**PREFERRED PARTNER**

**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is entered into as of (“Effective Date”),

Between

**ZimWorX, LLC,**

(Hereinafter, the “Company”),

And

**\_\_\_\_\_\_\_\_\_\_\_\_**

(Hereinafter, the “Partner”).

 **WHEREAS,** the Company and the Partner (hereinafter referred to as the party and/or the parties) are entering into an arrangement for the Partner to perform services for the Company, the parties hereby agree as follows;

1. **Purpose**

The purpose of this memorandum is to formalize the collaboration between **ZimWorX, LLC** and **\_\_\_\_\_\_\_\_\_\_\_** NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and adequacy of which are acknowledged by the parties hereto, the parties hereby agree as follows:

1. Obligations of Partner. Partner will use its commercially reasonable efforts to locate and introduce potential Clients to the Company, provided that the Company acknowledges that this is a non-exclusive arrangement, and that Partner is not obligated to introduce every opportunity to the Company. Once a Client has been introduced to the Company, Partner, upon the Company’s reasonable request, agrees to provide support (including arranging meetings, teleconferences, etc.) for the negotiation, consummation, and performance of an agreement between the Company and Client.
2. Obligation of the Company to pay Commissions. The Company will be obligated to pay Commissions (as hereinafter defined) to Partner has introduced a potential Client to the Company that is not currently conducting business with the Company; Partner has introduced a potential Client to the Company that is not currently conducting business with the Company; The introduction by Partner results in an agreement, whether written or oral, within one year of such introduction, whereby the Company receives consideration from the Client in exchange for providing services.
3. Commission. The Company shall work directly with Clients referred by Partner, and may negotiate and enter into an agreement, whether written or oral, with such Client to provide services agreed upon by the Company and such Client (a “Customer Agreement”). In the event Partner’ referred prospect becomes a Client of the Company, the Company shall pay Partner a commission under the following structure for all revenue actually received by the Company from such Client on a monthly basis equal to:

Year 1: 8% percent (8%)

Year 2: 4% percent (4%)

Year 3: 2% percent (2%)

Partner acknowledges that the pricing of the Customer Agreement is based on the Company’s policies and that the terms of the Customer Agreement shall be negotiated solely between the Company and the Client; provided, however, the Company agrees to provide a copy of the Customer Agreement (if in writing) to Partner and if such Customer Agreement is not in writing, the Company shall provide Partner with a summary of the terms of the Customer Agreement. The Company shall pay the Commissions and any wire transfer fees (if applicable) to Partner within thirty (30) days of receipt of payment invoice date by the Company from such Client, pending receipt of payment if delayed past 30 days.

1. **Period of Collaboration**

Cooperation under this Memorandum of Understanding shall be effective from the effective date of execution of this memorandum by the parties. The memorandum shall remain in effect until modification or termination by the parties via mutual consent or as prescribed in this agreement.

1. **Confidentiality and Conflicts of Interest**

**NOW, THEREFORE,** in consideration of the promises recited herein, each party hereto agrees to disclose and to receive information as applicable in a manner consistent with the following provisions:

1. "**Confidential Information**" shall mean any and all information, know-how and data, technical or non-technical, or description concerning any matters affecting or relating to Partner's services for Company, the business or operations of Company, and/or the products, drawings, plans, processes, or other data of Company disclosed or provided by Company to the Partner, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form.
2. The Partner agrees to:
3. Hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
4. Not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so by the Company.
5. The Partner will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.
6. The Partner will, upon the request or upon termination of his/her relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.
7. The Company shall have the sole right to determine the treatment of any information that is part or project specific received from the Partner, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as Company may deem appropriate.
8. The Partner agrees not to file any patent applications claiming any information, developments, discoveries, technologies, inventions and the like arising from the use of Confidential Information or that could not have been made, developed or discovered but for access to Confidential Information.
9. Should any court of competent jurisdiction later consider any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement.
10. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the parties.
11. Violation of this Agreement will result in the termination of the MOU.
12. **Covenant Not to Compete**. The Partner agrees that at no time during the term of their contact with the Company will they engage in any business activity which is competitive with the Company nor work for any company which competes with the Company.
13. The Partner for a period of one (1) year immediately following the termination of their contract, will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company.

**4. Amendment**

Any changes made to the activities as set out in this Memorandum will be evaluated by both parties and where such changes are required these will be renegotiated. The amendments shall be subsequent to adequate prior express notice being provided to the parties of the memorandum. The parties shall then convene a meeting to canvas and pass a resolution with regard to the proposed amendments upon which a decision shall be made by consensus on the amendments proposed to the memorandum.

The foregoing has been agreed to and accepted by each party whose signatures appear below.

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **ZimWorX, LLC**

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Authorized Representative Signature Authorized Representative Signature

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Date Date