



REFERRAL FEE AGREEMENT

This Referral Fee Agreement (hereinafter the “Agreement”) is made on _____, 2023 (the "Effective Date"), by and between FileForms LLC of Fort Lauderdale, 2550 N Federal Highway, Fort Lauderdale, Florida 33305 (hereinafter referred to as “FileForms”) and the “Referrer” (as such party is identified on the signature page hereto).

WHEREAS, FileForms provides certain filing and reporting relating services;

WHEREAS, Referrer has contacts and relationships with third parties that may be qualified candidates for filing forms and reports, such as the Beneficial Owner Information (“BOI”) report and desires to act as an intermediary finder of eligible candidates for FileForms' services; and

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM AND TERMINATION.

The term of this Agreement, as otherwise herein provided, shall commence on the Effective Date and continue for 365 days (the “Initial Term”). The Agreement shall continue from year to year thereafter (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not more than thirty (30) days or less than fifteen (15) days prior to the date of expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, FileForms may terminate this Agreement at any time by providing Referrer with 10 days written notice, provided that FileForms’ payment obligations under this Agreement shall survive termination with respect to any Compensable Leads that occurred prior to termination.

II. REFERRALS.

For the Term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective clients of filing and reporting services to FileForms who are not already known or have not already been introduced to FileForms. Referrer is an independent contractor, and shall perform all services under this Agreement as an independent contractor and not as an employee, agent, franchisee or partner of FileForms, nor as part of a joint venture with FileForms.

III. FEES AND PAYMENT.

This Agreement contemplates a bona fide introduction only from Referrer to FileForms. Any client lead sourced from an existing client or that is introduced directly to FileForms personnel, or otherwise makes contact with FileForms via website, phone, or otherwise, will be treated as a lead of FileForms (a “House Lead”). To qualify as a client lead to which Referrer is entitled to compensation (a “Compensable Lead”), such lead must be seeking assistance in obtaining filing and reporting services and the Referrer proactively identifying the lead through an email introduction to FileForms, or uploading the lead through the partnership URL provided by



FileForms to tag leads (to be released), the first time contact is made between FileForms and the lead.

The Referrer's fee ("Referral Fee") shall be calculated as follows: for any portion of the Fees collected by FileForms for providing service to a Compensable Lead, the Referral Fee shall be 20.0% of the Fees collected by FileForms. "Fees" means gross collections of fees actually paid to and received by FileForms from a client engagement for services performed in filing and reporting. In the case where FileForms agrees that multiple parties are involved in referring the same client, the Referral Fee may be proportionally reduced so that FileForms can compensate the other referring parties at FileForms' discretion. For the avoidance of doubt, client deposit(s) do not represent Fees until such deposit(s) become the property of FileForms and are no longer subject to refund or forfeiture. The Referral Fee shall be reduced for any returns or chargebacks. Referral Fees remitted to Referrer on orders subsequently charged back to the Company or refunded may be set off against future Referral Fee payments to Referrer.

FileForms shall (i) have exclusive, complete and absolute discretion in determining whether to provide services to any prospective Compensable Lead, the manner in which it provides such services, the fees it will charge a Compensable Lead for providing services, whether to continue or discontinue any engagement with a Compensable Lead and whether to collect or enforce any right to payment from a Compensable Lead or to waive such right and (ii) have no liability of any kind or nature to Referrer for (a) any actions, omissions and/or determinations of FileForms in connection with any cause or thing described or referred to in (i) above or (b) any inability or failure, for any reason whatsoever, to complete any filing or reporting for any Compensable Lead.

The Referral Fees shall be paid no later than forty-five (45) days after FileForms' receipt of unreturned fees from an engagement with a Compensable Lead and shall be paid without regard to the expiration or termination of the Agreement, provided the introduction occurs prior to the date of such expiration or termination.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS

Referrer represents and warrants as of the date hereof and throughout the term of this Agreement that: (i) the execution and delivery of this Agreement and the consummation by Referrer of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Referrer and, upon such execution and delivery, this Agreement shall be a legal and binding obligation of Referrer; (ii) the execution, delivery and performance of this Agreement by Referrer and the consummation by Referrer of the transactions contemplated hereby do not and will not (w) conflict with or violate the terms of any agreement by which Referrer is bound or to which any property or asset of Referrer is bound or affected, (x) require the consent, approval or authorization of any other Person or (y) violate or contravene any law, statute, rule, regulation, order, judgment or decree to which the Referrer is subject; (iii) that the Services will be provided in a professional manner in compliance with all applicable laws, rules and regulations, that all activities conducted by him and any of his agents or employees pursuant to performance of this Agreement shall comply with all applicable laws, rules and regulations and (iv) that Referrer's provision of Services, does not pose any conflict of interest between the Referrer and FileForms or any other party.



Referrer covenants and agrees that Referrer will not, directly or indirectly, nor will it permit its employees, consultants or agents to, in the case of a Referrer that is an organization (“Entity Referrer”), engage or participate in any of the following activities at any time during the Term of this Agreement:

- (i) share, split or pay to any Person all or any part of a Referral Fee;
- (ii) provide compensation to any Person for procuring, locating or identifying any Compensable Lead, assisting in any of such activities or obtaining the cooperation of any Compensable Lead;
- (iii) violate any applicable law, code or rule in performing any services pursuant to this Agreement;
- (iv) provide FileForms or any prospective or actual Compensable Lead with any materially inaccurate, false, or misleading information;
- (v) act in conflict with the best interests of FileForms or
- (vi) act in any manner that may reasonably pose any conflict of interest between the Referrer and FileForms or any other party which is competitive with FileForms.

Provisions (i) and (ii) above shall not be interpreted to prohibit an Entity Referrer from splitting the Referral Fee internally within its organization. In addition, Referrer shall provide to FileForms prompt written notice of any violation of the immediately foregoing covenants by itself or any of its employees, consultants or agents.

The damages that FileForms would suffer in the event that Referrer breaches any of the representations, warranties, covenants, duties or obligations set forth in this Section IV (a “Section IV Breach”) are uncertain and impossible to determine at this time. Because of such uncertainty, Referrer agrees that it will refund to FileForms any Referral Fee paid to Referrer after the occurrence of a Section IV Breach. The foregoing payments will be made to FileForms as just compensation for the damages caused to FileForms, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement. The foregoing liquidated damages are the exclusive remedy for a Section IV Breach.

V. INSPECTION AND REPORTING.

Upon request by FileForms, Referrer shall provide to FileForms for inspection, copying and/or auditing all documents and information requested by FileForms to verify compliance with Referrer’s representations, warranties, covenants, duties and obligations under this Agreement including, but not limited to, financial data, banking information and tax returns.

FileForms will provide monthly reporting and reconciliation of the Referrer’s Compensable Lead(s) and the status of Referral Fee payment(s).

VI. WAIVER OF JURY TRIAL, ARBITRATION.



EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH, RELATING TO OR ARISING OUT OF ANY MATTER RELATING TO THIS AGREEMENT. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Broward County, Florida. The non-prevailing party shall pay all costs related to any such arbitration.

VII. FINAL AGREEMENT.

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters.

VIII. MISCELLANEOUS.

Modifications and Waiver. This Agreement may not be modified except by a written agreement executed by all parties hereto. No waiver of any condition or covenant in this Agreement by either party shall be effective unless made in writing, nor shall any waiver be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Agreement.

Governing Law; Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without reference to conflict of law principles.

Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. This Agreement shall be construed without reference to the titles of Articles, Sections or Clauses, which are inserted for convenient reference only. This Agreement shall be construed without regard to any presumption or other rule permitting construction against the party causing this Agreement to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Attorneys' Fees. If any party brings action at law or equity against another party or parties in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees from the other party or parties.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL FILEFORMS OR ITS RELATED PERSONS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE



REFERRER ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORTIOUS INTERFERENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

Referrer may not assign this Agreement in whole or in part, without the prior written consent of FileForms which consent may be withheld for any reason; provided, however, Referrer may assign this Agreement to an affiliated or related person or entity. FileForms may, without Referrer's consent, assign all or any part of its interest in this Agreement.

Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and permitted assigns of the parties hereto with the same effect as if mentioned in each instance where the party hereto is named or referred to, except that no assignment, transfer, pledge, mortgage, lease or sublease made by any party in violation of this Agreement shall vest any rights in the assignee, transferee, mortgagee, pledge, lessee, sublessee or occupant.

Execution in Counterparts. This Agreement may be executed in counterparts and a copy of this Agreement wherein the signatures of one or more of the parties appear on separate pages shall be the same for all purposes as a copy of this Agreement wherein all parties executed one and the same document. A signature transmitted electronically (such as by email) or by fax shall be as effective an original signature.

[Execution Page Follows]



The Agreement shall be effective as of the Effective Date first written above.

FileForms:

FILEFORMS LLC

By: _____
Frank Tumminello
CEO

REFERRER:

Signature: _____
Name:
Company:
Title: