

**THE CEO WITHIN LLC  
REFERRAL AGREEMENT**

This Referral Agreement (the “**Agreement**”) is entered into \_\_\_\_\_ (the “**Effective Date**”), by and between The CEO Within LLC with an address of 3744 Alpine Bypass Ave, North Las Vegas, NV 89081 (the “**Company**”) and \_\_\_\_\_ (name), representing  themselves as an individual OR  representing the following company \_\_\_\_\_ (company name\* \*if representing self as an individual, put "N/A" in the company name) with an address of \_\_\_\_\_, (the “**Affiliate**”), collectively “the **Parties.**” The primary email address for contacting the Company is [alice@theceowithin.me](mailto:alice@theceowithin.me) (**Company Primary Email Address**). The primary email address for contacting the Affiliate is \_\_\_\_\_ (**Affiliate Primary Email Address**).

1. **Purpose.** Company is in the business of providing business consulting, coaching, and administrative services. Company is desirous of gaining additional clients/customers for executive coaching, business operational support, human resources, employee testing and recruiting, payroll management (including Paychex), bookkeeping (including QuickBooks) and other services as described on the website, [www.TheCEOWithin.me](http://www.TheCEOWithin.me). Affiliate is in a position to refer potential clients/customers to Company.
2. **Referral Arrangement.** Upon the Effective Date of this Agreement, Affiliate may, from time to time, refer potential clients/customers to Company. Company will pay Affiliate a fee for these referrals.
3. **Compensation.** Company shall pay Affiliate for each successful referral.
  - a. **Definition of a Successful Referral.** A successful referral is defined as a referral that becomes a client/customer of Company, where becoming a client/customer is defined as paying Company a minimum of \$200 USD for one or more services, who either provides the Affiliate’s name as the referral source when calling or signing up online, or who is referred by the Affiliate via e-introduction by sending an email from the Affiliate’s email address as listed in Section 1, above, to the Company’s email address as listed in Section 1, above, with the name and email of the individual being referred.
  - b. **Payment.** Payment amounts shall be as follows:
    - i. The Affiliate shall be paid \$50.00 (USD) for a successful referral who becomes a client within the first 30 days after being referred.
    - ii. The Affiliate shall be paid \$25.00 (USD) for a successful referral who becomes a client within the first 60 days after being referred.

- iii. The Affiliate shall be paid \$10.00 (USD) for a successful referral who becomes a client within the first 90 days after being referred.
    - iv. Company shall pay Affiliate no amount for each unsuccessful referral, where an unsuccessful referral is defined as a valid referral candidate that does not become a client/customer of Company through no fault of Affiliate or Company within 90 days after being referred; and where a valid referral candidate is a potential client/customer that meets the specifications stated in section 3.a, above.
  - c. **Timing of Payment.** Affiliate must have a W-9 signed within the past year on file to be eligible to receive payment. Company reviews referrals the first month of each new quarter (January, April, July, October) and shall pay Affiliate within one month (31 days) after the end of the quarter in which a successful referral was completed, where a completed referral will be the engagement of the new client as specified in Section 3.a, above. Any Affiliate without a valid W9 on file will have 90 days from notification that a W9 is missing and a payment is due to submit the W9. After 90 days from the notification that the W9 is missing, the Affiliate shall be forfeit the referral payment.
- 4. **Affiliate Title and Role Representation.** During the term of this agreement, Affiliate may refer to themselves as a “Partner”, or “Affiliate,” who works with Company. Affiliate may not refer to themselves as an employee, owner, or any other title when discussing or representing the Company’s services.
- 5. **Pricing and Advertising.** Affiliate is recommended to check with a representative of the Company or review current materials on [www.TheCEOWithin.me](http://www.TheCEOWithin.me) for current service offerings and pricing, prior to discussing services or pricing, as the Company regularly changes pricing and service options. Affiliate may request copies of current promotional materials when such are available, such as business cards, brochures, or postcards.
- 6. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue for one year from the Effective Date.
- 7. **Confidentiality.** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to seek out potential referrals. Affiliate will not share any of this proprietary information at any time. Affiliate also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by it’s natural termination or the early termination by either party.
- 8. **Termination.** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other party. Upon termination, Company shall pay Affiliate all

compensation due and owing for referrals made prior to the date of termination, but not yet paid. One example of a reason for reason for early termination is sending unqualified “cold” referrals who are not interested in the Company’s service.

9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
10. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
11. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY’S NEGLIGENCE OR BREACH.
12. **Disclaimer of Warranties.** Affiliate shall refer potential clients/customers as requested by Company. AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY’S DESIRED RESULT(S).
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
15. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

16. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

17. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the laws of the United States of America, State of Nevada, County of Clark.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“COMPANY”**

Signed: \_\_\_\_\_

By (Name): \_\_\_\_\_

Title: \_\_\_\_\_

The CEO Within LLC

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

**“AFFILIATE ”**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By (Name): \_\_\_\_\_

Title: \_\_\_\_\_

(Enter at company if applicable, otherwise put n/a)

Company: \_\_\_\_\_

(Enter company name if applicable, otherwise put n/a)

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