

CFO BUSINESS ADVISORS LLC CLIENT REFERRAL AGREEMENT

This Client Referral Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: **CFO Business Advisors LLC** (the "CFOBA"), a limited liability company organized and existing under the laws of Colorado of with its head office located at 1244 Dexter St, Denver, Colorado, 80220, United States

AND: **[Referring Party NAME]** (the "Referring Party"), an individual with his main address located at **OR** a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

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

1. RECITALS

- a. CFOBA is a provider of CFO services and desires to appoint Referring Party as sales Referring Party for the sale of CFOBA's services as listed in section 6b below.
- b. Referring Party desires to accept such appointment and to perform the provisions of this agreement.

2. DURATION

The term of the relationship created shall be two years from the effective date of this agreement, beginning the effective date of this agreement, unless sooner terminated.

3. REFERRING PARTY'S BEST EFFORTS

Referring Party agrees to refer potential new clients to the business of CFOBA under the direction of CFOBA's officers or representatives, and to conform to the best of Referring Party's ability with the rules, regulations and instructions of CFOBA now in force or that may be adopted and mailed to Referring Party's address. New clients shall be defined as any client who has not been a customer of CFOBA in the past two years. Referring Party agrees that CFOBA may not sign an agreement with the clients Referring Party refers and that CFOBA is under no obligation to do so.

4. NONDISCLOSURE OF CFOBA'S AFFAIRS

Referring Party agrees to keep confidential such information as CFOBA may from time to time impart to Referring Party regarding CFOBA's business affairs and customers. Referring Party will not, in whole or in part, now or at any time, disclose such information.

5. ASSIGNMENT OF REFERRING PARTY'S INVENTIONS

Referring Party agrees, in view of the confidential information regarding CFOBA's business affairs, plans and necessities, that Referring Party will be in a position to obtain from time to time, and in partial consideration of the commissions agreed to be paid to Referring Party under this agreement, that Referring Party, on demand, will assign to CFOBA, or CFOBA's successors or assigns, any inventions or improvements Referring Party may make during the relationship with CFOBA that relate to CFOBA's products or services.

6. COMMISSIONS

- a. Referring Party, during the term of the agreement, shall receive a commission from the sale of CFOBA's services sold as outlined in section 6b below:
- b. Referring Party's commission on sales made pursuant to this agreement shall be as follows:
33% of the new client's first month's paid revenue from:

CFOBA's Monthly Planning and Monitoring Service
CFOBA's Monthly and Annual Consulting Retained Services

7. SALES SUBJECT TO COMMISSIONS

This agreement shall apply to business procured from interaction with the potential client of CFOBA and the Referring Party. The Referring Party will introduce the potential client to CFOBA and shall perform required communication with the potential client to ensure the first meeting is timely and informative. Commissions will be based on the new client's first paid month of services.

8. WHEN COMMISSIONS ARE PAID

Any commission to be received under this agreement shall not be credited to Referring Party's account on CFOBA's books until the purchaser has made settlement in full with CFOBA, either by cash, check or credit card. Commissions will be paid 50% 30 days following client payment receipt and 50% sixty days following payment by the client. All commission payments will be made by check. No payments will be made until the Referring Party has submitted a signed form W9 to CFOBA satisfactory to CFOBA.

9. SALES WHERE TWO OR MORE REFERRING PARTIES REFER THE SAME CLIENT

Referring Party agrees that in the event of two or more Referring Parties refer the same client, the first client who first arranges a meeting with the potential client will be awarded the commission.

10. DISPUTES ON COMMISSIONS

CFOBA shall have the right to determine, in any dispute arising between Referring Party and any other sales Referring Party of CFOBA, the right to commission on any sale, and Referring Party shall abide by and be bound by CFOBA's decision.

11. LIMITATION ON COMMISSION CLAIMS

Referring Party waives all claim for commission on sales of CFOBA's product, whether made by Referring Party or others, and all other claims of any nature whatever, if the claim is not made within sixty days from the date of termination of this agreement.

12. REFERRING PARTY NOT TO SHARE COMMISSION

Under no circumstances, without permission of CFOBA, may Referring Party give any part of Referring Party's commission to any assistant, local Referring Party or other person to assist Referring Party in making a sale.

13. CLIENT INTRODUCTIONS, REFERRING PARTY REPRESENTATIONS

- a. All introductions by Referring Party for the CFOBA's product shall be deemed completed when the potential client has completed the initial meeting with CFOBA. Meetings may take place face-to-face, over computer connections or by phone. Referring Party shall make no representations to the potential client regarding the CFOBA's business or terms of sale other than those stated at CFOBA's web site www.cfobusinessadvisors.com.
- b. If CFOBA is compelled to make any concessions to clients or incur any expense by reason of a violation of these requirements, the amount of the expense may be charged to Referring Party's account.

14. ACCEPTANCE OF ORDERS BY CFOBA

Client services introduced by the Referring Party shall not be binding until contracted by CFOBA and the new client. CFOBA reserves the right to reject any order when, in the judgment of CFOBA, the service ordered may not be suitable to the business of the customer.

15. REFERRING PARTY NOT TO COMPETE

Referring Party shall not deal in the services on Referring Party's own account in any way during the continuance of this agreement. Referring Party will not engage, directly or indirectly, either for Referring Party or as employee of any other party, in manufacturing, buying, selling or dealing in CFO services as sold by the CFOBA for a period of two years, after the termination of the relationship created by this agreement, without the written consent of CFOBA.

16. COMPROMISE AND COLLECTION OF ACCOUNTS

CFOBA shall have full control of and discretion as to the collection, adjustment or compromise of any or all accounts for CFOBA's products sold by Referring Party.

17. INDEPENDENT CONTRACTOR

Referring Party agrees that it is an independent contractor for purposes of this agreement.

18. REFERRING PARTY'S EXPENSES

All expenses for traveling, entertainment, office, clerical, office and equipment maintenance, and general selling expenses that may be incurred by Referring Party in connection with this agreement will be borne wholly by Referring Party. In no case shall CFOBA be responsible or liable for such expenses.

19. ACCOUNTING ON TERMINATION

Referring Party authorizes CFOBA, on termination of the relationship created by this agreement, to pay any outstanding indebtedness, including amounts due Referring Party and Referring Party's employees incurred in the management of the relationship, and to charge the amount to Referring Party's account. CFOBA shall not be bound to pay any such indebtedness, unless CFOBA shall elect to do so. Payment of part of Referring Party's indebtedness by CFOBA shall not raise any obligation on CFOBA's part to pay the whole of the indebtedness. An assignment of Referring Party's account, or any part of it, shall not be binding on CFOBA unless accepted in writing by CFOBA's Managing Partner.

20. OBJECTIONS TO ACCOUNTING; LIMITATIONS

Referring Party agrees that all objections to statements of account rendered by CFOBA are waived, unless written notice is given by Referring Party and unless such notice reaches CFOBA within 30 days after rendition of the statement by CFOBA.

21. EXAMINATION OF REFERRING PARTY'S ACCOUNTS

Referring Party agrees that officers or authorized representatives of CFOBA shall have, on demand, access to and the right to examine and make copies of all books of accounts, vouchers and papers of Referring Party, in order to ascertain whether the business of Referring Party is being conducted in a manner satisfactory to CFOBA.

22. COMPLIANCE WITH LAWS

Referring Party agrees, for the benefit of Referring Party's employees and to comply in all respects with the workers' compensation laws of any state or states of which Referring Party's may be a part, and to pay the premiums and other costs and expenses incident to such coverage.

23. EMPLOYMENT OF SUBREFERRING PARTYS

Referring Party agrees not to employ any salespersons or other parties to assist in the relationship.except under written agreement by the terms of which CFOBA shall be released from all liability for any indebtedness from Referring Party to such salespersons. Referring Party agrees not to employ any person until Referring Party has supplied CFOBA with full particulars regarding such person, on the form furnished by CFOBA, giving the person’s name, record, previous occupation, etc., and until CFOBA’s assent to such employment has been received.

24. MODIFICATION AND TERMINATION

CFOBA at any time may alter and change the boundaries and territory covered by this relationship agreement. The relationship created by this agreement may be terminated by either party by written notice mailed or delivered to the last known address of the other party. This agreement covers all agreements between Referring Party and CFOBA.

25. NOTICE

Notices under this agreement are to be delivered to the parties at the addresses first listed above. Notices may be delivered by mail, fax or email.

26. CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable Law, no party shall, in any event, be liable to any other Person, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

26. GOVERNING LAW

The enforcement and interpretation of this agreement shall be governed by the laws of the Colorado.

The parties have executed this agreement the day and year first above written.

CFO Business Advisors, LLC (“CFOBA”)

REFERRING PARTY (“Referring Party”)

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title