



ASSOCIATION PARTNERSHIP AGREEMENT

This Association Partnership Agreement ("Agreement") is hereby entered into on this ____ day of _____ by and between Telco Pros Inc., d/b/a TPI Efficiency (hereinafter referred to as "TPI"), whose primary address is 2020 Center Street, Cleveland, Ohio 44113 and Ohio Providers Resource Association (hereinafter referred to as "Referral Agent"), whose primary address is 1152 Goodale Blvd. Columbus, Ohio 43212.

Whereas, TPI is in the business of providing energy procurement and other related or non-related services to its customers and wishes to retain the services of Referral Agent on an exclusive basis to secure new clients. Referral Agent will provide TPI with qualified sales leads that TPI will contact for the purpose of selling TPI offered services, for which Referral Agent will be compensated.

TPI and Referral Agent hereby agree as follows:

1. Referral Agent Function - Referral Agent will provide TPI with information on qualified sales leads or have qualified sales leads contact TPI directly for the purpose of providing products and services to said lead. Referral Agent may also elect to promote TPI services via email, letter or other media to existing Referral Agent clients only with the expressed written permission from authorized TPI personnel. Any and all material mentioning TPI, its suppliers, subsidiaries or affiliates or its products and services, must be approved by TPI prior to distribution.
2. Referral Agent Relationship- Referral Agent understands that neither the Referral Agent nor anyone acting on behalf of the Referral Agent shall be construed as an employee of TPI or its suppliers, subsidiaries or affiliates, nor shall the Referral Agent misrepresent such relationship to any third party. Violation of any of these terms will constitute a breach of Agreement and be subject to remedy under this Agreement.
3. Qualified Sales Lead -A qualified sales lead is an organization with whom the Referral Agent has an existing relationship and/or an organization about whom the Referral Agent has provided information deemed critical in allowing TPI to secure such lead as a customer. TPI reserves the right to determine whether a lead is qualified and in the event that TPI elects not to accept a submitted lead, the Agent will be notified prior to attempting to sell products and services to the lead.
4. Compensation - TPI shall pay Sales Agent Commissions according to the attached Schedule A. TPI shall be responsible for calculating Commissions and agrees to provide Referral Agent with a monthly accounting summarizing the calculation of its Commissions. Referral Agent agrees that the monthly statement prepared by TPI shall be considered final unless TPI receives written objections within sixty days after the date of the monthly statement.

Monthly Commissions will be paid in perpetuity as long as this Agreement remains in force, and is not terminated by either party. Commission amounts less than \$10 will be held until commission earned exceeds the \$10 monthly threshold. Commission shall be considered earned by Referral Agent only upon receipt of collected revenue by TPI for Referral Agent leads that become customers. Referral Agent is paid by the 30th of each month for commissions TPI receives by the 20th of the same month. If TPI receives commissions after the 20th of the month, they will be paid the following month.

5. Contract Term - This Agreement shall become effective on the date that is specified above and shall continue for a period of 3 years.

6. Termination - During the contractual period, either party may terminate this Agreement, upon written notice to the other party, for any of the following reasons:

- a. A breach is made by either the Referral Agent or TPI of any covenant, term or condition of this Agreement and failure to remedy such breach within thirty days after receipt of written notification of such breach.
- b. TPI may terminate this Agreement in the event that actions of Suppliers, Government or any third party forbid, restrict or harm TPI's or Its Suppliers' ability to provide service to customers.
- c. The contract can be deemed to be terminated if the monthly commission is less than \$50 and the Agent has been inactive for 2 years from date of last new account delivered to TPI.

Termination shall become effective upon the effective date set forth in the notice or upon expiration of the cure period if said breaching party fails to cure such breach. Referral Agent right to earn and receive commissions terminates on the effective date of termination of this Agreement.





7. Confidentiality and non-disclosure - Referral Agent agrees that all materials, business practices, methods or other information associated with TPI is proprietary and valuable to TPI and that unauthorized disclosure or use thereof constitutes a breach of this Agreement and shall cause immediate, substantial and irreparable harm to TPI. Referral Agent desires to keep such confidential information in confidence and will exercise its best judgment in complying with the terms of this clause.

8. Referral Agent will not compete, either directly or indirectly without advanced notice for any of TPI's existing clients or customers upon termination of this Agreement.

9. Assignment - TPI may assign its rights or interest under this Agreement to any third party with or without expressed or written consent of the Referral Agent. Referral Agent may not assign its rights or interest under this Agreement without prior consent from TPI.

IN WITNESS WHEREOF, TPI and Referral Agent represent that they have read this Agreement, understand it and agree to the terms and conditions stated herein.

Company Name: [_____]

By: _____

Name: _____

Title: _____

TPI EFFICIENCY SCHEDULE A - COMMISSION SCHEDULE





Commissions on Products & Services:

TPI offers products whose margins vary considerably with the application and rates sold. Referral Agent will earn commissions on all products sold to qualified leads that become customers. Commissions amounts will vary based upon TPI margins with different providers. TPI will make every attempt to communicate the expected commission to Referral Agent prior to making the sale.

Commission Structure

Electricity

Residual for Agent will be 25% of the residual paid to TPI on Electricity based on the criteria stated below.

Natura/Gas

Residual for Agent will be 25% of the residual paid to TPI on Natural Gas based on the criteria stated below.

Telecom

Residual for Agent will be 25% of the residual paid to TPI on Natural Gas based on the criteria stated below

LED Lighting

Commission for Agent will be 10% of TPI's gross profit on the LED project.

1. TPI will pay Ohio Provider Resource Association either a 25% commission on TPI revenue generated for Electricity and Natural Gas agreements by all Ohio Provider Resource Association members that become TPI clients as follows.

a) Commission will apply to all Ohio Provider Resource Association members that become TPI clients.

b) Ohio Provider Resource Association will receive 25% of TPI revenue generated from Ohio Provider Resource Association members when the service vendor or supplier pays TPI's fees upfront at the start of the contract, or within 60 days of contract start.

- Ohio Provider Resource Association will receive the revenue on an annualized basis throughout the length of the agreement between the Ohio Provider Resource Association member and the service provider based upon agreements with current suppliers.

- This annualized payment will cease upon termination of this Association Partnership Agreement.

c) Ohio Provider Resource Association will receive 25% of TPI revenue generated from Ohio Provider Resource Association members on a monthly residual basis when the supplier pays TPI on a monthly residual basis upon at the start of the contract for Referral Agent leads that become customers.

- Ohio Provider Resource Association will receive the revenue on a monthly basis throughout the length of the agreement between the Ohio Provider Resource Association member and the service provider.

- This annualized payment will cease upon termination of this Association Partnership Agreement.

Referral Agent Initials _____

TPI Will Provide



1.



1. TPI shall become an associate member of OPRA.
2. TPI shall annually sponsor 1 event for Ohio Provider Resource events. Events to be approved by TPI.
3. TPI shall provide Energy and Lighting Efficiency audits at no charge to new and existing Ohio Provider Resource members.
4. TPI shall work directly with Ohio Provider Resource Association in efforts to introduce Ohio Provider Resource Association recruiters to TPI clients for potential membership.
5. TPI will attend the OPRA Finance Committee Meetings and present Quarterly on solutions to issues from committee members.
6. TPI shall include a Ohio Provider Resource Association logo and link on the TPI website (www.tpiefficiency.com)
7. TPI shall pay Sales Agent Commissions according to the attached Schedule A.

Ohio Provider Resource Will provide

1. Ohio Provider Resource Association shall grant TPI the rights as "Energy & Operational Efficiency Consultant" for Ohio Provider Resource Association granting TPI Ohio Provider Resource Association endorsement of products and services TPI provides, namely Electricity, Natural Gas, Lighting Supply and Installation.
2. Ohio Provider Resource Association shall include TPI logo and service description on the "Member Discount Program" page of the opra.org website.
3. Ohio Provider Resource Association to reach out via email, phone call or personal introduction to Ohio Provider Resource Association members at TPI's request.
4. Ohio Provider Resource Association shall provide TPI with an updated mailing list including name, address, phone number, contact and email on a monthly basis.
5. Ohio Provider Resource Association shall publish four (4) articles per year in the monthly Ohio Provider Resource Association email newsletter and/or blog.
 - a) Articles and/or blog edits to be approved by both TPI and Ohio Provider Resource Association .

Referral Agent Initials _____

