

## REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered into \_\_\_\_\_ (the “**Effective Date**”), by and between Legacy Tax & Resolution Services, LLC (LTRS), with a mailing address of 3961 E. Chandler Blvd #111-301, Phoenix, AZ 85048 (the “**Company**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “**Affiliate**”), collectively “the **Parties**.”

1. **Purpose.** Company is in the business of Tax Preparation/Planning, Payroll and Tax Resolution Services, primarily. Company is desirous of gaining additional clients/customers for tax preparation, tax planning, payroll, and tax resolution services. 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 10% of fees collected for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of Company. Company shall pay Affiliate \$0 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; and a valid referral candidate is a potential client/customer that meets the specifications stated in Section 1 above. Company shall pay Affiliate within thirty (30) days of a completed referral upon the collection of fees, where a completed referral will be the engagement of the new client/customer or definitive action that the referral will not become a new client/customer.
4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until such time as any referral ceases to be a client, or if, due to legal and regulatory reasons, such a payment would bring undue and unreasonable legal liability upon the Company.
5. **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 its natural termination or the early termination by either party.
6. **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, and will continue to pay fees for referrals made prior to the termination date but still remain customers.

7. **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.

8. **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.

9. **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.

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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 Arizona law.

16. **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.

17. **Additional Terms.** The Company will not solicit Affiliate clients or customers for services which the Affiliate performs for its clients. The Company will make a good faith effort to avoid providing any services of which the affiliate may provide. If the client or customer subverts this standard policy, and the error is found after such services have been performed, the Company will immediately sever its preparation of said services. Any services outside of the general scope laid out in section 1 of this agreement must first be approved by Affiliate.

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

**“COMPANY”**

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

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

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

**“AFFILIATE”**

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

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

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