Referral Partner Agreement

A commission for introducing businesses to Website Mill: **10% of what each business you refer pays for its first project**, and 5% on repeat projects in the first 12 months, paid as the business pays. No commission on recurring charges.

THE COMPANY

8847819 Canada Inc.
Website Mill (websitemill.ca)
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Vaughan, Ontario L4K 1W6
hello@websitemill.ca · 416-565-4963

THE REFERRAL PARTNER

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_____
_____
_____ · _____

COMMISSION	PAID	REPEAT PROJECTS
10% of each payment, before HST	**Within 15 days** of each client payment clearing	**5% for 12 months** nothing on recurring charges

This agreement is between 8847819 Canada Inc. (the "Company"), which provides design, website and software services under the Website Mill brand, and the Referral Partner (the "Partner"). It explains how the Partner introduces businesses to the Company, how a referral is counted, and how and when the Partner is paid. The Partner is paid only a commission. There is no salary, retainer, fee or expense payment of any kind.

Terms

1 What the Partner does

1.1 The Partner introduces businesses that may want the Company's design, website or software services. An introduction can be in person, by phone, or by a personal email or message to someone the Partner knows.

1.2 The Company does the selling: it prepares every proposal, sets every price, and signs every agreement with the business directly. The Company may accept or decline any business, and may decline any project, without giving a reason. No commission is owed on a business that does not sign

with the Company.

1.3 The arrangement is not exclusive for either party. The Partner may refer businesses to others, and the Company may work with other partners. There is no minimum number of referrals.

2 Registering a referral

2.1 To count, a referral must be **registered in writing before the business first talks to the Company**. The Partner registers it in their partner portal at websitemill.ca/partners/, with the details listed in **Schedule B**. If the portal is unavailable, an email to hello@websitemill.ca with the same details is accepted.

2.2 The Company replies in writing within 3 business days to confirm or decline the registration. A referral must be a genuinely new introduction: the Company may decline a business that is already its client, is already in discussions with it, has already been sent a proposal or preview by it, or has already been registered by someone else. The earliest confirmed registration counts; if two people register the same business, the first confirmed one is the only one paid.

2.3 A confirmed referral stays open for **6 months**. If the business signs an agreement with the Company within that time, the referral is a "Qualifying Referral". If it signs later, no commission is owed unless the Company agrees in writing.

3 The commission

3.1 For each Qualifying Referral, the Company pays the Partner **10% of every payment it receives from that business under its first signed agreement** (the "First Project"), for the work described in that agreement when it is signed.

3.2 Repeat projects. If the same business later signs for more one-time work with the Company within **12 months** of signing the First Project, the Partner is paid **5% of every payment** for that work. This covers added work on the First Project, a second phase, and new projects. Work signed after those 12 months earns no commission.

3.3 Every commission is worked out on the amount **actually received**, after any discount given to the business, and **before HST** or any other sales tax. It does not include:

- money the business pays to other companies, even when the Company passes it through, such as printing, domain names, email mailboxes, stock, advertising spend or card processing fees;
- Care Plans, hosting, renewals, monthly services and any other recurring charge, in the first year or after;
- any amount that is refunded, reversed, charged back or never paid.

3.4 There is no recurring commission. Nothing is paid on charges that repeat, such as Care Plans, hosting or monthly services, even when they are part of the First Project. Commission is not paid on a business the Partner owns, runs or is paid by, unless the Company agrees in writing before that business signs.

3.5 The Company's projects are usually paid in parts: a deposit when the agreement is signed, a payment at a set point during the work, and a final payment at launch. **The Partner is paid 10% of each part as it comes in** (5% on repeat projects). A worked example is in **Schedule A**.

4 When and how the Partner is paid

4.1 The Company pays each commission within **15 days** after the client's payment has cleared into its account. Commission is never paid before the client pays, and is never owed on a payment the client has not made.

4.2 Payment is by Interac e-Transfer to the Partner's email address above, or another method both parties agree on. Each payment comes with a short statement showing the business, the payment received, and the commission.

4.3 If a project stops part way, the Partner keeps the commission already paid on money the Company received, and no more is owed. If money is later refunded to the client or reversed, the commission on that amount is taken off the Partner's next commission, or, if none is due within 60 days, the Partner repays it within 30 days of being asked.

4.4 The Partner may ask once a quarter for a statement of all their referrals, payments received and commissions paid. If the Partner believes a commission is wrong, they tell the Company in writing within 90 days of the payment, and both parties will review the records together in good faith.

5 Taxes

5.1 The Partner is responsible for reporting the commission as income and for paying their own income tax, CPP and any other amounts owed on it. The Company does not deduct tax from commissions.

5.2 The Partner sends the Company an invoice for every commission, whether or not they are registered for GST/HST. The partner portal prepares each invoice from the payments the Company has received, and the Partner submits it from there. If the Partner is registered for GST/HST, they give the Company their registration number, the invoice shows it, and the Company adds HST to the commission. If they are not registered, no HST is added. The Partner will tell the Company if their registration status changes.

5.3 The Partner will give the Company any information it needs to report payments to the Canada Revenue Agency where the law requires it.

6 How the Partner represents the Company

6.1 The Partner is an independent contractor, not an employee, agent or partner of the Company. The Partner works their own hours and pays their own costs. The Company does not reimburse expenses unless it has agreed to a specific cost in writing beforehand.

6.2 The Partner may describe the Company's services and share its public materials and prices, but may not, without the Company's written approval:

- quote a price, discount, timeline or result, or promise any feature;

- sign anything, accept any payment, or make any commitment on the Company's behalf;
- say they are employed by, or are part of, the Company, or use the Company's name or the Website Mill name or logo in their own advertising, email address, website, social media name or business cards.

6.3 The Partner will be honest about the Company's services and will be open with each business that the Partner may receive a commission from the Company for the introduction.

6.4 The Partner will follow Canada's Anti-Spam Legislation (CASL) and privacy laws. The Partner may make one-to-one introductions of personal or professional contacts, of businesses that have asked the Partner for help with a website or similar services, and of businesses that have agreed to be introduced. The Partner will not send bulk or unsolicited emails, texts or messages about the Company, will not use automated mass outreach, will not buy, scrape or use contact lists for it, and will only pass on a person's contact details with that person's permission.

7 Confidentiality

Each party keeps private the other's non-public business information, including client names, prices, proposals and project details. The Partner will not share any referred business's information beyond what is needed to make the introduction. This continues after the agreement ends.

8 Length and ending the agreement

8.1 This agreement starts when both parties sign it and continues until either party ends it with **30 days' written notice** (email is enough).

8.2 The Company may end it immediately by written notice if the Partner breaks clause 6 or 7.

8.3 After the agreement ends, the Partner is still paid commission, under these terms, on:

- payments received for the First Project of any Qualifying Referral that signed before the agreement ended; and
- any referral confirmed before the end that signs within its 6-month window,

unless the agreement was ended under clause 8.2, in which case only commissions already earned on payments received before the end date are paid. Repeat-project commission (clause 3.2) applies only to work signed while this agreement is in force.

9 Liability

The Company is responsible to its clients for its own work; the Partner is not. The Partner is responsible for their own statements and conduct. Neither party is liable to the other for indirect losses or lost profits. The Company does not promise that any referral will sign, or that the Partner will earn any amount. The Company's total liability under this agreement is limited to the commissions owed and unpaid under it.

10 General

10.1 This agreement, with its schedules, is the whole agreement between the parties about referrals and replaces any earlier spoken or written arrangement. **Any referral the Partner made before signing is listed in Schedule C** and paid under these terms.

10.2 Changes, including to the commission rates, must be in writing and accepted by both parties (email is enough). A change applies only to referrals registered after it is accepted.

10.3 The Partner may not transfer this agreement or the right to commission to anyone else without the Company's written consent.

10.4 This agreement is governed by the laws of Ontario and the federal laws of Canada that apply there.

10.5 It may be signed electronically and in separate copies, which together form one agreement.

Signatures

By signing, both parties agree to the terms above and to Schedules A to C.

FOR THE COMPANY

Signature

Prith Gnanapandithen, Authorized Signing Officer
8847819 Canada Inc.
I have authority to bind the corporation.

Date

THE REFERRAL PARTNER

Signature

Date

Schedule A: How the commission works

An example, using a business that signs a project paid in three parts (an example only) for **$5,000** before HST, paid in three parts.

CLIENT PAYMENT	RECEIVED (BEFORE HST)	PARTNER'S 10%	PARTNER IS PAID
Deposit	$2,000	**$200**	Within 15 days of the deposit clearing
Middle payment	$1,500	**$150**	Within 15 days of that payment clearing
Final payment	$1,500	**$150**	Within 15 days of the launch payment clearing

Total	**$5,000**	**$500**

Other payments from the same business

WHAT THE BUSINESS ALSO PAYS	COMMISSION
HST on each payment	$0
Care Plans, hosting or monthly services, in any year	$0
Printing or domains paid to other companies	$0
A second project signed 8 months later, $2,000	5%: $100
A project signed 14 months later	$0

The figures are an example only, to show how the calculation works. Every project is priced separately by the Company.

Schedule B: Registering a referral

Email **hello@websitemill.ca** with the subject line **"Referral: [business name]"** and include:

- the business name, and its website or social media page, if it has one;
- the name and role of the person to speak to, and their phone or email;
- confirmation that this person agreed to be contacted by the Company;
- what they are looking for, and anything useful to know (timing, budget, how you know them);
- how they would prefer to be introduced: a three-way email, a call, or the Company getting in touch.

The Company replies within 3 business days to confirm or decline the referral. The 6-month window starts on the date of the confirmation.

Schedule C: Referrals made before this agreement

These referrals are Qualifying Referrals under this agreement. Commission on any payment already received is paid within 15 days of signing, less any amount already paid for it.

BUSINESS	INTRODUCED ON	AGREEMENT SIGNED	ALREADY PAID TO PARTNER	INITIALS