

REALSTONE SYSTEMS, LLC

REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (“Agreement”) is entered into between **Realstone Systems, LLC** (“Realstone”) and the undersigned **Referral Partner**.

1. Appointment

The Referral Partner has agreed to participate in the Realstone Systems Referral Partner Program by introducing prospective customers and project opportunities to Realstone Systems, LLC.

2. Referral Submission

All referrals must be submitted using the official **Realstone Systems Digital Referral Form**.

Within forty-eight (48) hours of receiving a referral, Realstone will notify the Referral Partner whether:

- The referral has been accepted into the Referral Partner Program; or
- The referral has been declined because the opportunity is already being pursued, quoted, managed, or otherwise registered by Realstone.

Realstone reserves the sole right to determine whether a referral qualifies for participation in the Referral Partner Program.

3. Referral Partner Responsibilities

The Referral Partner agrees to:

- Conduct business in a professional and ethical manner.
- Submit accurate and complete information regarding each referral.
- Cooperate with the assigned Realstone representative by answering questions or providing additional information before Realstone contacts the prospective customer, if requested.
- Refrain from making false, misleading, or disparaging statements regarding Realstone Systems, LLC, its employees, suppliers, products, or services.



- Respect that all pricing, quotations, negotiations, contracts, order processing, project management, collections, and customer service are the sole responsibility of Realstone.

4. Realstone Responsibilities

Realstone will use commercially reasonable efforts to provide the referred customer with professional service, appropriate product recommendations, quotations, and support based upon the customer's project requirements.

Realstone reserves the right to accept or decline any project, quotation request, or customer opportunity at its sole discretion.

5. Referral Fees

Referral fees are earned only on accepted referrals that result in paid customer invoices.

The current Referral Partner compensation is:

2.0% of the net material sales value actually paid to Realstone by the referred customer.

Referral fees are calculated on material sales only and specifically exclude freight, shipping, delivery charges, sales tax, installation, labor, consulting services, credits, rebates, discounts, returned merchandise, finance charges, and any other non-material charges.

Referral fees will be paid during the month following the month in which payment is received from the customer.

Customer invoices that remain unpaid more than sixty (60) days past their due date are not eligible for referral fee payments unless otherwise approved by Realstone.

Unless otherwise agreed to in writing, referral fees apply only to the initial sale resulting from the accepted referral and do not apply to future purchases or repeat orders.

Realstone reserves the right to modify or discontinue the Referral Partner Program, including referral fee percentages, payment schedules, qualification requirements, and program terms, at any time in its sole discretion. Any changes will apply prospectively.

6. Existing Opportunities

Referral fees will not be paid on opportunities that:

- Were already known to or actively being pursued by Realstone.
- Were previously submitted by another Referral Partner.
- Are existing customers or active opportunities already assigned to a Realstone representative.
- Do not qualify under the Referral Partner Program, as determined solely by Realstone.

7. Independent Contractor

The Referral Partner is an independent contractor and is not an employee, partner, joint venturer, franchisee, or legal representative of Realstone Systems, LLC.

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship.

The Referral Partner is solely responsible for all federal, state, and local taxes and any other obligations associated with referral fee payments.

8. W-9 Requirement

A current and completed IRS Form W-9 must be on file with Realstone before any referral fee payments will be issued.

Realstone may withhold referral fee payments until a valid W-9 has been received.

9. Confidentiality

The Referral Partner agrees to maintain the confidentiality of any non-public information obtained through participation in this program, including customer information, pricing, quotations, business practices, and proprietary information belonging to Realstone.

Such information may not be disclosed or used for any purpose other than making qualified referrals without the prior written consent of Realstone.

10. Non-Circumvention

Once a referral has been accepted by Realstone, all communications regarding pricing, quotations, negotiations, contracts, order processing, and project management shall be conducted by Realstone.

The Referral Partner agrees not to interfere with, circumvent, or independently negotiate sales transactions between Realstone and the referred customer.

11. No Authority to Bind Realstone

The Referral Partner is authorized solely to introduce prospective customers to Realstone Systems, LLC.

The Referral Partner has no authority to act on behalf of Realstone or to make any representations, warranties, guarantees, commitments, quotations, promises, or contractual obligations on behalf of Realstone.

The Referral Partner shall not negotiate pricing, payment terms, delivery schedules, product specifications, warranties, installation requirements, or any other commercial or contractual terms with prospective customers unless expressly authorized in writing by Realstone.

Only authorized representatives of Realstone Systems, LLC may prepare quotations, establish pricing, enter into agreements, accept orders, or otherwise bind Realstone to any obligation.

12. Term and Termination

This Agreement shall remain in effect until terminated by either party.

Either party may terminate this Agreement by providing fifteen (15) days' written notice to the other party.

Termination shall not affect referral fees earned on qualifying customer payments received prior to the effective date of termination, provided all requirements of this Agreement have been satisfied.

13. Entire Agreement and Governing Law

This Agreement constitutes the entire understanding between the parties regarding the Realstone Systems Referral Partner Program and supersedes all prior verbal or written discussions relating to its subject matter.

