



AFFILIATE PARTNER AGREEMENT

THIS AFFILIATE REFERRAL AGREEMENT (this “Agreement”) dated _____ (the “Effective Date”) by and between Verified First, LLC (“VF”) and Access 1 Source (“Referring Party”).

WHEREAS, the parties desire to enter into an agreement whereby Referring Party will market VF’s services to Referring Party’s customers and prospective customers in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VF and Referring Party agree as follows:

1. Referring Party will actively and diligently use its best efforts to market and refer clients and customers to VF for background screening purposes. Best efforts include, but are not limited to, marketing tools and engagement opportunities provided through Verified First Partner Portal. Referring Party is granted a limited, non-exclusive license to use the logo, printed materials and website of VF for the term of this Agreement, however, VF shall remain the owner of all logos, service marks, trademarks, etc. Referring Party acknowledges that it has no rights to any VF intellectual property and shall not acquire any ownership interest or license in any VF intellectual property under this Agreement.
2. VF will contract directly with Referring Party’s customers or potential customers (“End-Users”) for administration of background screening services. VF shall invoice End-User for such services, and such invoices shall be due within 30 days from the date of invoice. VF will charge a fee for each request made by End-Users, in accordance with VF’s fee schedule. VF reserves the right to change the fees charged at any time End-User shall agree to pay all invoices received from VF within 30 days from the date of the invoice.
3. In exchange for Referring Party’s commitment in marketing and referring clients to VF, VF agrees to pay Referring Party a commission at the rate set forth on Exhibit A hereto

calculated from invoices,

less VF cost of goods sold, less VF set-up fees, less compliance fees, less pass through fees derived from county courts, state repositories, county civil courts, state DMV fees, data fees and drug screening third party collection fees (net billing), for customers referred by Referring Party that purchase VF services throughout the duration of this contract. The parties agree that VF reserves the right to review the commission structure every twelve (12) months, and, if necessary to account for increases in the cost of providing the services and/or decreased volume, adjust the rates set forth Exhibit A upon written notice to Referring Party. Referring Party agrees that no commissions will be paid to it until VF receives unconditional payment for services from End-Users. VF and Referring Party agree that commissions will be calculated and paid (to the extent payments have been received by End-Users) within thirty (30) days after the close of each calendar quarter for the immediately preceding quarterly period.

4. The term of this Agreement will be one year from the date of execution of this Agreement, and shall automatically renew for successive periods of one year unless VF otherwise terminates in writing. Either party may terminate the Agreement at the end of the initial term or any renewal term upon giving the other party written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. If either party should fail to comply with any material term of this Agreement, the other party may, at its discretion, seek to terminate this Agreement, but only after the non-performing party is given written notice of intent to terminate and thirty (30) days to correct non-performance.
5. Neither party shall knowingly solicit for employment or knowingly employ any employee of the other party who performed services on behalf of either party in connection with, or was otherwise involved in, this Agreement, during the lesser of: (i) the term of this Agreement and for a period of two (2) years after the termination of this Agreement; or (ii) two (2) years after the employee is no longer employed by VF or Referring Party.
6. VF and Referring Party agree to comply with their respective obligations related to all applicable laws, regulations, and orders, including, but not limited to, the Driver Privacy Protection Act and the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et. Seq. and applicable state laws governing the use of consumer reports and investigative consumer reports for employment purposes. VF and Referring Party acknowledge their separate obligations and, unless agreed to in writing, neither party shall assume responsibility for any act of compliance by the other party. Referring Party shall not engage in any activity or transaction involving the products or services of VF by way of marketing, promotion, advertising, the solicitation of the sale, lease use or otherwise that violates any law.
7. Referring Party acknowledges that VF may disclose to it confidential trade secrets, confidential documents, confidential marketing strategies and other confidential proprietary information of VF which Referring Party agrees that it will only use for the performance of

its obligations under this Agreement. In the event of any breach or threatened breach by Referring Party of the non-compete or trade secret/confidential provisions of this Agreement, VF shall be entitled to temporary and permanent injunctive relief restraining Referring Party from disclosing, in whole or in part, any

confidential information or from rendering to any person, firm, corporation, association, partnership, or other entity to whom such information has been disclosed, or is threatened to be disclosed, whether or not such person or entity is, at the time of such disclosure, a competitor of VF. Nothing contained in this Agreement shall be construed as prohibiting VF from pursuing any other remedies, including recovery of actual and punitive damages, which may be available to VF for such breach or threatened breach against Referring Party or any other person or entity.

8. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR THEIR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL VF'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO REFERRING PARTY PURSUANT TO THIS AGREEMENT IN THE QUARTER PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
9. Referring Party is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, legal entity partnership, or other forms of joint enterprise, employment, or fiduciary relationship between the parties or any employee/employer relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any customer or third party. Referring Party shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations hereunder.
10. The laws of the State of IDAHO shall govern this Agreement.
11. The provisions of this Agreement are severable. Should any provision of this Agreement be deemed invalid in any proceeding, it shall not invalidate any other provision of this Agreement. Neither party shall assign this Agreement without the prior written permission of the other party, where permission shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of

VERIFIED FIRST

Click "Accept" to indicate that you have read and agree to the terms presented in the Terms and Conditions agreement

EXHIBIT A

Commission Rates

Referring Party will be paid 10% of net
billing.