

Between Tom Opp Consulting LLC (“TOC”) **and** the undersigned Lead Partner (“Partner”).

Effective Date: _____

1 Purpose

This agreement sets up a simple, fair relationship between **Tom Opp Consulting LLC** and the undersigned **Lead Partner**. The goal: Partner refers potential clients to TOC. When those referrals turn into real business, Partner gets paid. That’s it.

2 Definitions

- **Lead** — A specific person or company the Partner introduces to TOC as a potential client, submitted through TOC’s designated intake process (form, email, or other method TOC provides).
- **Qualified Lead** — A Lead that TOC reviews and confirms meets the following minimum criteria: (a) the contact information is valid, (b) the prospect has a genuine need for services TOC offers, and (c) the prospect has not already been submitted by another Partner or contacted directly by TOC. TOC decides qualification in good faith and will notify Partner of the outcome within five (5) business days.
- **Discovery Call** — A scheduled, completed introductory call between the Qualified Lead and TOC’s team to explore scope, fit, and next steps.
- **Closed Client** — A Qualified Lead who signs an engagement agreement with TOC and makes their first payment.
- **Audit Fee** — The total fee invoiced to the Closed Client for the initial engagement (not including travel reimbursements, third-party tool costs, or future add-on work unless separately agreed in writing).

3 What TOC Will Do

- Provide Partner with a clear description of ideal referral types so Partner knows who to look for.
- Review every submitted Lead promptly and notify Partner whether it qualifies within five (5) business days.
- Conduct Discovery Calls professionally and in good faith — TOC will not deliberately avoid closing a deal to skip paying a referral fee.
- Track all Partner-referred Leads in TOC's system and keep accurate records.
- Pay Partner every fee earned under this agreement, on time, as described in Section 6.
- Give Partner reasonable updates on the status of their referred Leads (qualified, discovery scheduled, closed, or declined) without disclosing confidential client details.

4 What Partner Will Do

- Only refer Leads who, to the best of Partner's knowledge, have a real potential need for TOC's services.
- Submit Leads through TOC's designated intake method — not through casual mentions, social media tags, or word-of-mouth alone.
- Not make promises, guarantees, or representations about TOC's pricing, deliverables, or outcomes. Partner introduces; TOC handles the rest.
- Not submit Leads that Partner knows are already TOC clients or have been submitted by someone else.
- Comply with all applicable laws, including anti-spam and marketing regulations.

5 Partner Neutrality

Partner is **not** an employee, contractor, or agent of TOC. Partner has no authority to sign contracts, set pricing, negotiate terms, or bind TOC in any way. Partner may refer leads to other companies too — this is a non-exclusive relationship on both sides. TOC may also accept leads from other sources, including other Partners, without owing anything extra to Partner.

If a Lead has already been submitted by another Partner or contacted by TOC independently, the **first valid submission** on record wins. TOC will notify Partner if a duplicate exists without revealing the other source.

6 Referral Fees & Payout Timing

Partner earns fees at three stages. Each stage is independent — Partner gets paid for each milestone reached, not just closed deals.

Stage	Trigger	Fee
Qualified Lead	TOC confirms the Lead meets qualification criteria	\$100
Completed Discovery Call	The Qualified Lead attends and completes a Discovery Call with TOC	\$400
Closed Client	The Qualified Lead signs an engagement and makes first payment	10% of Audit Fee

How fees stack: These fees are cumulative. If a Lead goes all the way to Closed

Client, Partner earns all three — \$100 + \$400 + 10% of the Audit Fee.

When Partner gets paid: TOC will pay each earned fee within **fifteen (15) business days** after the triggering event, with one exception: the 10% Closed Client fee is paid within fifteen (15) business days after **TOC receives the client's first payment** (not when the contract is signed). TOC does not pay referral fees on revenue TOC hasn't collected yet.

How Partner gets paid: ACH transfer, check, or another method both parties agree to in writing. TOC will request Partner's payment details during onboarding.

No fee is owed if:

- The Lead does not qualify.
- The Lead cancels or no-shows the Discovery Call (if rescheduled and completed, the fee applies).
- The client signs but never pays.

- The referral was a duplicate.

7 Confidentiality

Both sides agree to keep confidential information private. This includes:

- **For Partner:** Any TOC pricing, internal processes, client lists, business strategies, or proprietary methods shared during the relationship.
- **For TOC:** Partner's referral sources, business contacts, and any proprietary methods Partner uses to generate leads.

Neither party will share the other's confidential information with anyone outside this agreement without written permission, except as required by law. This obligation survives the end of this agreement for **two (2) years**.

What's **not** confidential: anything that's already public knowledge, anything a party already knew before this agreement, or anything learned independently from a third party who wasn't bound by confidentiality.

8 Term & Termination

- This agreement starts on the Effective Date and continues until either party ends it.
- **Either party can terminate at any time, for any reason, with thirty (30) days' written notice** (email is fine).
- **Fees already earned before termination are still owed.** If a Lead was submitted before the termination date and later becomes a Qualified Lead, completes a Discovery Call, or becomes a Closed Client, Partner still earns the applicable fee — as long as the client's first payment is received within **ninety (90) days** of the termination date.
- After termination, both parties still have to honor the confidentiality terms in Section 7.

9 General Terms

- **Entire Agreement.** This document is the whole deal. It replaces any prior conversations, emails, or handshake agreements about referral fees between

TOC and Partner.

- **Amendments.** Changes to this agreement must be in writing and signed (or digitally accepted) by both parties.
- **Disputes.** If there's a disagreement, both parties agree to try to resolve it by talking first. If that doesn't work, disputes will be handled under the laws of the **Commonwealth of Pennsylvania**, and both parties consent to jurisdiction in Chester County, PA.
- **Assignment.** Neither party can transfer this agreement to someone else without the other party's written consent.
- **Notices.** Any formal notice under this agreement should be sent by email to the addresses listed in the signature block below.
- **Severability.** If any part of this agreement turns out to be unenforceable, the rest still stands.

10 Signatures

By signing below, both parties agree to the terms of this Lead Partner Agreement.

Tom Opp Consulting LLC

Name

Title

Email

Signature

Date

Lead Partner

Name

Company (if applicable)

Email

Signature

Date