***REFERRAL FEE AGREEMENT***

This Referral Fee Agreement (hereinafter the "Agreement") is made this Sunday, July 13, 2014 (the "Effective Date"), by and between Software Development Services, LLC of 970 Lake Carillon Drive Suite 300, St. Petersburg, Florida 33716 (hereinafter referred to as "Seller") and {Contractor Name **or** Company Name} of {Contractor Physical Mailing Address} (hereinafter referred to as "Referrer").

WHEREAS, Seller desires to sell certain services;

WHEREAS, Referrer has contacts within the IT Consulting industry and desires to act as an intermediary finder of buyers for Seller's services;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

**I. LEGAL COMPLIANCE.**

Referrer certifies that no certification or licensure is required by the IT Consulting industry.

**II. TERM AND TERMINATION.**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon at least 30 days prior written notice.

**III. EXCLUSIVITY.**

For the term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective buyers to the Seller who are not already known to the Seller.

**IV. FEES AND PAYMENT.**

The following must take place in order for the Referrer to be paid. If these conditions are not met, Referrer will receive no payment.

1) On an accrual basis.

The Referrer's fee shall be calculated as 5% of the net profit of the services sold by Seller as a direct result of an introduction at a current SDS customer for a previously unknown opportunity.

The Referrer's fee shall be calculated as 10% of the net profit of the services sold by Seller as a direct result of an introduction to a new SDS customer for a previously unknown opportunity, and 5% of net profits for all additional opportunities at the new client for a period of 5 years.

Referrer's fees shall not be combined with any other fee, and total Referrer's fees shall not exceed 10% of net profits.  Referrer's fees shall be due net thirty (30) days from the date that a profit is accrued. Referrer will be responsible for reporting all fees paid to the IRS and other tax authorities as required, and SDS shall report all fees paid as required by law.

Acceptable forms of payment include the following: check.

Checks shall be made payable to {Contractor Name **or** Company Name}.

**V. FINAL AGREEMENT.**

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

**VI. LEGAL CONSTRUCTION.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**VII. GOVERNING LAW.**

This Agreement shall be governed by the laws of Florida, without giving effect to principles of conflicts of law.

**VIII. SIGNATORIES.**

This Agreement shall be executed on behalf of Software Development Services, LLC by {SDS {Authorized Manager Name **and** Title}, and {Contractor Name **or** Company Name}. The Agreement shall be effective as of the Effective Date first written above.

Software Development Services, LLC  {Contractor Name **or** Company Name}

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{Authorized Manager Name} {Contractor Name}

{Authorized Manager Title} {Title}

Date: Sunday, July 13, 2014 Date: Sunday, July 13, 2014