THIS AGREEMENT is made the _____day of _____

BETWEEN:

(1) Clearmodel LLC, d.b.a. CMMI Institute, a Pennsylvania limited liability company with offices located at 11 Stanwix Street, Suite 1150, Pittsburgh, Pennsylvania 15222 USA, ("CMMI Institute") and

(2) << Name of the Referral Partner >> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (the "Referral Partner")

WHEREAS:

(1) CMMI Institute is in the business of the sale and supply of training courses, certification exams, online assessment tools, and published materials; and

(2) CMMI Institute wishes to appoint the Referral Partner to identify Prospective Clients and refer them to CMMI Institute.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday in the United States;
"Completed Transaction"	means payment has been received and the Product has been delivered as outlined in the agreement between CMMI Institute and a Prospective Client;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
"Follow-up"	means an attempt by CMMI Institute to contact a Prospective Client using the details supplied by the Referral Partner pursuant to Sub-clause 3.3;
"Referral"	means CMMI Institute being referred to a Prospective Client by the method stated at Sub-clauses 3.2 and 3.3;
"Product"	means the goods and services provided by CMMI Institute, as more particularly defined at Schedule 1; and
"Prospective Client"	means any person or organization that is not an existing client of CMMI Institute and which has not been a client of CMMI Institute in the 24 month period prior to Referral.

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1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing," and any cognate expression, includes a reference to any communication effected by electronic mail, telex, facsimile transmission or similar means;

1.2.2 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;

1.2.3 a Schedule is a schedule to this Agreement; and

1.2.4 a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In this Agreement:

1.3.1 any reference to the parties includes a reference to their respective personal representatives and permitted assignees;

1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;

1.3.3 words importing the singular number include the plural and vice versa; and

1.3.4 words importing any gender include any other gender.

2. Appointment of Referral Partner

2.1 CMMI Institute appoints the Referral Partner to identify and Refer to CMMI Institute Prospective Clients for the Products supplied by CMMI Institute, pursuant to the terms and conditions of this Agreement, on a non-exclusive basis.

2.2 The Agreement shall commence with effect from January 1, 2016 until this Agreement is terminated in accordance with Clause 9.

2.3 CMMI Institute shall pay to the Referral Partner a fee for each Completed Transaction with a client Referred by them at the rate set out at Clause 5 of this Agreement (the “Fee”).

2.4 CMMI Institute shall be entitled to supply the Product to clients notwithstanding those clients not having been Referred to CMMI Institute by the Referral Partner.

3. Referral of Prospective Clients

3.1 The Referral Partner shall use its reasonable efforts to identify and solicit Prospective Clients to Refer to CMMI Institute.

3.2 For Prospective Clients for online product purchases (including, but not limited to, course registrations, elearning courses, certification exams, self-assessment tools, model downloads), the Referral Partner shall Refer identified Prospective Clients to CMMI Institute by informing them of CMMI Institute’s offerings and website information and by using supplied marketing materials as desired. In addition the Referral Partner shall instruct the Prospective Client to quote the reference “**<< insert reference code / phrase >>**,” for the purpose of ensuring that Prospective clients Referred to CMMI

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Institute by the Referral Partner are properly identified and that the Fee is accurately calculated.

3.3 For Prospective Clients for full course offerings of a CMMI Institute advanced level course taught onsite to a class of at least 8 students, the Referral Partner shall:

3.3.1 provide CMMI Institute with sufficient contact details to enable CMMI Institute to contact the Prospective Client, such details to be provided in writing and to include the Prospective Client's full name, email address and daytime telephone number;

3.3.2 provide CMMI Institute with brief details as to which training courses in particular the Prospective Client requires, the expected timing for the offering, and the expected location of the course; and

3.3.3 ensure that the Prospective Client consents to being contacted by CMMI Institute in relation to the supply of the Product.

3.4 The Referral Partner shall ensure that all of its employees and agents are conversant with the Product supplied by CMMI Institute in order to facilitate the effective identification of Prospective Clients.

4. Obligations of CMMI Institute

4.1 CMMI Institute agrees that it will Follow-up all Referrals made by the Referral Partner with a view to reaching a Completed Transaction with the Prospective Client. In the case of Prospective Clients for full course offerings as described in Sub-clause 3.3, if CMMI Institute decides not to contact a Prospective Client Referred to it for any reason, CMMI Institute must inform the Referral Partner at the end of the calendar month in which such decision was made.

4.2 CMMI Institute shall maintain a proper record of Referrals, Follow-ups and Completed Transactions for the purpose of accurate payment of fees under Clause 5.

4.3 CMMI Institute shall, from time to time, provide the Referral Partner with such promotional and sales brochures and literature as is reasonably necessary in order for the Referral Partner to comply with its obligations under Sub-clause 3.4 above.

5. Fees and Payment

5.1 CMMI Institute will pay the Referral Partner the Fee as set out at Schedule 1 of this Agreement.

5.2 Fees under this Agreement shall be payable in respect of each Completed Transaction that includes the referral code provided by the Prospective Client or that was properly Referred to CMMI Institute in accordance with Sub-clause 3.3.

5.3 CMMI Institute will pay the Referral Partner the Fee for each Completed Transaction by check or bank transfer on the fifteenth business day of the month following the end of the calendar quarter in which the Completed Transaction occurred.

5.4 The Referral Partner acknowledges and agrees that, where a client Referred by him subsequently cancels an agreement with CMMI Institute which

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attracted payment of a Fee and for which the Fee has been paid to the Referral Partner, the Referral Partner shall be liable to repay the Fee, pro rata in relation to the amount reimbursed by CMMI Institute to the client.

6. Relationship of the Parties

6.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

6.2 Subject to any express provisions to the contrary in this Agreement, the Referral Partner shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of CMMI Institute or bind CMMI Institute in any way.

7. Confidentiality

The parties agree to keep all Confidential Information in relation to the business of the other confidential during and after the term of the agreement. This Clause 7 will not apply to:

7.1 any information which has been published or is in the public domain other than through a breach of this agreement;

7.2 information in the possession of the recipient party before the disclosure under this agreement took place;

7.3 information obtained from a third party who is free to disclose it; and

7.4 information which a party is required by law to disclose; *provided*, that the recipient party shall provide notice to the disclosing party of its requirement to disclose such information and shall disclosure only what is required by law to disclose.

8. Non Circumvention

CMMI Institute and the Referral Partner hereby irrevocably agree not to intentionally circumvent or attempt to circumvent the provisions of this Agreement, including but not limited to those provisions regarding the calculation and payment of the Fee, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

9. Termination

9.1 Either party has the right to terminate this Agreement immediately if the other:

9.1.1 has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

9.1.2 becomes insolvent or is the subject of a bankruptcy order.

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9.2 Either party may terminate this Agreement for any other reason on giving not less than one months' notice in writing to the other party.

9.3 No Fee shall accrue for any Referral of a Prospective Client after the date on which this Agreement is terminated. Any Referral occurring prior to termination which results in a Completed Transaction after termination shall accrue a Fee pursuant to Clause 5. The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

9.4 Upon Termination of this Agreement any monies owed by the Referral Partner to CMMI Institute shall be payable immediately.

10. Nature of Agreement

10.1 This Agreement is personal to the parties and neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

10.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

10.3 Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

11. Notices and Service

11.1 Any notice or other information required or authorized by this Agreement to be given by either party to the other shall be given by:

11.1.1 sending it by pre-paid registered post; or

11.1.2 sending it by email, facsimile transmission or comparable means of communication to the other party at the address given in Sub-clause 11.4.

11.2 Any notice or information given by post in the manner provided by Sub-clause 11.1.1 which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

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11.3 Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Sub-clause 11.1.2 to the other party at the address given in Sub-clause 11.4 within 24 hours after transmission.

11.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

12. Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled: (1) at CMMI Institute's election, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, in such case (a) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (b) each party shall bear its own costs of arbitration, (c) all arbitration hearings shall be conducted in Allegheny County, Pennsylvania, and (d) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement, provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or proprietary information as described in this Agreement; or (2) in the event that Clearmodel does not elect binding arbitration as permitted in point (1) above, exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.

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IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED

<<Name and Title of person signing for CMMI Institute>>
for and on behalf of << CMMI Institute Name >>

SIGNED

<<Name and Title of person signing for Referral Partner>>
for and on behalf of << Referral Partner's Name >>

SCHEDULE 1

Commission Structure

CMMI Institute Product Offerings eligible for commission

Product	Price	Commission %	Commission per item
Data Management Maturity (DMM) Model Download	$100	10%	$10
Building Enterprise Data Management Capabilities elearning course	$750	10%	$75
Fundamentals of CMMI elearning course	$500	10%	$50
Certified CMMI Associate Exam	$250	10%	$25
Fundamentals of CMMI elearning course + Certified CMMI Associate Exam bundle	$675	10%	$68
Virtual CMMI Advisor online self-assessment tool for one model (DEV or SVC)	$199	10%	$20
Virtual CMMI Advisor online self-assessment tool for two models (DEV and SVC)	$299	10%	$30
Advancing Organizational Capability: Applying CMMI instructor-led course (one student registration)	$4,400	10%	$440
Certified CMMI Professional Exam	$550	10%	$55
Advancing Organizational Capability: Applying CMMI instructor-led course + CMMI Professional Exam bundle	$4,895	10%	$490
Advancing Enterprise Data Management Capabilities instructor-led course (one student registration)	$5,000	10%	$500
Understanding CMMI High Maturity Practices instructor-led course (one student registration)	$3,900	10%	$390
Full course offering of a CMMI Institute advanced level course taught onsite *Full course offerings will be negotiated by CMMI Institute and the client. CMMI Partner will receive a 10% commission on the final deal price minus travel and expenses. Up to 2 CMMI Partner representatives will be permitted to attend the course with their clients at no additional charge. Full courses must have a minimum of eight (8) students in the course, not counting Partner representatives.*	Varies. Average price $25,000	10%	Varies. Average commission $2,500

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