

REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (the "Agreement") is effective as of the date below.

BETWEEN: **PEO Brokers Network, Inc.** (the "Company"), a company organized and existing under the laws of the State of California, with its head office located at:
1968 South Coast Highway., Ste. 554
Laguna Beach, CA 92651

AND: _____ (the "Referral Partner"), an individual, corporation or company, and its agents, employees, partners, officers, affiliates and assigns, with its main address located:

ON: _____ (the "Effective Date")

The Company and the Referral Partner, wishing to enter into an agreement regarding the referral of PEO insurance business and contracts to Company, agree as follows:

1. REFERRAL PARTNER'S DUTIES

- 1.1 Referral Partner may refer PEO business to Company.
- 1.2 Referral Partner shall not bind any coverages or make any changes in the terms and/or conditions of any policy that is the subject of a referral to Company.

2. TERM OF CONTRACT

- 2.1 This Agreement will become effective on the Effective Date and will continue in effect until any party gives 30 days' written notice to the other party that they are terminating the Agreement.

Referral Partner acknowledges that this is a non-exclusive engagement and that Company retains the right to appoint additional Referral Partners as Company, in its sole and unrestricted judgment, may from time to time determine to be in the interests of Company without liability or obligation to Referral Partner.

3. COMMISSION

- 3.1 Referral Partner hereby acknowledges that each insurance policy and carrier has its own commission terms and rates. Attached to each proposal, Company shall provide Referral Partner a written statement of the commission to be paid to Referral Partner for that policy. Each such statement shall only apply to that specific referral and should not be relied upon for future referrals, regardless of the similarity between any referrals. Depending on the how each transaction is completed, this may require that Referral Partner remit sums due to Company.
- 3.2 In the event of a returned or refunded premium, Referral Partner shall return the same proportion of the commission paid to him or her as Company had to return to the carrier. This proportion may be the entirety of the commission.
- 3.3 Referral Partner explicitly gives unconditional permission for Company to withhold sums from commission payments due to Referral Partner. Company shall only withhold such sums sufficient to reimburse itself for funds due to Company under 3.2, above.

4. KEY PROVISIONS

Referral Partner is Independent Contractor

4.1 Referral Partner enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Referral Partner agrees that he or she is not and will not become an employee, partner, agent, or principal of Company while this Agreement is in effect. This agreement does not in any way create any type of partnership, association, joint venture, or other business relationship. Referral Partner agrees he or she is not entitled to the rights or benefits afforded to Company's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Referral Partner is responsible for providing, at his or her own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for himself or herself and for his or her employees and subcontractors.

Nothing in this Agreement shall be construed to give Referral Partner any authority (i) to represent that he or she is an employee of Company, (ii) to bind Company with respect to contracts or representations or any other matters, except for those contracts expressly provided for in this Agreement, or (iii) to represent Company before any court or government or regulatory authority without he or she express written authorization of Company.

Non-Exclusive Relationship

4.2 Referral Partner may represent, perform services for, and contract with as many additional Companies, persons, or companies as Referral Partner, in his or her sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for Company.

Payment of Taxes and Fees

4.3 Referral Partner is solely responsible for paying when due any taxes, including estimated taxes, incurred as a result of any commission paid by Company to Referral Partner under this Agreement. This includes but is not limited to any federal, California or local income taxes, social security or unemployment tax, or any other taxes. Referral Partner, on behalf of himself or herself and his or her successors, assigns, and heirs, agrees to indemnify and hold Company, including Company's employees, officers, director, agents, subsidiaries and affiliates, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Company as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Referral Partner of any tax or contribution based on compensation paid hereunder to Referral Partner or because Company did not withhold any taxes from compensation paid hereunder.

Expenses

4.4 Referral Partner will be responsible for all expenses incurred in performing the services under this Agreement, except for reimbursements as expressly provided for in this Agreement. Commissions paid to Referral Partner are in full consideration of any services performed and any expenses incurred while performing said services.

Liability

- 4.5 Referral Partner must maintain appropriate Errors and Omissions Insurance. Proof of insurance must be submitted to Company on or before the Effective Date. Referral Partner must immediately notify Company of any changes to this insurance.
- 4.6 Referral Partner is responsible for any of his or her own acts or omissions. Referral Partner agrees to indemnify and hold harmless Company for any and all consequences of their acts or omissions, including, but not limited to, claims, losses, damages, attorney fees, court costs and penalties.
- 4.7 Company is responsible for any of its own acts or omissions. Company agrees to indemnify and hold harmless Referral Partner for any and all consequences of their acts or omissions, including, but not limited to, claims, losses, damages, attorney fees, court costs and penalties.

5. GENERAL PROVISIONS

Entire Agreement; Modifications

5.1 This Agreement along with its Attachments, terminates and supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Referral Partner for Company and contains all of the representations, warranties, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Company may change the information and terms in any of the Attachments at any time, provided that they provide a new Attachment in writing to Referral Partner. Attachments are individualized to each Referral Partner. Any other modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

Partial Invalidity

5.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Arbitration

5.3 Any dispute, controversy or claim arising out of or related in any way to this Agreement or any services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Bar Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of 1 arbitrator sitting in Orange County, California. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

Governing Law

5.4 This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

Venue

5.5 Without regard to any conflict of law provisions, the venue of any proceedings to interpret or enforce this Agreement shall be in Orange County, California or the United States District Court for the Central District of California, and Referral Partner hereby consents to personal jurisdiction and venue accordingly.

Waiver: Rights Cumulative

5.6 No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Counterparts

5.7 This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

COMPANY

By: _____
Name: Garrett Barbera, CEO
PEO Brokers Network, Inc.

Date: _____

REFERRAL PARTNER

By: _____
Name: _____

Date: _____