



Partnership Referral Agreement

THE PARTIES TO THIS AGREEMENT ARE:

Company Name:

To be referred to as "The Agent"

Contact Name:

Position:

Address:

Telephone:

Email:

Deaglo Partners LLC will be referred to as "Deaglo":

Contact Name: Ashley Groves

Position: CEO

Telephone: +1 646 669 0835

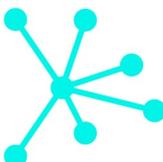
Email: ag@deaglo.com



Whereas the Agent may from time to time refer potential customers “Referred Parties” to Deaglo for a referral fee.

The Parties agree to the following:

1. The referral fee shall be calculated as a percentage of the net value of the revenue derived by Deaglo as a direct result of a referral (1.a).
 - a. The percentage amount will be 10% of net value.
 - b. Net value shall exclude value tax, costs, refunds and payments not honored by a client or financial institution.
2. Upon reconciliation of referral fees due, the Agent will receive a statement outlining net revenues generated from each referral, and shall issue an invoice to Deaglo. Payment to Agent shall be effected within thirty (30) days of submission of said invoice, provided revenue is received from selected provider.
3. Use of marketing materials and referral methods for Deaglo are at the discretion of the Agent. However, in order to solicit sales, the Agents shall not make promises or issue any warranty either expressed or implied pertaining to the services offered by Deaglo unless authorized in writing by Deaglo to do so.
4. The Agent may make use of Deaglo’s trademarks for the sole purpose of promoting Deaglo or Deaglo’s services. Any such use shall be in accordance with Deaglo’s trademark policies. It is expressly understood that this referral agreement does not grant the Agent any interest in Deaglo’s trademarks or any other intellectual property rights.
5. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to Deaglo, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of Deaglo, shall make no warranty either expressed or implied on behalf of Deaglo and shall not incur any expenses on behalf of Deaglo, without written consent from Deaglo prior to incurring the expenses.
6. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of Deaglo and the Agent shall have no rights under any other agreements entered into by Deaglo with other Agents.
7. The Agent agrees not to disclose any confidential information pertaining to Deaglo’s services nor that of prospective or existing customers to any third party. The Agent may do follow-up inquiries with its referred customers to gather feedback about their experience with Deaglo’s services as supplied.
8. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days. In the event that this agreement is terminated without cause, the compensation provisions outlined in section 1 of this agreement shall survive the termination of this agreement as long as the Referred Party continues to do business with the provider and Deaglo is receiving compensation.
9. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.





10. Subsequent referrals direct from the Agent's Referred Parties will be subject to a new agreement signed between Deaglo and those parties.

11. The Agent will not receive any compensation from referrals made by the Agent's Referred Parties or through referrals made by another introduced party, and will only receive compensation from Referred Parties generating direct revenue to Deaglo.

12. The Agent agrees to never knowingly refer clients to Deaglo that maybe a risk to the Anti-Money Laundering Act (AML) and on an ongoing basis the Agent will notify Deaglo of any suspicious activities of such referrals that may affect Deaglo complying with these same laws and as set out in the "Deaglo Compliance Manual" (available upon request).

13. The Agent hereby agrees that relationships with all Deaglo service providers will remain exclusively through the underlying agreement executed herein.

14. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties

Signed at _____ on this ____ day of _____ 20 ____.

Agent

Deaglo Partners LLC
Both signatories duly warrant their authority to sign this agreement.

