



# YOUR SAFETY DEPARTMENT, LLC REFERRAL PROGRAM AND AGREEMENT

## OVERVIEW

Your Safety Department, LLC (YSD) is pleased to offer this Referral Program and Agreement to the (REFERRER) for services and products purchased by customers who have engaged YSD through customer contacts provided directly by the REFERRER.

The purpose of the Referral Program is to compensate the REFERRER for his/her efforts in introducing customers to services and products provided by YSD. The Referral Program is intended to provide firm incentives for work and purchases submitted to YSD by the REFERRER which YSD would not have otherwise earned.

Our current, prevailing book rates may be found on our website and provide the details of our services and product offering. These rates are the basis from which Referral Bonuses are paid from.

YSD has five (5) Service and Product lines. Each service and product line has a different cost structure so the Referral Program structures the Referral Bonus around each Service and Product Line differently.

## Service and Product Lines

1. Safety Training Services
2. Outsourced Safety Services
3. Respirator Fit Testing Services
4. Safety Equipment and Supplies
5. Staffing Services
  - a. for Customers and,
  - b. for Candidates

Further details about each of these services are provided in the [current, prevailing book rates](#).

Your Safety Department, LLC is an authorized provider for the following brands:





## ABOUT US

### Your Safety Department, LLC

Your Safety Department is a Texas based, privately-held, safety solution services company for the oil, gas, chemical, power, mining, construction, industrial, and general industries with a global network of industrial safety suppliers and equipment selling into the continental United States. Your Safety Department also provides both onsite and online services including safety staffing, outsourced safety, fit testing, safety training, and written programs all designed for seamless implementation into existing safety management systems.

### OUR VISION

Our Vision is to create lasting partnerships with corporate customers in order to help **improve business performance and productivity** by reducing or eliminating health, safety and environmental incidents in the workplace and at home.

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### OUR MISSION

**Your Safety Department, LLC** is dedicated to reducing injuries **in your workplace**, hazardous releases **in your work environment**, destruction of **your plant and equipment** and damage to **your company's reputation**. We are staffed by highly trained and experienced professionals who have the knowledge and experience to ensure your company exceeds mere regulatory compliance. We achieve this by providing a framework of services designed to address critical activities in safety including risk assessments, safety standards and procedures, employee safety training, incident investigations and recordkeeping.

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### OUR VALUES

- Integrity** We will protect the public trust by ensuring that our actions are consistent with our vision, mission, and core values. We will promote honesty and ethical behavior and deliver the highest level of customer service available. We will adhere to strict moral values and principals.
- Teamwork** We believe in the spirit of cooperative effort, realizing our success depends on our ability to perform as one highly effective team.
- Collaborative** We value results accomplished through a cooperative effort with our customers while working in joint intellectual efforts. We accept personal and professional responsibility to achieve the goals established for our organization.
- Creativity** We will recognize that "the way we have always done it" may or may not be the best and most efficient way to deliver service. We will apply creative and cost effective solutions in delivering services to our customers with a goal of continuously improving the quality of life.
- Education** We will continuously develop knowledge or skills through a learning process.
- Perseverance** We will hold a steady persistence in adhering to a course of action, a belief, or a purpose.



## REFERRAL PROGRAM

All Referral Bonuses are earned as a percentage of the dollar spend for each service provided (excluding travel, taxes, shipping, material costs, and any other ancillary costs which are itemized and recovered separately).

The following table details the Referral Bonuses to be paid to the **REFERRER** for work and purchases submitted to **YSD** by the **REFERRER**:

Referral Bonus	Percentage
Safety Training Services, per class	20%
Outsourced Safety Services, per project	20%
Respirator Fit Testing Service (excluding MEQ's), per job	20%
Safety Equipment and Supplies, per purchase	10%
*Staffing Services – Customer, per referral	\$1000 Referral
*Staffing Services – Candidate, per referral	\$500 Referral

\*Payment for staffing services is made after Customer and/or Candidate complete a full 90-day employment cycle.

Prices charged to customers are established by the current prevailing Safety Service Rates in effect or as negotiated with customer and may not be altered by the **REFERRER** without prior written approval from **YSD**.

Retail Product Pricing - pricing is established solely by **YSD** and is subject to change at any time. **YSD** will make appropriate efforts to notify **REFERRER** at least thirty (30) days prior to effective changes.

For services which are to be provided at offsite locations (such as hotels, training centers, etc.) a minimum class size and/or a minimum billing cost may be established if increased costs are incurred by **YSD**.

Invoices will be issued directly to customers by **YSD** upon completion of work, services, or purchases.

Referral Bonuses will be paid on next accounts payment cycle following receipt of full payment from customer for services rendered. As noted above, staffing referrals are paid upon completion of full 90-day employment cycle.

A monthly report of activities, open accounts, and paid amounts will be communicated to the **REFERRER**.



## REFERRAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_day of \_\_\_\_\_, 201\_\_\_\_, by and between Your Safety Department, LLC (hereinafter referred to as **YSD**) a State of Texas Limited Liability Company having its principal place of business at 155 Triple Bend Dr. La Vernia, Texas 78121, and \_\_\_\_\_ (hereinafter referred to as **Referrer**), a \_\_\_[State]\_\_\_ [corporation/individual] having its principle place of business or residing at \_\_\_\_\_[Address]\_\_\_\_\_.

WHEREAS, **YSD** is in the business of providing Safety Management, Safety Training, Respirator Fit Testing, Safety Supplies and Equipment, Consulting Services, and Temporary, Contract and Direct Hire Staffing;

WHEREAS, **Referrer** desires to become a limited agent of **YSD** to refer and forward potential customers of **YSD**'s Services; and

WHEREAS, **YSD** desires to authorize and appoint **Referrer** to refer and forward to **YSD** potential customers of **YSD**'s Services subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, **YSD** and **Referrer** agree as follows:

### 1. AGENCY

- 1.1. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this Referral Agreement and at no time may the **Referrer** position itself as affiliated to **YSD**, except as an independent **Referrer** or independent sales agent. In view of this independent relationship the **Referrer** shall not enter into any agreements on behalf of **YSD**, shall make no warranty either expressed or implied on behalf of **YSD** and shall not incur any expenses on behalf of **YSD**.

**YSD** appoints **Referrer** as an authorized **Referrer** for purposes of forwarding and referring to **YSD** potential customers of its Services. Such Referral authorization is limited to the geographic areas where **YSD** has the ability to provide the Services.

- 1.2. **Referrer** has no authority, without the prior written consent of **YSD**, to bind **YSD** to any contract, representation, understanding, act or deed concerning **YSD**, the Services, or any other service or product offered by **YSD** that is outside the scope of this Agreement. **Referrer** shall make no representations or warranties concerning the Services or **Referrer's** agency relationship with **YSD**, unless such warranty or representation is authorized in writing by **YSD**. In addition, **Referrer** shall not make any representations or warranties concerning prices, terms or delivery, performance of the Services, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by **YSD**.
- 1.3. This referral agreement does not grant exclusive rights to the **Referrer** to act as **Referrer** on behalf of **YSD** and the **Referrer** shall have no rights under any other agreements entered into by **YSD** with other **Referrers**. **YSD** may appoint other **Referrers** and sales representatives for the Services within any territory that **Referrer** does business.
- 1.4. This appointment shall not establish or, be interpreted as establishing an Agency-ship, joint venture, franchise, or other agency relationship beyond those functions and responsibilities as set forth in this



Agreement.

## 2. CUSTOMER

- 2.1. “Customer” is defined as a specific individual named in the order information provided by the **REFERRER**, while the “Customer’s Organization” is defined as the entity and its associated employees/members, exclusive of the Customer.
- 2.2. Unless otherwise deemed necessary or by request from **REFERRER**, **YSD** will use Customer information strictly for fulfillment of **REFERRER**’s orders or for the purposes of providing expert information, Customer support, and Product maintenance. In any event in which Customer communication is deemed necessary or is otherwise requested, **YSD** will make reasonable attempts to gain **REFERRER**’s consent and keep **REFERRER** informed of communication status.
- 2.3. In cases where **YSD** *has had* prior contact with either the Customer or the Customer’s Organization, **YSD** may continue communication for all relevant business purposes.
- 2.4. In cases where **YSD** *has not had* prior contact with either the Customer or the Customer’s Organization, **YSD** will not contact the Customer but may not exclude the Customer’s Organization from potential business and other communication related to Products and Services which do not compete directly with the Services that **REFERRER** is selling under this Referral Program.

## 3. DUTIES OF REFERRER

- 3.1. Throughout the term of this Agreement, **Referrer** shall use reasonable efforts to endorse and promote **YSD** and its services, as well as to refer and forward potential customers (including, but not limited to, business acquaintances, customers, clients, and associates) of the Services to **YSD**. **Referrer** shall adhere to and comply with any prevailing practices and procedures that relate to the referral of customers for the use of the Services.
- 3.2. **Referrer** agrees to formally introduce **YSD** to the Referral. Such introduction may be by telephone conference call and/or by an in-person meeting, based upon **YSD** ’s and the **Referrer**’s mutual agreement.
- 3.3. Subject to and in addition to the conditions of Section Four herein, **Referrer** shall be entitled to compensation hereunder only for those customers with whom **Referrer** has had direct personal contact and to whom **Referrer** has directly endorsed and recommended the Services.
- 3.4. **Referrer** agrees that, for each potential customer referred to **YSD** under this Agreement, the **Referrer** has the authority to make the referral on behalf of the potential customer, has disclosed the potential receipt of fees under this Agreement to the potential customer, and has no conflict of interest with the potential customer or with **YSD** in receipt of such payment. **Referrer** represents that neither it nor, to its knowledge, any director, officer, shareholder, partner or member of it, is an affiliate of **YSD**.
- 3.5. The terms and conditions of the referral agreement will be set aside if the **Referrer** is a party to an Employee Agreement or Employment Guidelines that preclude providing leads or referrals for a Lead Provider’s Fee or Referral Commission.



#### 4. ELIGIBILITY TO RECEIVE REFERRAL FEES

- 4.1. So long as this Agreement is in effect, **Referrer** may receive from **YSD** a referral fee for a customer referred by **Referrer** to **YSD** that purchases **YSD** Services for the referred project or projects within 12 months of being referred by **Referrer**. In order for **Referrer** to receive the referral fee, **Referrer** must have completed the approved **YSD** referral form.
- 4.2. The referred customer must not already be a **YSD** customer or an Active Lead/Prospect (defined below) and must not have already (previously) been referred by another Referrer partner.
- 4.3. A **YSD** "Active Lead/Prospect" shall mean any organization which is already in **YSD**'s prospect spreadsheet/database and has been contacted in the last 3 months by a **YSD** sales representative (or authorized partner) and has indicated a desire to learn more about **YSD** in preparation for a purchase decision.
- 4.4. **Referrer** must also have complied with the requirements of section three of this document to qualify to receive the Referral Fees, most specifically promotion of **YSD** to the Referral, as well as a formal introduction to the referral.
- 4.5. **YSD** will inform the **Referrer** within 10 days of the date of Referral submission, if the Referral is ineligible for a referral fee.

#### 5. REMUNERATION

- 5.1. The referral fee shall be calculated per the "Referral Program" sold by **YSD** as a direct result of a referral. Net receipts is defined as gross billings minus any account receivable write-offs, taxes, insurance specific to the performance of that project, refunds to the customer, payments not honored by a financial institution, as well as reimbursement payments for expenses incurred by **YSD** on behalf of the referred customer. Subsequent sales of goods or services sold to the referred customer 12 months or more after the date of referral shall not be subject to a referral fee except where such subsequent purchase is the direct result of a new referral.
- 5.2. **YSD** shall be obligated to pay the commission to **Referrer** for a specific Referred Customer if, and only if, the following conditions are satisfied:
  - 5.2.1. The Services have been paid for. As defined below, referral fees will be paid as customer payments are received.
  - 5.2.2. The Service or Services ordered by Referred Customer have been completed, and accepted by the Referred Customer.
  - 5.2.3. The referral meets the qualifications of Section Four.
- 5.3. Commission payments will be made in accordance with State of Texas Federal payroll tax guidelines for an independent contractor. Sales Referral partners will receive a 1099 tax form at the end of each year. **Referrer** shall bear sole responsibility for payment of taxes owed by **Referrer** on the Commissions.



- 5.4. Referral fee will be paid on next accounts payment cycle following receipt of full payment from customer for services rendered.
- 5.5. In the event that the Referred Customer was referred to **YSD** from more than one authorized **YSD Referrer**, the **YSD** will pay the Commission to the **Referrer** who met the Referral Eligibility Requirements of Section Four.
- 5.6. **Referrer** will be granted access to sales reports (limited to the scope of the referral) for audit of any Statement of Work covered under the terms of this agreement at a time mutually agreeable to the parties.

## 6. CONFIDENTIALITY AND CUSTOMER OWNERSHIP

- 6.1. All documents, data files, information and other materials made available to **Referrer** in connection with this Agreement, including without limitation all information regarding services, **YSD** customers (including those customers and potential customers referred to **YSD** by **Referrer**), marketing data, business plans, and technical information (collectively “Confidential Information”) shall be deemed to have been furnished to **Referrer** in confidence and shall remain the exclusive property of **YSD** both during the term of this Agreement and after this Agreement is terminated or expired. **Referrer** shall treat as trade secrets and keep in strict confidence all Confidential Information it acquires from **YSD** at any time or develops for or on behalf of **YSD**, and **Referrer** will not at any time during the terms of this agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from **YSD**.
- 6.2. **YSD** shall retain full ownership of all Referred Customers that **Referrer** refers to **YSD** under this Agreement, including all information relating to such Referred Customers.

## 7. INTELLECTUAL PROPERTY

- 7.1. **Referrer** agrees that **YSD** retains ownership rights in and to certain intellectual property, including without limitation any **YSD** trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively “Intellectual Property”). **Referrer** agrees to sign any document as reasonably required to effect recording or protection of any such property.
- 7.2. If approved in writing by **YSD**, **Referrer** may use advertising that is associated with any Intellectual Property. **Referrer** may use such advertising materials only upon the terms and conditions stated by **YSD** from time to time. **Referrer** may not modify or delete any Intellectual Property it uses without the written consent of **YSD**.

## 8. TERM AND TERMINATION

- 8.1. The term of this Agreement shall begin on the commencement date and continue until the end of the year stated on page 1. Agreements can be extended by mutual agreement of the parties.
- 8.2. At any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days.
- 8.3. **YSD** shall be responsible for paying any and all Commissions owed to **Referrer** under this Agreement only for those Referred Customers that are referred to **YSD** before the effective termination date of this Agreement.



Remuneration claims are waived unless made in writing to **YSD** within sixty (60) days of which such remuneration would have been payable.

8.4. The provisions of Sections 6.1, 6.2, 7.1, 9.1, 9.2, 9.3 and 9.5 shall survive termination of this Agreement.

## 9. AGREEMENT EXECUTION AND GOVERNING LAW

9.1. The **REFERRER**, intending to be legally bound by these terms, has executed this Agreement effective by the signature of the authorized agent and date below. This Agreement is entered into by **REFERRER** with **YSD** in Wilson County, Texas and any dispute submitted to arbitration, and any injunction sought, shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

## 10. MISCELLANEOUS

10.1. Unless **YSD** notifies **Referrer** otherwise, **YSD** disclaims all warranties with regard to services rendered under this Agreement, including all implied warranties of merchantability and fitness for a particular purpose. **Referrer** shall extend no warranties or guarantees without the pre-approval of **YSD**, orally or in writing, in the name of **YSD** or which would bind **YSD** with respect to the performance, design, quality, merchantability, or fitness for a particular purpose of the Service. Neither **YSD** nor its affiliates, subsidiaries, suppliers, or parent corporations shall be liable to **Referrer** or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. **YSD's** liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to money damages and shall not exceed the amount of commissions due **Referrer**.

10.2. Either party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute. No failure of either party to pursue any remedy resulting from a breach in this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach or relinquishment of any rights hereunder unless such waiver is signed and in writing.

10.3. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

10.4. This Agreement shall not be assigned by **Referrer**, in whole or in part, without the express written consent of **YSD**.

10.5. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs and expenses incurred in resolving such dispute.







## REFERRED CUSTOMER INFORMATION

REFERRER NAME	
Referral Company Name	
Referral Company Address	
Referral Company Phone Number	
Referral Contact Name	
Referral Contact Title	
Referral Contact Phone Number	
Referral Contact EMAIL Address	
Referral Project Name	
Department Running the Project	
Project Time (Expected Start Date)	
Project Description	
Project Budget	
Known Competition	

Referrer warrants that he/she is not an employee of the potential customer being referred. The terms and conditions of the referral agreement will be set aside if the Referrer is a party to an Employee Agreement or Employment Guidelines that preclude providing leads or referrals for a Lead Provider's Fee or Referral Commission.