

## REFERRAL FEE AGREEMENT

This REFERRAL FEE AGREEMENT (this "Agreement") is dated \_\_\_\_\_ between SilverLeaf 365, LLC ("referrer") and \_\_\_\_\_ ("referral recipient").

### WITNESSETH

WHEREAS, referral recipient provides ( \_\_\_\_\_ list services \_\_\_\_\_ ); and

WHEREAS, referrer may from time to time introduce new business leads or prospective clients (collectively or individually "Client(s)") to referral recipient for the purpose of engaging referral recipient for services; and

WHEREAS, referrer and referral recipient have agreed, subject to the terms hereof, that referral recipient will pay referrer certain fees with respect to each such Client who engages referral recipient after the introduction by referrer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, referrer and referral recipient hereby agree as follows:

1. **Acceptance:** referrer may from time to time, at his sole option, introduce Clients to referral recipient for the purpose of determining whether the Client may wish to engage referral recipient to perform services. Nothing in this Agreement will be interpreted as obligating referrer to introduce any Clients to referral recipient or obligating referral recipient to enter into an Agreement with any Clients introduced by referrer.
2. **Referral Fees:** referral recipient agrees to pay referrer certain fees as set forth below (the "Fees"), subject to all of the following conditions precedent: (i) referrer provides referral recipient the quoted amount and service description provided to the Client; (ii) Client contact information; (iii) following referrer's introduction of a Client to referral recipient, such Client engages referral recipient to perform services on its behalf within one (2) years after such introduction (the "Conditions Precedent"). When all Conditions Precedent exist, referral recipient will pay Fees to referrer in accordance with the following schedule:
  - a. **Schedule of Fees:** referral recipient will pay fees to referrer in an amount equal to 20% (Twenty per cent) of the gross revenue or commission, as the case may be, received by referral recipient as a result of referrer's referral of Clients to referral recipient.
  - b. **Payment:** referral recipient will, within thirty (30) days of the first business day of each proceeding month, issue a check or bank transfer to referrer for payment of the Fees owed.
  - c. **Records:** referral recipient agrees to inform referrer in writing as to (A) when and whether referral recipient has engaged a Client, promptly following the commencement of such engagement, as well as (B) if a referred Client has opted to not participate in referral recipient's services.
3. **Compliance with Applicable Law:** referral recipient will comply with all applicable laws, regulations and ordinances as they relate to this Agreement, its subject matter, advertising and marketing agencies in general, and referral recipient specifically. Referral recipient will obtain and

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maintain in force during the term of this Agreement all permits and licenses necessary to enable it to lawfully perform under this Agreement.

4. **Relationship Between Parties:** This Agreement will not be deemed to create an exclusive dealing relationship. Either party may enter into referral agreements with any other parties without notice to or consent of the other party to this Agreement. Referrer has not made any representations as to the volume or number of Clients it may introduce to referral recipient. Referrer is not obligated to refer any Clients to referral recipient. The parties acknowledge that nothing in this Agreement will be construed as (a) the formation of a partnership or joint venture between referrer and referral recipient; (b) the creation of a trust or similar fiduciary relationship between referrer and referral recipient; or (c) any employer-employee relationship between referrer and referral recipient. Neither party in this Agreement is authorized to make any contracts, representations, warranties or commitments on behalf of the other party and both parties agree that they will not do so or purport to be authorized to do so.
5. **Use of Trademarks/Names:** Referrer may make use of referral recipient's trademarks or other intellectual property for the sole purpose of promoting referral recipient's services. It is expressly understood that this Agreement does not grant referrer any interest in referral recipient's trademarks or any other intellectual property rights.
6. **No Reliance/Indemnity:** Referral recipient acknowledges and asserts that: (i) it is capable of determining for itself the feasibility of performing services for Clients introduced by referrer, and (ii) it will not consider or rely on any statement, opinion, fact, representation or other communication from referrer with respect to the creditworthiness or other attributes of any referred Client whatsoever in entering into arrangements contemplated herein. Referral recipient agrees that it will indemnify and hold harmless referrer and his affiliates, and each of their directors, officers, employees and agents, with respect to any and all losses, claims, demands, liabilities, costs, and expenses that any of such parties or any such persons may suffer as a result of any breach of this Agreement by referral recipient, or the performance or non-performance of services by referral recipient to Clients. Referrer will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement. Further, referrer's aggregate liability arising with respect to this Agreement will in no event exceed the total Referral Fees paid to referrer under this Agreement.
7. **Good Faith:** Each party will act in good faith and engage in fair dealing when taking any action under or related to this Agreement, and will not do anything to hinder the rights of the other party.
8. **Term:** This Agreement will commence on the date hereof and will continue in full force and effect for a period of one (1) year. Expiration of this Agreement will not affect fees already earned by referrer under this Agreement. Sections 2, 4, 5, 6, 7 and 10 will survive expiration of this Agreement.
9. **Non-Solicitation:** Each party acknowledges and asserts that it will not:
  - a. Attempt in any manner to persuade current clients of the other party to cease to do business or to reduce the amount of business which any such client has customarily done or is reasonably expected to do with the other party; or
  - b. Hire as an employee or retain as a consultant or in any other capacity any person who is an employee of or exclusive consultant to the other party, or persuade or attempt to persuade any employee of or exclusive consultant to the other party to leave the employ of the other party or to become hired as an employee or retained as a consultant by

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anyone other than the other party.

10. **Governing Law:** This Agreement will be governed by the laws of the state of Colorado, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Colorado and referral recipient irrevocably consent to the jurisdiction of such courts.
11. **Counterparts.** This Agreement may be executed in multiple counterparts (including counterparts delivered in electronic format), each of which shall be deemed an original, but which individually or together shall constitute one and the same instrument.
12. **Entire Agreement:** This Agreement supersedes any agreement regarding referral fees of prior date between the parties and represents the entire agreement regarding referral fees between the parties.

ACCEPTED BY Referral Recipient:

Signed: \_\_\_\_\_ (Referral Recipient's name)

Date: \_\_\_\_\_

ACKNOWLEDGED BY Referrer

Signed: \_\_\_\_\_ (Referrer's name)

Date: \_\_\_\_\_

Referrer's Initials: \_\_\_\_ | Referral Recipient's Initials: \_\_\_\_