

yourHR Solution, Inc. Referral Agent Agreement

This Agreement is between, _____, Inc. and any of its employees henceforth to be recognized as (the "Agent") and yourHR Solution, Inc. or any of its subsidiaries, henceforth to be recognized as (the "Company").

The purpose of this Agreement is to compensate Agent for prospective client leads referred to the Company. These prospective clients will be assigned to a Representative of the Company who then can make a formal presentation of the Company's Services and Benefits with the intended result of making the said prospective client an actual client of the Company.

This Agreement is to be the only contract between Agent and the Company and supersedes any previous agreement between Agent and the Company or any representative of the Company, verbal, written, or otherwise implied.

The terms and conditions of the Agreement are as follows:

1. Agent accepts this as an Agreement to introduce the services of the Company to prospective clients of the Company's Program. Agent agrees that as long as the Company continues to provide the contracted services to clients introduced by the Agent will not introduce the services of another similar company to said client.
2. Agent will introduce the services of the Company and will not utilize any materials in introducing the services of the Company that have not been approved by the Company's Sales and Marketing.
3. All leads referred to the Company by Agent are considered to be the property of the Company.
4. Agent's compensation will be a referral fee of 10% of the actual gross annual administrative cost collected by the Company. All payments due under this Agreement are due and payable no later than the 20th of the month following the month in which the payroll is processed and collected. If any client relationship with the Company that the Agent introduced terminates, it is understood that referral fees will only be paid for a period of Twelve (12) Months.
5. The Company agrees to service all provided leads in a prompt and professional manner.
6. All cost in creating leads are the responsibility of Agent unless otherwise approved.
7. Non-Solicitation Agreement.
 - A. For the consideration payable under the Agreement other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the term of this Agreement and for a period of Twenty Four (24) months beginning on the termination date of this Agreement, the Agent agrees not to:
 - i. Directly or indirectly (except on behalf of the Company) for it's own account or for the account of others, whether as employee, principal, agent, or through any person, corporation, partnership, association, or other business entity, contact any person, corporation, partnership, association, or other business association which is or was a customer or client of the Company during the term of the agent relationship by the Company for the purposes (express or implied) of (a) selling equipment, products, services, including professional employer services, or

technologies offered, or which are competitive with equipment, products, services or technologies offered, or sold by the Company, or that were developed by the Company at any time during the term of his employment, or (b) encouraging such person or entity in any manner to curtail or cancel their present or future business transactions with the Company;

- ii. Contact any person, corporation, partnership, association or other business entity who at any time during the Agent's agreement with the Company is or was a supplier of goods or services to the Company for the purpose (express or implied) of encouraging such person or entity in any manner to curtail or cancel their present or future business transactions with the Company;
 - iii. Solicit, induce, cause or actively attempt to influence, directly or indirectly, any employee of the Company, including any staff employee or worksite employee (or person who within the preceding ninety (90) days was a staff employee or worksite employee) of the Company, to terminate his or her employment with the Company.
 - iv. Notwithstanding any of the above Section 7, it is expressly understood that there is nothing in this Agreement to preclude Agent from maintaining a business relationship with current or former company clients insofar as client has actively pursued a business relationship with no prior contact or solicitation having been made by Agent.
- B. In the event that any provision of this Section 7 is adjudged by a court of competent jurisdiction to be invalid or unenforceable, such adjudication will in no way affect any other provision of this Section 7. In the event that any provision of this Section 7 shall be held invalid or unenforceable by a court of competent jurisdiction by reason of the geographic or business scope or the duration thereof, such invalidity or unenforceability shall attach only to the scope or duration of such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement. If it should be held that any provision set forth in this Section 7 does not contain a reasonable limitation as to time, geographical area or scope of activity restrained, then the court so holding shall at the request of the Company reform such provisions to the extent necessary to cause them to be reasonable limitations and give the maximum permissible effect of the intention of the parties to restrict Agent, and the court shall enforce such provisions as so reformed.
- C. Agent acknowledges that the Company may have no adequate means to protect its rights under this Section 7 other than by securing an injunction (a court order prohibiting Agent from violating this Agreement). Agent agrees that the Company may enforce this Agreement by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. Agent acknowledges that the recovery of damages will not be an adequate means to redress a breach of this Agreement, but nothing in this Section 7 shall prohibit the Company from pursuing any remedies in addition to injunctive relief, including recovery of damages.
- D. The provisions of this Section 7 shall survive termination of this Agreement.

8. Confidentiality Agreement.

Background. The Agent acknowledges and agrees that it will act as a representative of the Company in a position of trust and confidence in which Agent will learn, develop, create and have access to and the Company shall disclose to Agent "Confidential Information." For purposes of this Agreement, Confidential Information includes, but is not limited to, the following forms of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, specifications, techniques, computer flow charts and programs, data, documentation, diagrams, research, development, processes, procedures, know-how, marketing techniques, material, plans, customer names, supplier names, files and other information related to customers and suppliers, cost data, pricing policies and financial information, and all other know-how and trade secrets, whether created by employees and/or others, in the possession of the Company, its subsidiaries or affiliates during the term of this Agreement. Confidential Information also includes any information described in the preceding sentence, which the Company obtains from a third party under a confidentiality or non-disclosure agreement with such party to treat such information as proprietary or confidential.

B. Requirement of Secrecy and Confidence. The Agent agrees that it will not during the term of this Agreement and for twenty-four (24) months after the termination of this Agreement disclose to any person or entity any Confidential Information or any other information or data concerning the business, suppliers, customers, or any other aspect of the Company. The Agent agrees to turn over to the Company, upon request, all originals and copies of materials containing Confidential Information, whether in printed form or recorded in any other medium, in the Agent's possession, custody or control.

C. The provisions of this Section 8 shall survive termination of this Agreement.

9. Assign ability. The rights and duties of the parties hereunder will not be assignable by either party except that this Agreement and all the rights hereunder will be assigned by the Company (with the Agent's consent) to any corporation or business entity wholly or partially owned by the Company, or to any corporation or business entity which owns, in whole or in part, the Company, or to any corporation or other business entity which succeeds to all or substantially all of the business of the Company through merger, consolidation, corporate reorganization or by acquisition of all or substantially all of the assets of the Company and which assume the Company's obligations under this Agreement. The Company shall promptly notify Agent of the assignment of this Agreement. Any such successor will be deemed to be substituted for the Company for all purposes hereunder.

10. Waiver. A waiver for failure to enforce, by either party hereto, any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition or of any subsequent breach thereof, nor will such waiver or failure to enforce be deemed or construed to be a waiver of any other term or condition of this Agreement.

11. Notices. Any notice or other communication herein required or permitted to be given will be in writing and may be personally served or sent by mail or facsimile and will be deemed to have been given as follows: if personally served, when served; or if sent by facsimile, on the date confirmed (according to the sender's equipment); or if mailed, on the third day after deposit in the United States Mail, postage prepaid and properly addressed. For purposes of this Section, the addresses of the parties shall be the

addresses set forth below until a party subsequently notifies the other party in writing of a change of address in conformity with this section:

yourHR Solution, Inc.
5121 Anclote Drive
Alpharetta, GA 30022
Attention: Kevin George
Facsimile: (770)754-6062

Attention: _____
Facsimile: _____

- 12. Entire Agreement. This Agreement contains all of the understandings and agreements between the parties.
- 13. Sever ability. If any provision of this Agreement is adjudged by a court of competent jurisdiction to be void or unenforceable, such adjudication will in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
- 14. Amendments. This Agreement may not be varied, altered, modified, changed or in any way amended, except by written instrument signed by the parties.
- 15. Governing Law. The Agreement will be governed by and construed under the laws of the State of Georgia, not including, however, any conflict of laws rule of Georgia that would direct or refer any such determination to the laws of any other state or country. The parties hereto irrevocably agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted for mediation to the American Arbitration Association (AAAA) and if such mediation is not successful, the matter will be settled by arbitration administered by the AAA. Any such mediation or arbitration shall be conducted under the AAA's applicable procedural rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue for any mediation or arbitration shall be Fulton County, Georgia.

If it is determined that either party has failed to comply with this Agreement, this Agreement can be terminated with thirty (30) days notice.

THE COMPANY:

yourHR Solution, Inc.

By: _____
Kevin R. George
President

THE AGENT:

By: _____