

## The Fortia Group Referral Partnership Agreement

### PARTIES

This Referral Agreement (hereinafter referred to as the “**Agreement**”) is entered into on (the “**Effective Date**”), by and between [ ] with and address at [ADDRESS] (hereinafter referred to as the “**Referrer**”), and The Fortia Group, with an address of 13 Adelaide Road, Dublin D02 P950, Ireland (hereinafter referred to as the “**Fortia**”) (collectively referred to as the “**Parties**”).

- The Fortia is in the business of advising eCommerce businesses on their exits.
- The Referrer has contacts with eCommerce entrepreneurs and has agreed to provide an introduction to individuals and companies that may engage Fortia for its services.

### REFERRALS

- The Referrer may from time to time refer potential companies (“**Prospects**”) to Fortia by providing an introduction via online meeting, in-person meeting, phone or email. Exhibit A highlights the key criteria for referrals.
- The Prospect must not be an existing or former client of Fortia, nor have they already been contacted by or referred to Fortia.
- Fortia shall have sole discretion related to its approval or rejection of a Prospect referral, including resolution of any dispute between two or more referrers, finders or other persons.
- The Prospect must engage Fortia within twelve (12) months of the introduction for there to be a commission due to the Referrer.
- The Referrer agrees not to undertake cold marketing campaigns to identify potential Prospects or approach potential Prospect’s unknown to the Referrer for the sole purpose of seeking a referral fee.

### COMPENSATION

- The Parties agree that the Referrer will receive fifteen percent (15%) of Fortia fees. (“**Referral Fee**”)
- The Referral fees are calculated on the net commission received by Fortia post completion of the transaction (pursuant to the sale of the Business), net of all retainers received, net of any software subscription fees) charged to Fortia to prepare the Prospect for sale.

- Net commission is calculated after deduction of any commission payments that Fortia has to make to parties that are involved with placing the deal with a Buyer.
- All payment will be made by Fortia to the Referrer within fourteen (14) days after receipt of funds by Fortia and the submission of a valid invoice by the Referrer. All payments will be made via bank transfer.

#### **TERM & TERMINATION**

- The term of this Agreement shall be for a period of one (1) year from the date this Agreement is last signed below, and shall continually and automatically extend for a period of two (2) years thereafter as long as the Referring Party has referred a Business to the Receiving Party within three (3) month of the then current term.
- This Agreement may be terminated in by either party giving written notice to the other.

#### **ACTING AS FINDING ONLY; NON-EXCLUSIVITY**

- It is understood that Referrer is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on Fortia's behalf, or to negotiate the terms of Prospects' agreements with Fortia.
- Referrer acknowledges that Fortia may enter into referral agreements or other similar arrangements with other parties and that Referrer shall have no rights under such agreements or to any fees for customers referred to Recipient by others or identified by Fortia itself.
- This Agreement is not assignable. All assignments or attempted assignments by either Party shall be deemed void and of no force and effect.

#### **RELATIONSHIP BETWEEN PARTIES**

- Hereby, the Parties agree that the Referrer in this Agreement is an independent contractor where the Referrer provides the services hereunder and acts as an independent contractor.
- The Parties acknowledge that nothing in this Agreement will be construed as (a) the formation of a partnership or joint venture between the Parties; (b) the creation of a trust or similar fiduciary relationship between the Parties; or (c) any employer-employee relationship between the Parties.
- Neither Party in this Agreement is authorized to make any contracts, representations, warranties or commitments on behalf of the other Party and both Parties agree that they will not do so or purport to be authorized to do so.

#### **CONFIDENTIALITY**



- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by both Parties, unless the disclosure is required pursuant to the process of law.
- This section will remain in force regardless of the fact in case the Agreement is terminated.
- The Referrer is not to use Fortia's information (e.g. Exit Guide) for advertisements or any other promotional activity without the Fortia's written consent.
- The Referrer is not to use any intellectual property provided to them by Fortia without the written consent of Fortia.

### **LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one party's negligence or breach.

### **INDEMNITY**

- The Parties agree to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the party that is indemnified, its successors and assigns that occurs in terms of this Agreement.
- This section will remain in full force and tact as well as effect even upon the termination of the Agreement naturally or the early termination by either of the Parties.

### **DISPUTE RESOLUTION**

- This Agreement shall be governed by the laws of Ireland. Any claim, dispute or controversy of any kind between the Parties, including, but not limited to, the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one Party served on the other, be submitted to binding arbitration in lieu of litigation, administered by the Chartered Institute of Arbitrators – Ireland Branch (CIARB) in accordance with its Commercial Arbitration Rules. There shall be one (1) arbitrator, which shall be chosen by the CIARB, who shall have a minimum of ten (10) years of experience in commercial arbitration. Such arbitration shall be held in the location of the defendant. The Parties expressly waive any challenge to the use of arbitration in accordance with this Agreement. The arbitrator shall have no authority to change any provisions of this Agreement and the arbitrator's sole authority shall be to interpret or



apply the provisions of this Agreement. The award made by the arbitrator shall be binding and may be entered as a judgment in any court having jurisdiction.

- The parties hereto irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

#### GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Ireland.

#### ENTIRE AGREEMENT

- This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

#### SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

REFERRER

FORTIA

Name:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### EXHIBIT 1 – CRITERIA OF FORTIA

- Preferred category. **Exclusions:** apparel, electronics, fads, food, supplements, weapons.
- > 2 years operating history.
- Selling primarily via Amazon or D2C.
- Revenue >\$5m LTM.
- >20% net margins.
- Strong RRR scores (ratings, reviews, rankings).
- Long-term growth potential.
- Other e.g. low SKU count, low seasonality.