

## ApproachIT Partnership Consultation & Technical Support Fee Agreement

This Agreement is made and entered into on \_\_\_\_\_, 20\_\_ by and between **Approach Information Technology Inc.** (the "Consultant") and \_\_\_\_\_ (the "Supplier"), for the purpose of sales lead opportunity presented to Supplier by Consultant and identified as: Opportunity Identification No.: \_\_\_\_\_; Opportunity Title: \_\_\_\_\_; Opportunity End-User/Customer: \_\_\_\_\_

*The Consultation & Technical Support Fee (C&T Fee) is for Sales Leads Presented Directly to Supplier by Consultant via direct conversation, correspondence, email, and/or other means of communications for the sale of products and/or services in the present and/or future portfolio of Supplier directly to end-customer.*

1. **Fees:** The Supplier agrees to pay Consultant Consultation & Technical Support (C&T) fee in the amount of (\_\_\_\_) % of the total Contract value awarded to Supplier as a result of each sales lead revealed and/or introduced to Supplier by Consultant. In the case that a sales lead provided by the Consultant is for a client that the Supplier is already doing business with for the same products and/or services in Contract, the Supplier must provide evidence in the form of an invoice to the Consultant within two (2) working days.
2. **Additional Sales/Services:** If Supplier provides client additional sales or services in addition to the original awarded Contract value and/or future opportunities/contracts, a C&T Fee of 2 (Two) % lesser than the fee applicable in item '1' above, shall be applicable. A **sales lead** will contain contact information, Request for Quotation (RFP), Request for Proposal (RFP), specifications, and/or any other sales lead information of potential clients who have expressed to the Consultant an interest in purchasing products and services that the Supplier provides, in hardcopy or electronic format. The agreed upon fee shall be consider the propriety of the Consultant and Supplier and both acknowledge and agree to not disclose the articles of this agreements including the fee amount to any third party under any conditions and/or circumstances without writhen and signed permission by both parties.
3. **Payments:** C&T Fee applies to the total value of all purchases by the client for subsequent and first purchase. Within fifteen (15) days of receiving a payment from the client, the Supplier will forward the C&T Fee to the Consultant.
4. **General Provisions:**
  - a) Supplier shall provide Consultant with up-to-date descriptions and technical details regarding each of the Supplier's Products necessary to help End Users make a purchase decision. As new releases, models or revisions of the Products are introduced by the Supplier, the Supplier shall provide complete updated details. Direct addition to the Consultant's address listed above or delivery in other computer readable form such as Email attachment is preferred.
  - b) Supplier shall promptly notify the Consultant of any of the Supplier's Products that have been discontinued and are no longer available for sale.
  - c) Lead status reports will be sent by the Supplier to the Consultant each month for ongoing contract or services to with the client.
  - d) Each party acknowledges and agrees that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement.
  - e) This agreement may be amended from time to time by mutual consent. Any amendments to this agreement must be in writing and signed by both parties.
  - f) This Agreement will continue in effect unless terminated by either party upon sixty (60) days written notice. If terminated by the Supplier, then C&T Fee shall continue to apply as outlined above for all sales leads passed to the Supplier by the Consultant prior to the effective termination date (60 days after written notice).
  - g) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, USA.
  - h) The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.
  - i) The Supplier shall notify the Consultant of any direct and/or indirect correspondence from/to the client/customer for all issues that emerged as a result of the sales-lead introduced to the Supplier by the Consultant
  - j) The Supplier shall be aware and acknowledges that frequently the Consultant will introduce sales-leads to the Supplier that have specific identification by the client. And that while the identification can and will be changed by the client at convenience, all the Supplier's obligations as stated in this agreement will remain in effect regardless of the sales-lead/opportunity identification and/or date of issuance. This is to protect the Consultant rights with respect to those situations where the Client/Customer requests quotation for a product/service in a given year, while the actual contract can be issued for the same product/service under different identification and date.

<b>Agreed by Consultant: Approach Information Technology (ApproachIT)</b>		<b>Agreed by Supplier:</b>	
<b>Address:</b>	2027 Blue Heron Dr., Melbourne, FL 32940	<b>Address:</b>	
<b>Phone / Fax:</b>	321-223-1040 / Fax: 321-242-6760	<b>Phone / Fax:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Authorized Representative</b>		<b>Authorized Representative</b>	