

CONCHO CONSULTING

REFERRAL PARTNER AGREEMENT

After you submit your application to become a referral partner, we will send you this contract for signature.

We look forward to partnering with you!

THE AGREEMENT:

This Referral Partner Agreement (hereinafter called the “Agreement”) is made between the organization, hereinafter referred to as “Company”: Concho Consulting LLC and _____, hereinafter referred to as “Referral Partner”. The Agreement is a legal document between you and the Company that describes the referral relationship we are entering into beginning _____.

DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

Company, Us, We: As we describe above, we’ll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.

You, the Referral Partner: You will be referred to as the “Referral Partner.” You’ll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.

Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as “Parties” or individually as “Party.”

Referral Partner Program: The program we’ve set up for our referral partners described in this Agreement.

Referral Partner Application: The fully completed form which must be provided to us for consideration of your inclusion in the Referral Partner Program.

Website: The primary website (conchoconsulting.com) will be referred to as Website.

Referred Customer: The customer that was referred by the Referral Partner

Referral: The connection made between a Referral Partner and Company

NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar Referral Partner program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

REFERRAL PARTNER PROGRAM

The commission structure adhered to in this agreement is for the Referral Partner to receive 5% of the Referred Customer revenue for the first year upon the start of the Client’s subscription. This commission

only applies to Referred Customers who have a monthly revenue over \$500 and an active subscription, but includes additional revenues received from hourly or fixed fee services.

If a Referred Customer only pays by the hour or for individual sessions, they will not be covered under this structure.

Concho Consulting may agree to extend the 5% beyond the first year to Referral Partners that remain in good standing and have a referred revenue of over \$10,000 per year. This extension will be communicated via writing via electronic mail. If you would like to request an extension, you need to request in writing at least 30 days prior to the end of the first year.

SPECIFIC TERMS APPLICABLE

We welcome our Referral Partner's active participation in the sale process as long as it meets our Acceptable Use policies and other legal agreements and policies.

Final sale, scoping and delivery of the Referral Customer work is our sole responsibility. We will update you during key milestones of the sales process and notify you when a Referral becomes a Referred Customer. You are also welcome to request status on a referral or Referred Customer.

In order to be eligible for payout, user purchases must be "Qualified Sales." Qualified Sales come from Referred Customers and:

- Must not be referred by any other partner
- May not have existing business with the Company;
- May not be purchased in violation of any of our legal terms or documented policies
- May not be fraudulent in any way, in the Company's sole and exclusive discretion;
- May not have been induced by the Referral Partner offering the customer any discounts
- Must have a revenue of \$500 per month or greater and have an active subscription

We will determine if a Referred Customer is considered a Qualified Sale at our sole and exclusive discretion. The services in the Referral Partner Program may be updated from time to time and are kept current on the Website. Any hourly work or service subscriptions are covered in this agreement.

PAYOUT INFORMATION

Payouts will only be available when the Company has your current address information as well as accounting and tax documentation. You may be asked to submit a W8/W9 tax form in order to receive the payment. Payment will be made monthly following the month the Referred Customer payment is received, with a full month waiting period. For example, any payments made by the Referred Customer in January will be payable on March 1.



Our method of online payment is Zelle unless you were grandfathered in under another solution. This allows us to facilitate the exchange of electronic payments and addresses paperwork through proper channels. The total commission will be reduced by the fees charged for 3rd party processing.

You will be asked to:

Provide your Zelle email account

Confirm you are able to access and use a \$1 test transaction before we send you larger amounts

Please keep in mind that funds are typically non-reversible once sent. For any changes in your payment information you cannot update on your own, please notify the Company immediately. Many of these methods are difficult to reverse so ensuring correct payment information is entered is your responsibility.

We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified.

For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Referral Partner Program. It can be terminated by either Party at any time with or without cause.

You may only earn payouts as long as you are a Referral Partner in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination. The Agreement will be automatically terminated if one-year lapses between application and first payment or if one year lapses in between payments. You can re-apply for the program if that occurs.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

INTELLECTUAL PROPERTY AND 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 Referral Partner in order for Referral Partner to seek out potential referrals. Referral Partner will not share any of this proprietary information at any time. Referral Partner 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 its natural termination or the early termination by either party.

We hereby grant you a non-exclusive, non-transferable, revocable license to use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Referral Partner Site. You may not modify the Company IP in any way and you are only permitted to use the Company IP if you are a Referral Partner in good standing with us.



Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express prior written permission. This includes a restriction on

using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

You hereby provide us a non-exclusive license to use your name, trademarks, and service marks if applicable to advertise our Referral Partner Program.

MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

ACCEPTABLE USE

You agree not to use the Referral Partner Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Referral Partner Program in any way that could damage our websites, products, services, or the general business of the Company.

You further agree not to use the Referral Partner Program:

To harass, abuse, or threaten others or otherwise violate any person's legal rights;

To violate any intellectual property rights of the Company or any third party;

To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

To perpetrate any fraud;

To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;



To publish or distribute any obscene or defamatory material

To publish or distribute any material that incites violence, hate, or discrimination towards any group;

To unlawfully gather information about others.

To send illegal spam including sending mass commercial emails

As a Referral Partner you are representing the Concho brand and values. We treat all human beings equally and with kindness and expect our partners to do the same.

INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Referral Partner Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Referral Partner Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral in reference to the Referral Partner Program.

NO WARRANTIES

You agree that your use of the Referral Partner Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Referral Partner Program will meet your needs or that it will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Referral Partner Program is your sole responsibility and that the Company is not liable for any such damage or loss.

LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Referral Partner Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GENERAL PROVISIONS:

LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.



JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Referral Partner Program, you agree that Texas shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to

submit to the personal jurisdiction of the state and federal courts of the following county: Tom Green County, Texas. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Washington County. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Texas. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

SEVERABILITY: If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such conditions, the remainder of this Agreement shall continue in full force.

NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.

HEADINGS FOR CONVENIENCE ONLY: Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots,



embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email. For any questions or concerns, please email us at the following address: finance@conchoconsulting.com.

Courtney Edwards

Concho Consulting, LLC

Owner

Date: _____

Name: _____

Company: _____

Title: _____

Date: _____

