

Lingo Experts

Setting quality standards for the translation industry!

Reseller Agreement with Lingo Experts

This REFERRAL AGREEMENT was made between:

Contact Name _____

Company Name _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Tel.: _____

Fax: _____

Website: _____

Email: _____

Bank Wire Information _____

Email address for MoneyBookers.com payments: _____

hereinafter referred to as ("REFERRER"),
AND

Lingo Experts

Qebreet, Main Street,
PO Box 33622,
Fowah, Kafr El Sheikh,
Egypt.
Tel: +2 047 298 1808
Email: info@LingoExperts.com
Website: www.LingoExperts.com

hereinafter referred to as ("SELLER")

The two parties hereto agree that REFERRER shall send potential translation clients to Lingo Experts to receive price quotes, and upon award, receive contracts from prospects sent by REFERRER, for which REFERRER will receive referral/commission fees on awarded projects.

- 1) **Definitions:** "REFERRER" means a gatherer and referrer of potential translation clients.
- 2) **Non Exclusive Appointment:** REFERRER will send potential translation clients to Lingo Experts, but in a NON EXCLUSIVE role, in other words, REFERRER has no exclusive role, and Lingo Experts may undertake any marketing efforts without restriction regarding REFERRER. Lingo Experts recognizes that REFERRER may send the potential translation clients to other translation agencies as part of our

original agreement and has no obligation to send potential clients to Lingo Experts exclusively.

- 3) REFERRER will have two payment options: 1- Get one-time commission of 20% of the gross revenue of the initial project received from each new client referred by REFERRER, OR 2- Get ongoing commissions of 10% of the gross revenue of initial AND recurring projects received from any specific client referred by REFERRER. Lingo Experts has no obligation to REFERRER for marketing expenses incurred by REFERRER, and has no obligation to respond to price quote requests.

Lingo Experts will not circumvent REFERRER and privately respond to referred potential clients without notifying REFERRER by email of such price quote responses, as part of our good faith agreement. Lingo Experts may respond in a follow up manner to potential clients without contacting REFERRER if they so choose. Lingo Experts does agree to let REFERRER know of any price modifications in the course of such follow up communications.

- 4) **Client Acceptance, Payment:** REFERRER will send potential translation clients to Lingo Experts by email or phone. Lingo Experts maintains the right to accept or deny any price quote request for any person.

In the event that a referred client awards Lingo Experts with a translation project, REFERRER asks that Lingo Experts notifies REFERRER immediately of the awarded project and expected total cost.

Lingo Experts will then pay REFERRER the entire commission within 30 days after the translation project in question has been paid in full by the referred client.

Payment shall be made in US dollars or Egyptian pounds, as REFERRER may prefer, by bank wire transfer or MoneyBookers.com payment as agreed upon by the parties.

- 5) **Confidentiality:** Any information that is shared between REFERRER and Lingo Experts, including potential client info, shall remain strictly confidential.
- 6) **Relationship of the Parties:** The relationship between REFERRER and Lingo Experts is that of a REFERRER and SELLER. They shall not be construed as employer/employee, joint venture, etc. This agreement is a commercial agreement between businesses, not a consumer agreement.

REFERRER has no authority to contract on behalf of Lingo Experts.

REFERRER has no legal binding responsibility towards the referred clients for translation work or work otherwise performed by Lingo Experts in the case of any dispute erupting between Lingo Experts and a referred client.

- 7) **Term, Termination:** This agreement shall be automatically renewed on an annual basis, unless terminated by one of the parties for any reason. To terminate the agreement, a party shall write an email notification to the other party that the Referral Agreement is no longer desired.

From the moment that written notification has been sent, Lingo Experts will stop offering price quotes to referred clients, and REFERRER will stop sending price quote requests.

Any price quotes that have been already offered to referred potential clients by Lingo Experts will not be subject to this termination request and will be respected by Lingo Experts. The act of responding to a referred price quote request binds Lingo Experts to our above agreement.

- 8) **Miscellaneous:** This agreement was formed in a spirit of good faith and in a spirit of cooperation and mutual benefit. It was also formed in a spirit of correct business practices towards each other and towards any potential or existing clients as an expression of transparent, helpful services and practices. It is understood that its success depends on this good faith, but it is also understood that if this relationship is no longer beneficial to one of the parties or both, it may be terminated freely in the same spirit of good faith.
- 9) **Modifications:** This agreement may be modified on the request of either party, but will only go into effect after a written approval has been sent by the receiving party accepting the proposed modification. If written approval is not given for a proposed modification by the receiving party, the agreement remains unaltered. A proposed modification must be mutually acceptable to both parties.

In witness whereof, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named as a party hereto.

SELLER

REFERRER

**Waleed Mohamed- CEO
Lingo Experts**

Signed

Signed

Qebreet, Main Street,
PO Box 33622,
Fowah, Kafr El Sheikh,
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