



Performance Velocity[®]
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Performance Velocity Lead Referral Program **Effective September 1, 2005**

Overview

Performance Velocity's Lead Referral is our way of saying thank you for connecting us with potential business opportunities. We are committed to the success of our customers and our partners, and a referral is the greatest compliment you can give us. When you provide us with a warm lead for new business which we close in 90 days, you will receive a Referral Fee.

How the Lead Referral Program Works

To qualify for the Referral Fee, you must provide us with a pre-qualified warm lead for new business and we must be able to close the new business within 90 days of receipt of the warm lead. A warm lead is defined as a lead where you have made contact with the potential Customer, they have a need for Performance Velocity's programs or services and the referral contact is expecting to hear from us through an introduction from you. You give us contact information for the opportunity including the name of person(s) to be contacted, company name, contact phone and email id, service need and when they are expecting to hear from us. New business is defined as an opportunity within the scope of our programs and services that is not currently being solicited by us and is with a Customer that PV has never done business with or has not done business with in at least 2 years. In the event more than one person submits an opportunity, the referral fee will be paid to the first person to identify the opportunity.

Fees and Payments

For PV service referrals, the lead fee is 5-15% of the Invoiced Value of the Customer's first month of service. For PV program referrals, the lead fee is 5-15% of the Invoiced Value of programs provided in the Initial Contract with the Customer. Invoiced Value is the actual amount invoiced to the Customer. The lead fee percentage is based on the involvement of the Referral source in closing the contract as follows:

Tier 1: 5% - Referral source provides warm lead without assisting in support and coordination for follow-up customer meetings.

Tier 2: 10% - Referral source provides warm lead with support and coordination of additional customer meetings (minimum 2 customer meetings; telephone and/or face to face).

Tier 3: 15% - Referral source provides lead with support and coordination of additional customer meetings (minimum 2 customer meeting; telephone and/or face to face) and



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instrumental in assisting in the close of the contract. Tier 3 is awarded at PV's discretion.

Examples of Referral Fee Calculations:

1. Example of a service referral: Referral source is instrumental in closing contract and meets the requirements of a Tier 3 referral. PV contracts with the Customer to provide 8 hours of executive development in the first month and 4 hours in succeeding months for 4 executives at \$250/hour. The Invoiced Value of Customer's first month of service is \$8,000. The referral source will receive \$1200.
2. Example of both a program and service referral: Referral source provides warm lead without assisting in follow-up, thus meeting the requirements of a Tier 1 referral. PV initially contracts with Customer to provide 5 executives with Principles of Attitude at \$500 each and 2 hours of executive development per month at \$200/hour. Customer is invoiced for \$2500 (5x\$500) for Principles of Attitude and \$2000 for the first month's executive development service. Referral source will receive \$225.

Conditions for Payment of Fees

1. In order to receive the Lead Fee the Referral Source will agree in writing to the terms of the Lead Fee Policy within 30 days of the Date of Close of the Initial Contract.
2. Lead fees are paid 30 Days from Payment by Customer in the percentage of the invoice paid by Customer.
3. Lead fees are not available to employees of Performance Velocity.
4. Lead fees do not apply to Cancellation fees or Expense Reimbursement invoices.
5. Lead fees are paid based on the policy in effect on the date of Customer Contract.

This policy is subject to change.

Thank You. We value our relationship with You!