referrals, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and attorney’s fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such party’s default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, Referrals, contractors or invitees.

7. Liability

Under no circumstances shall either party be liable for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.

8. Explanations

a. Entire Agreement

This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is intended as a complete and exclusive statement of the terms of the Agreement between the parties.

b. Notice

All notices given and requests made hereunder must be sent in writing and must be delivered or sent either by nationally recognized overnight courier or registered or certified United States mail, return receipt requested, postage prepaid. All notices to either party shall be delivered to their respective addresses listed above. The parties may change their address by notice delivered to the other party. Any notice or request sent by registered or certified United States mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice or request sent by overnight courier service shall be deemed given on the date of receipt or refusal of the same.

c. Confidentiality

Referral acknowledges that by reason of its relationship to ORG hereunder, it may have access to certain information and material concerning ORG's business, plans, Candidates, technology and products that are confidential and of substantial value to ORG, which value would be impaired if such information were disclosed to third parties. Referral agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by ORG. In the event of termination of this Agreement, there shall be no use or disclosure by Referral of ORG and disclosure by Referral of any confidential information of ORG and any materials related to ORG shall be immediately returned to ORG. Referral acknowledges that the provisions of this Section are reasonable and necessary for the protection of ORG and that ORG will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Referral agrees that, in addition to any other relief to which ORG may be entitled in the form of actual or punitive damages, ORG shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining Referral from any actual or threatened breach of such provision. The terms of the Section shall survive termination of this Agreement.

d. Representations, Warranties and Covenants

Referral represents, warrants and covenants to ORG that at the Effective Date and continuing for the term of this Agreement that neither the execution and delivery of this Agreement nor the representation of ORG services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other agreements to which Referral is a party or by which it is bound.

e. Successor and Assigns

Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto, Referral shall not assign this agreement without the prior written consent of ORG.

f. Governing Law

The laws of the State of New Hampshire shall govern this Agreement without giving effect to the choice of law's provisions thereof. Referral agrees to submit to the jurisdiction of the state or federal courts of New Hampshire.

g. Authority

If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such party is duly formed or duly qualified and that each person executing this Agreement on behalf of such a party is an officer or member of such party and is duly authorized or execute, acknowledge and deliver the Agreement to the other party.

h. Counterparts

This Agreement may be executed in one or more counterparts and facsimile signatures shall be sufficient to indicate acceptance by the parties, each of which shall be original and all of which shall constitute one and the same instrument named below.



IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

Olin Recruiting Group, LLC

53 Church Street #42

Kingston, NH 03848

By:

Name:

Title:

Date:

Referral Person:

By:

Name:

Title:

Date:

*Tax & Payment information:

Make checks payable to:

If above is a company, enter EIN Number:

EIN#:

If payable name is your personal name, then we require your SSN#

SSN#:

Finally, the address we can mail your checks:

*Please send completed forms in PDF version to support@olingrp.com