

BAR-I REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (this "Agreement") is made as of _____, **20** (the "Effective Date") by and between Bar-i LLC, a Colorado limited liability company with its principal place of business at 1400 Lions Ridge Loop, Unit 2, Vail, CO 81657 ("Company" or "Bar-i"), and **[PARTNER LEGAL ENTITY NAME]**, with its principal place of business at **[ADDRESS]** ("Partner"). Company and Partner are each a "Party" and together the "Parties."

Recitals

A. Company provides Bar-i, a subscription-based beverage inventory management software service for bars, restaurants, and other hospitality operators (the "Service").

B. Partner is a value-added reseller of point-of-sale ("POS") systems and related technology, and has established relationships with bars, restaurants, and other hospitality operators that use POS systems Partner sells, implements, or supports ("Partner's Customer Base").

C. The Service is complementary to, and does not compete with, the POS systems Partner sells and supports. Company and Partner wish for Partner to introduce and promote the Service to Partner's Customer Base in exchange for a referral commission, on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Appointment; Non-Exclusive Referral Relationship

- 1.1** Company appoints Partner, on a non-exclusive basis, as a referral partner to introduce and promote the Service to prospective customers within Partner's Customer Base (the "Territory," as further described in Exhibit A).
- 1.2** This appointment is non-exclusive. Company may appoint other referral partners at any time — including partners representing the same POS brand(s) or overlapping geography — and may market and sell the Service directly to any customer or prospect at any time, without obligation to Partner.
- 1.3** No Resale; No Inventory Obligation. Unlike a traditional value-added reseller relationship, Partner does not purchase, take title to, license, warehouse, or resell the Service. Company sells, licenses, bills, and collects directly from the end customer. Partner has no purchase quota, minimum order, or inventory obligation of any kind.

2. Partner's Role

- 2.1** Referral & Sales Assistance. Partner will introduce the Service to prospects in Partner's Customer Base and may, at Partner's discretion and Company's request, assist Company's sales team in closing referred opportunities (e.g., warm introductions, joint calls, demonstrations). Company leads and controls the sales process, contracting, pricing, and onboarding for all prospective customers.
- 2.2** No Authority to Bind. Partner has no authority to execute agreements, quote or commit to pricing, or otherwise bind Company, except as Company authorizes in writing in advance.
- 2.3** No Support Obligation. Partner has no obligation to install, configure, train on, or provide technical support for the Service. Company is solely responsible for onboarding, training, and ongoing support of all Referred Accounts (defined below).
- 2.4** Marketing Materials. Partner may use Company-provided, Company-approved marketing materials to promote the Service, subject to Section 9 (Trademarks; Publicity).

3. Company's Obligations

- 3.1** Sales, Onboarding & Support. Company will lead the sales process and be solely responsible for contracting, onboarding, training, and ongoing support of all Referred Accounts.
- 3.2** Training & Collateral. Company will provide Partner, at no cost, reasonable sales training and marketing materials to support Partner's referral efforts.
- 3.3** Reporting. With each commission payment under Section 5, Company will provide Partner a written statement identifying each Referred Account, the associated Net Collected Revenue, and the commission due.
- 3.4** Status Updates. Company will use reasonable efforts to keep Partner informed of the status of opportunities Partner has submitted under Section 4.5.

4. Partner's Obligations

- 4.1** Good Faith Efforts. Partner will use commercially reasonable efforts to promote the Service to Partner's Customer Base.
- 4.2** Accurate Representations. Partner will describe the Service accurately and consistently with Company-provided materials, and will not make any warranty, guarantee, or commitment regarding the Service beyond what Company authorizes in writing.
- 4.3** Compliance with Law. Partner will comply with all applicable law in its promotional activities, including applicable telemarketing, email-marketing, and data privacy laws.
- 4.4** No Conflicting Restrictions. Partner represents that neither entering into this Agreement nor referring the Service to Partner's Customer Base conflicts with, or is restricted by, any agreement between Partner and any POS vendor, including any exclusivity, non-compete, or anti-referral provision.
- 4.5** Referral Submission. To qualify as a "Referred Account" under Section 5, Partner must submit the referral through Company's designated referral process (Exhibit C) before Company's first commercial contact with the prospect, or, if Company has already been in contact with the prospect, within the window specified in Exhibit C.

5. Commissions

5.1 Definitions

- (a) **“Referred Account”** means a new Bar-i customer whose initial paid subscription to the Service is attributable to Partner under the attribution procedure set out in Exhibit C.
- (b) **“Referral Date”** means the date Partner submits a referral for a prospect, in accordance with Exhibit C, that later becomes a Referred Account.
- (c) **“SaaS Revenue”** means recurring subscription or software license fees paid by a Referred Account for access to and use of the Service.
- (d) **“Services Revenue”** means fees paid by a Referred Account for services performed by Company personnel, including bar management, data entry, inventory counts, analysis, and consulting.
- (e) **“Net Collected Revenue”** means SaaS Revenue and Services Revenue actually paid by a Referred Account and received by Company, and not later refunded, charged back, or credited, in each case exclusive of (i) taxes, (ii) one-time setup, onboarding, or hardware/equipment fees, (iii) the first month of subscription fees for a Referred Account, and (iv) any amounts collected on behalf of third parties. No commission is payable on amounts excluded from Net Collected Revenue.

5.2 Commission Rate

Company will pay Partner a commission on Net Collected Revenue from each Referred Account at the rate(s) set forth in Exhibit B. The applicable rate depends on whether the revenue is SaaS Revenue or Services Revenue, and does not change based on the age of the Referred Account or how long this Agreement has been in effect.

5.3 Commission Period

Company will pay commission only on Net Collected Revenue received within thirty-six (36) months following the Referral Date for the applicable Referred Account (the "Commission Period"). No commission accrues on Net Collected Revenue received after the Commission Period ends for that Referred Account, and, regardless of whether the Commission Period has ended, no commission accrues on any Net Collected Revenue received on or after this Agreement terminates (see Section 7).

5.4 Payment Schedule

Commissions are calculated and paid semi-annually, on actual Net Collected Revenue only (never on invoiced, projected, or unpaid amounts): (i) by **August 1** for Net Collected Revenue received **January 1 through June 30** of that year; and (ii) by **February 1** for Net Collected Revenue received **July 1 through December 31** of the prior year.

5.5 Refunds and Chargebacks

Because commissions are paid only on Net Collected Revenue, a later refund, credit, or chargeback is simply deducted from Net Collected Revenue in the period it occurs and reduces the next commission payment for that account. Company will not demand repayment of commissions already paid, except in the case of fraud, or Partner's material misrepresentation used to generate the referral.

5.6 Attribution Disputes

If more than one referral partner or channel claims credit for the same prospect, Company will determine attribution based on the timing and documentation requirements in Exhibit C. Company's good-faith determination is final and binding.

5.7 Multi-Location Accounts

For a Referred Account with multiple locations billed by Company under a common account, commission applies to Net Collected Revenue across all such locations, regardless of which specific location Partner introduced.

5.8 Taxes

Partner is solely responsible for any taxes owed on commissions it receives.

5.9 Records; Audit

Company will maintain reasonable records supporting its commission calculations and, no more than once per calendar year on reasonable prior notice, will permit Partner (or Partner's accountant, subject to confidentiality) to review those records during normal business hours.

6. Term and Termination

- 6.1** Term. This Agreement begins on the Effective Date and continues in effect until terminated as provided in this Section 6. No renewal, resigning, or other action is required to keep this Agreement in effect from year to year.
- 6.2** Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' prior written notice.
- 6.3** Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice describing the breach, or immediately if the other Party engages in fraud, willful misconduct, or misrepresentation to a customer or prospect.

7. Effect of Termination

- 7.1** Commission Accrual Stops on Termination. Upon termination of this Agreement for any reason, Company's obligation to pay commission under Section 5 ceases immediately as of the termination date. Company will still pay Partner any commission attributable to Net Collected Revenue received before the termination date, per the payment schedule in Section 5.4, but no commission accrues on Net Collected Revenue received on or after the termination date — regardless of whether a Referred Account's 36-month Commission Period has expired or whether the Referred Account remains an active Company customer.
- 7.2** Survival. Sections 5 (as to commission amounts accrued for Net Collected Revenue received before termination), 7, 8, 9.2, 10, 12, 13, 14, and 16 survive termination of this Agreement.

8. Confidentiality

- 8.1** Each Party will keep confidential, and not use except to perform this Agreement, any non-public business, financial, technical, or customer information disclosed by the other Party and reasonably understood to be confidential ("Confidential Information"). Confidential Information excludes information that is or becomes public through no fault of the receiving Party, was already known to the receiving Party without confidentiality obligation, or is independently developed without use of the disclosing Party's Confidential Information.
- 8.2** Without limiting the foregoing, Company will not use Partner's customer or prospect list other than to pursue Referred Accounts Partner has introduced, and will not disclose Partner's identity or customer relationships to other referral partners.
- 8.3** Each Party's obligations under this Section 8 survive termination of this Agreement, and each Party will be entitled to injunctive relief for breach or threatened breach of this Section without the need to prove actual damages, in addition to any other available remedy.

9. Independent Contractor

- 9.1** Partner is an independent contractor. This Agreement does not create a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Neither Party has authority to bind the other except as expressly stated herein.
- 9.2** Non-Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, neither Party will directly solicit for employment any employee of the other Party without that Party's prior written consent.

10. Trademarks; Publicity

- 10.1** Company grants Partner a limited, non-exclusive, non-transferable license during the term of this Agreement to use Company's name and logo solely to identify and promote the Service in accordance with Company's brand guidelines and Section 4.2. Partner acquires no ownership interest in Company's trademarks, and this license terminates automatically upon termination of this Agreement.
- 10.2** Neither Party will issue any press release or public statement naming the other Party without prior written consent, except as reasonably necessary to promote the Service consistent with Section 10.1.

11. Data Privacy and Security

- 11.1** Partner will not access, store, or process any Referred Account's data within the Service (including inventory, sales, or financial data). Any prospect or customer information Partner shares with Company will be used solely to facilitate evaluation and onboarding of the referral.

12. Disclaimer; Limitation of Liability; Indemnification

- 12.1** Disclaimer. Except as expressly stated in a separate agreement between Company and a customer, Company makes no warranty regarding the Service to Partner, and Partner makes no warranty regarding the Service to any customer beyond what Company authorizes in writing.
- 12.2** Limitation of Liability. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY), A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF THIS AGREEMENT, AND EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE COMMISSIONS PAID OR PAYABLE TO PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
- 12.3** Indemnification by Partner. Partner will indemnify, defend, and hold Company harmless from third-party claims arising from Partner's negligence, willful misconduct, unauthorized representations about the Service, or breach of this Agreement.
- 12.4** Indemnification by Company. Company will indemnify, defend, and hold Partner harmless from third-party claims arising from Company's negligence, willful misconduct, or breach of this Agreement, including claims that the Service infringes a third party's intellectual property rights.

13. Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except that either Party may assign this Agreement without consent in connection with a merger, acquisition, or sale of substantially all of its assets.

14. Dispute Resolution; Governing Law

- 14.1** Any dispute arising out of or relating to this Agreement will be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, seated in Eagle, Colorado, except that either Party may seek injunctive relief in a court of competent jurisdiction for breach of Section 8 (Confidentiality) or Section 10 (Trademarks).
- 14.2** This Agreement is governed by the laws of the State of Colorado, without regard to its conflicts of law principles.

15. General Provisions

- 15.1** Entire Agreement. This Agreement, including its Exhibits, is the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements or understandings, written or oral. It may be amended only by a writing signed by both Parties.
- 15.2** Notices. Notices under this Agreement must be in writing and are effective upon personal delivery, confirmed email, or three (3) business days after mailing by certified mail to the address set forth in the preamble (or such other address as a Party designates in writing).
- 15.3** Severability. If any provision of this Agreement is held invalid, the remaining provisions remain in full force and effect, and the invalid provision will be limited or construed to the minimum extent necessary to make it enforceable.
- 15.4** Waiver. No waiver of any term is effective unless in writing signed by the waiving Party, and no waiver of any breach is a waiver of any other or subsequent breach.
- 15.5** Force Majeure. Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control.
- 15.6** Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

PARTNER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A — TERRITORY

Partner's Territory under this Agreement consists of prospective customers within the following POS brand(s) and geography, subject to any restrictions in Partner's own distribution agreements with the applicable POS vendor(s):

POS Brand(s): [TO BE COMPLETED]

Geography: [TO BE COMPLETED — e.g., State(s)/region Partner services]

This appointment is non-exclusive as provided in Section 1.2. Company may appoint additional referral partners, including for the same POS brand(s) or overlapping geography, and may sell the Service directly at any time.

EXHIBIT B — COMMISSION SCHEDULE

Commission Rates by Revenue Type:

Revenue Type	Description	Commission Rate
SaaS Revenue	Recurring subscription/software license fees — reflects the higher profitability of recurring software revenue	20%
Services Revenue	Fees for bar management, data entry, inventory analysis, and consulting performed by Company personnel — reflects the lower profitability of labor-driven services	10%

These rates do not vary based on the age of the account. Commission is payable only on Net Collected Revenue received within the 36-month Commission Period following the Referral Date, and only while this Agreement remains in effect — see Sections 5.3 and 7. Setup/onboarding fees and the first month of a Referred Account's subscription fees are not commissionable, per Section 5.1(e).

Payment Schedule: Commissions are paid semi-annually — by August 1 for Net Collected Revenue received January 1 through June 30, and by February 1 for Net Collected Revenue received July 1 through December 31 of the prior year, per Section 5.3.

De Minimis (optional): If the commission due to Partner for a payment period is less than \$[___], Company may carry it forward and pay it with the next period's payment.

EXHIBIT C — REFERRAL SUBMISSION & ATTRIBUTION

- 1.** Submission. Partner submits a referral by providing the prospect's business name, contact name, contact information, and Partner's relationship to the prospect (e.g., current POS reseller) via Company's referral form/portal at <https://info.bar-i.com/partner-referral> or by email to jamie@bar-i.com.
- 2.** Timing. A referral qualifies as a "Referred Account" only if submitted before Company's first commercial contact with the prospect, or, if Company has already contacted the prospect, within fourteen (14) days of Partner's submission, provided the prospect confirms Partner as a source of the introduction.
- 3.** Confirmation. Company will confirm receipt of each referral submission within five (5) business days and will notify Partner when a referral converts to a Referred Account.
- 4.** Validity Period. A submitted referral remains eligible for attribution to Partner for twelve (12) months from submission, after which it may be pursued by Company or another partner without obligation to Partner, unless Partner has maintained active, documented engagement with the prospect.