

**Below is the Lead Generation Agreement.
Please complete two originals, complete one W-9 and scan them and send them
to JRAINONE@SCERIS.COM**

If in paper form, send to:

**SCERIS, Inc.
ATTN: John Rainone
201 Boston Post Road West
Suite 102
Marlborough, Massachusetts 01752**

**One original agreement will be signed by an officer of SCERIS, Inc., scanned
and returned by email. (Hard Copy available on request)**

Restrictions

Lead Generation companies based in the following countries are excluded from participation in this ScerIS program:
Afghanistan, Belarus, China, Cuba, Haiti, Iran, Iraq, Liberia, Libya, Myanmar, North Korea, Rwanda, Somalia, Sudan,
Syria, Vietnam, and Democratic Republic of the Congo (formerly Zaire)

Compensation Overview (see contract for details)

Qualified Prospects: \$100 for completed lead appointment plus 5% of payments received from customer for first
project (defined by a Statement of Work)

Prospect (not qualified): 5% of payments received from customer for first project (defined by a Statement of Work)

LEAD GENERATION AGREEMENT

This Agreement (the "Agreement") is made this _____ day of _____, 2021 (referred to as the "Effective Date") between ScerIS, Inc., a Massachusetts corporation having a principal place of business at 201 Boston Post Road West, Suite 102, Marlborough, MA 01752 (referred to as "SCERIS" and also referred to as "Party") and _____ a(n) _____ (corporation, sole proprietorship, individual) having a principal place of business at _____, _____ (referred to as "LG" and also referred to as "Party").

SCERIS and LG (referred to as the "Parties") will cooperate in the development of the SCERIS business.

The Parties agree as follows:

1 DEFINITIONS:

- 1.1. Prospect: An individual with titled position (CEO, President, EVP, SVP, VP, Controller) within an Organization that either has authority to acquire SCERIS Products and/or Services, or is in a position to substantially influence others within the same Organization to acquire SCERIS Products and/or Services.
- 1.2. Qualified Prospect: A Prospect with a LinkedIn profile that includes Prospect's photo, that is an employee of a U.S. based business (excludes government entities) with a minimum of 100 employees that participates in an Online Video meeting and participates with camera on (validation to LinkedIn profile).
- 1.3. Organization: The Prospect's employer company.
- 1.4. Customer: An Organization that has entered into a sales agreement with SCERIS.
- 1.5. Product: Systems, Services and Document Conversion Services.

2 **TERRITORY**: LG's rights under this Agreement are limited to Prospects based in the United States. SCERIS reserves the right to appoint other LGs, Partners, contractors, OEM contractors, resellers, distributors, value-added resellers, corporation contractors, employees and the like without restriction as to the number and location within this Territory.

3 **TERM**: The term ("Term") of this Agreement will commence on the Effective Date and will continue for one (1) year. This Agreement will be renewed automatically for additional one (1) year periods, unless terminated as defined in Section 9 (TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION).

4 RESPONSIBILITIES OF THE PARTIES:

- 4.1. During the term of this Agreement and in accordance herewith, each Party agrees to use its commercially reasonable best efforts to support the other Party on applicable opportunities.
- 4.2. LG may identify and request registration of Prospects with SCERIS. SCERIS will provide technical and business process demonstrations for Prospects and for qualified Organizations, will package system and service presentation proposals and prepare contracts for accepted proposals. All pricing is determined exclusively by SCERIS, and SCERIS reserves the right, at its sole discretion, to determine prices for Products. SCERIS reserves the right, at its sole discretion to determine if the Prospect or Prospect's employer represents a viable opportunity, and if not SCERIS may decline the opportunity to present SCERIS capabilities including any and all of the aforementioned activities including demonstrations, system configurations, pricing, proposal development and contract development.
- 4.3. SCERIS reserves the right, at its sole discretion, to refuse the account of any Organization or Customer, or to discontinue dealing with any Customer if, in SCERIS's opinion, the Customer's credit or business practices are not satisfactory, or if proposed business requirements are not suitable for SCERIS' capabilities or resources.
- 4.4. SCERIS does not make any assurances that LG'S Prospects or Organizations will turn into contracts.
- 4.5. SCERIS is responsible for delivering the Products represented by approved contracts and for billing the Customer according to the terms of Customer agreements. SCERIS does not guarantee that approved contracts will result in billings to the Customer or payments by Customers which are the basis of revenue sharing fees paid to the LG.
- 4.6. SCERIS is responsible for calculating LG's compensation, updating the compensation calculation based on purchase adjustments made by the Customer during delivery of the Products and providing communication to the LG about such calculations.
- 4.7. SCERIS's obligation hereunder to LG is to timely pay LG compensation according to the terms herein.
- 4.8. The Parties will at all times avoid misleading or unethical business practices relating to their marketing and demonstration of the program and Product and comply with all laws and regulations applicable to the conduct of their respective businesses as they relate to the relationship created hereunder.
- 4.9. The Parties agree to conduct business so as not to decrease the goodwill and reputation of the other Party, its products, services and trademarks. Neither Party will willfully undertake any action intended to impair or disrupt the other Party's relationship with its customers, end-users, licensees, resellers or other business relationships.
- 4.10. LG shall complete a W-9 form and submit to ScerIS before initiating lead generation activities.
- 4.11. All activities conducted by LG under this Agreement shall be conducted according to Federal laws and according to State laws of the state(s) having jurisdiction, or if none, the Commonwealth of Massachusetts.
- 4.12. All Account Registrations of the LG prior to this Agreement shall be governed by the terms of the agreement in place at the time of the acceptance of the registration by SCERIS.

- 5 **LG PROHIBITIONS:** LG is specifically prohibited from:
- 5.1. Contacting independently any SCERIS Customer, Prospect, business partner, VAR or OEM of SCERIS that has been disclosed to the LG regarding products or services that compete with those offered by SCERIS,
 - 5.2. Paying gratuities, compensation or providing gifts to the Prospect or relatives of the Prospect without specific prior written permission from the Prospect's employer, unless such gifts are usual and customary (such as gifts to relatives or friends for holiday, birthday or anniversary gifts).
 - 5.3. Benefitting from a sale in which the LG has a conflict of interest or is employed by the Prospect, Organization or Customer, or is managing sales to vendors, employees or customers of its employer, without specific written permission from the LG's employer authorizing such activities and subsequent payments for compensation by SCERIS to the LG, which authorization is subject to verification by SCERIS,
 - 5.4. Using SCERIS stationery, letterhead or marketing material in any way for matters not related to SCERIS business, or in a manner that could in any way harm or bring disrepute to SCERIS.
- 6 **COMPENSATION TO LG:** ScerIS will pay LG for completed Introductory Meetings and for Sales Transaction Revenue Sharing in accordance with the following:
- 6.1 Introductory Meetings: ScerIS shall compensate LG one hundred dollars (\$100) for completed introductory meetings between ScerIS and LG's Qualified Prospect. LG may arrange introductory meetings with Prospects that do not meet the requirements of a Qualified Prospect, in which case there is no compensation for the meeting (refer to Sales Transaction Revenue Sharing for compensation description). LG shall submit a request for an introductory meeting that includes Prospect Name, LinkedIn URL, Organization name and website, and from this information ScerIS will determine if the Prospect is eligible for an introductory meeting and determine the Prospect's eligibility as a Qualified Prospect. Following a completed introductory meeting with a Qualified Prospect, ScerIS shall compensate LG. LG compensation is paid monthly within 10 days of month's end for completed introductory meetings in the month. ScerIS, at its discretion, may limit the number of approved introductory meetings approved for LG.
 - 6.2 Sales Transaction Revenue Sharing: ScerIS shall compensate LG upon completion of payments received from Customer for the contract (initial Statement of Work) calculated as five percent (5%) of the total payments received by ScerIS, excluding sales tax. For work performed under the Initial Statement of Work spanning more than a year, compensation paid to LG shall be based on payments received for invoices created within one year of the initial contract date in the agreement with the Customer, including such payments received after one year. The Initial Statement of Work may be for a System, Outsourcing Services, Hosting Services or any combination thereof.
 - 6.3 Fees paid to the LG are in U.S. Dollars.
 - 6.4 Fees paid to the LG by check, issued from a U.S. based bank.
- 7 **DISPUTES ABOUT PROSPECT REGISTRATIONS:** SCERIS reserves the right to make final decisions regarding disputes about registrations. LG agrees to accept SCERIS's decisions with an attitude of trust. LG may make one written appeal using SCERIS's Appeal Form and will not challenge the final decision in any manner, whether by arbitration or litigation or any other manner.
- 8 **NATURE OF THE RELATIONSHIP CREATED BY THIS AGREEMENT:** The Parties shall act as independent contractors and the employees of one shall not be deemed the employees of the other. Nothing contained in this Agreement shall be interpreted as constituting either Party as the agent of the other Party, as conferring upon either Party the power or authority to bind the other Party in any transaction with third parties or as creating a formal business organization of any kind. SCERIS will not withhold any monies for any federal, state or local tax authorities from amounts paid to LG pursuant to this Agreement, unless it is so instructed by any taxing authority, in which case such amounts may be withheld from LG's compensation and paid directly to such authority. Payment of any such taxes is the sole responsibility of LG.

LG shall be completely free from the will and control SCERIS. LG shall:

- 8.1 not be eligible for nor receive SCERIS paid insurance benefits, disability income, vacation pay, holiday pay, expense reimbursement, workers compensation, pension benefits and profit-sharing benefits.
 - 8.2 be solely responsible for all LG expenses including but not limited to travel, entertainment, office expense, telephone, educational expense, dues, subscriptions and licenses, and shall receive no reimbursement from SCERIS.
 - 8.3 not be required to, and shall not incur, any expenses on behalf of SCERIS under this Agreement. Any expense incurred by LG shall be the sole responsibility of LG.
 - 8.4 provide his/her/its own telephone, stationery, supplies, transportation, and all other facilities which LG may deem necessary.
 - 8.5 not be required to:
 - 8.5.1 Submit to detailed SCERIS direction
 - 8.5.2 Follow up and report on business leads
 - 8.5.3 Keep appointments with Prospects arranged by SCERIS
 - 8.5.4 Attend SCERIS-sponsored training sessions
 - 8.5.5 Produce a minimum "quota"
 - 8.5.6 Attend regularly scheduled sales meeting
 - 8.5.7 Purchase any items such as memorandums, brochures or other materials
- 9 **TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION:** Both Parties acknowledge and agree that:
- 9.1 This Agreement is entered into on an "at-will" basis and can be terminated at any time without cause by either Party.
 - 9.2 Termination of the Agreement shall not void the liability of SCERIS to the LG for fees pertaining to introductory meetings

Initials _____

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- arranged by the LG, approved by ScerIS and completed with Qualified Prospects prior to termination of the Agreement.
- 9.3 Termination of the Agreement shall not void the liability of ScerIS to the LG for fees associated with payments received by ScerIS for work associated with completed initial Statement of Work contracts with Customers that entered into the Contract prior to termination of the Agreement. For such completed introduction meetings and payments received for completed work, SCERIS shall make the compensation calculations and pay compensation as described in Section 6.2 (Sales Transaction Revenue Sharing) which shall survive the termination date. Activity with a Prospect that has not resulted in an accepted order at the time of termination is not subject to the payment of revenue sharing compensation. SCERIS agrees in good faith not to terminate this Agreement for the purpose of avoiding payment of compensation. Such termination will become effective within Ten (10) days of a written notice of an intention to terminate this Agreement.
- 9.4 Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall be liable to the other by reason thereof either for compensation or damages of any kind or character whatsoever, whether on account of the loss by either party of present or prospective profits or compensation on sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of the other.
- 10 **LIMITATIONS OF LIABILITY:** For any claim LG brings against SCERIS, SCERIS's liability shall not exceed the lesser of (i) LG's actual damages caused by the breach; or (ii) the calculation of compensation as described in Section 6 (COMPENSATION TO LG) for an individual related transaction. IN NO EVENT SHALL SCERIS BE LIABLE TO LG OR THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF SCERIS HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 11 **GENERAL TERMS:**
- 11.1 Publicity. Neither Party may issue a news release, public announcement, advertisement, or other form of publicity concerning efforts in connection with this Agreement.
- 11.2 Use of SCERIS Brands: Use of SCERIS brands, trademarks and other proprietary property by the LG shall be limited to LG's responsibilities under the Agreement.
- 11.3 Entire Contract. This Agreement (including subsequent attachments and amendments) contains the entire agreement between the Parties and replaces all prior oral or written proposals, contracts, agreements, representations and communications between the Parties with respect to the subject matter of this Agreement. All information furnished as a part of this Agreement, including this Agreement, represents confidential information.
- 11.4 Amendments. This Agreement may be modified by an instrument in writing signed by both parties and clearly marked as amendment or modification.
- 11.5 No Prior Restrictions. The LG represents that he has no contractual or other restriction(s) prohibiting the LG from entering into this Agreement.
- 11.6 Governing Law. This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (Commonwealth), excluding the Commonwealth's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts. In any legal action relating to this Agreement, both parties agree to the exclusive jurisdiction over it by a state or federal court in Boston, Massachusetts, USA.
- 11.7 Disputes: Any dispute, controversy or claim (hereinafter "disputes") arising from or relating to this Agreement or any breach or threatened breach thereof shall be resolved by following an escalation procedure. The Parties shall attempt to resolve any disputes as to the interpretation of this contract or as to the performance of either party hereunder. If they cannot resolve such dispute within thirty (30) calendar days, they shall refer the matter to the parties' respective chief executive official, who shall attempt to resolve the dispute. LG agrees that it has no recourse for decisions reached by SCERIS about compensation as it may be affected by prospect registrations as identified in Section 7 (DISPUTES ABOUT ACCOUNT REGISTRATION). In any action or proceeding between the Parties, or brought to enforce the terms of this Agreement, the prevailing party in such action or proceeding shall NOT be entitled to recover its attorneys' fees and court costs.
- 11.8 Severability. If any provision of this Agreement shall be held to be unenforceable, such holding shall not affect the enforceability of any other provisions hereof.
- 11.9 Notices. All notices or other communications hereunder shall be in writing, sent by air or express mail, and shall be deemed given if (i) delivered or mailed by registered United States air mail, return receipt requested, or (ii) sent by the courier, to the address set forth above.
- 11.10 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts shall include, but not be limited to, acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, earthquakes, or other disasters.
- 11.11 No Assignment. Neither this Agreement nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by operation of law or otherwise by the LG without the prior written consent of ScerIS. Any attempt without such permission to assign any rights or delegate any duties or obligations under this Agreement will be void.
- 11.12 Judicial Modifications. If any provision or any portion of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be excessive or unenforceable in any circumstance or to any extent, then the remainder of this Agreement and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity. THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN.
- 11.13 Reporting. ScerIS shall maintain full, clear and accurate records with respect to each and every proposal, implementation, service and billing.

- 11.14 Waiver of Terms. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- 11.15 Binding Effect. This Agreement shall be provided to and binding upon the Parties (LG and SCERIS) and their successors and assigns.
- 11.16 Headings. The headings of articles and the sections are included solely for convenience of reference. If any conflict between any heading and the text of the Agreement exists, the text shall control.
- 11.17 Representation and Authority. This Agreement has been duly authorized, executed and delivered by the Parties, and constitutes a legal, valid and binding obligation of the Parties, enforceable against each in accordance with its terms. SCERIS has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement. LG has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by an officer duly authorized as of the date first above written.

SCERIS, INC.

By: _____

By: _____

(Signature)

(Signature)

Name: Daniel R. Furbush

Name: _____

Title: SVP & CBDO

Title: _____

Date: _____

Date: _____

Email: _____

Business Phone: _____

Cell Phone: _____

TIN/EIN: _____

Street Address _____

City _____ State ____ ZIP _____

Phone _____