

REFERRAL PARTNER AGREEMENT

Date: _____

Thank you very much for your interest in working with Daylyte Marketing, Inc. Please review the terms of this Agreement and provide your execution herein. We are very excited to partner with you.

Contents

Schedule 1: Statement of Partnership..... 3

- 1. Overview
- 2. Start Date
- 3. Goals

Referral Agreement..... 5

- 1. Purpose
- 2. Referral Arrangement
- 3. Compensation
- 4. Term
- 5. Confidentiality
- 6. Termination
- 7. Representation & Warranties
- 8. Indemnity
- 9. Limitation of Liability
- 10. Disclaimer of Warranties
- 11. Severability
- 12. Waiver
- 13. Legal Fees
- 14. Legal and Binding Agreement
- 15. Governing Law and Jurisdiction
- 16. Entire Agreement

Execution..... 11

SCHEDULE 1: STATEMENT OF PARTNERSHIP

Overview

This agreement is designed to outline the referral partner relationship with Daylyte Marketing, Inc. and _____

Start Date

This Partnership begins on _____

Scope of Work

The purpose of this agreement

Goals

1. Generate business and revenue for both parties by referring Daylyte Marketing, Inc. quality business leads

Referral Agreement

This Referral Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between Daylyte Marketing, Inc., with an address of 20436 Via Madrid, Yorba Linda, CA 92886 (the “**Company**”) and _____, with an address of _____, (the “**Affiliate**”), also individually referred to as “**Party**”, and collectively “**the Parties**.”

1. **Purpose.** Company is engaged and skilled in the areas of digital marketing and consultation. The Company wishes to gain additional clients/customers for marketing services. The Affiliate is in a position to refer potential clients/customers to the Company.
2. **Referral Arrangement.** Upon the Effective Date of this Agreement, the Affiliate may, from time to time, refer potential clients/customers to the Company. The Company will pay the Affiliate a fee for these referrals.
3. **Compensation.** Compensation. The Company shall pay the Affiliate an amount equal to ten percent (10%) of all monthly payments actually received by the Company from the referred client under the client’s initial contract with Daylyte Marketing, Inc. Such compensation shall apply only for a period of up to twelve (12) months from the effective date of the initial contract, regardless of any renewals, extensions, amendments, or subsequent agreements. A “successful referral” is defined as a referral that becomes a client/customer of Daylyte Marketing, Inc. under an executed contract. The Company shall not pay the Affiliate for any unsuccessful referral, defined as a valid referral candidate that does not become a client/customer of the Company through no fault of either the Affiliate or the Company. A “valid referral candidate” is a potential client/customer that meets the specifications stated in Section 1 above. Affiliate compensation shall be payable within thirty (30) days after the Company’s receipt of each applicable monthly payment from the referred client. No affiliate compensation shall be owed or paid unless and until the Company has received payment from the referred client.
4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue indefinitely.

5. **Confidentiality.** During the course of this Agreement, it may be necessary for the Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Affiliate in order for the Affiliate to seek out potential referrals. The Affiliate will not share any of this proprietary information at any time. The Affiliate also will not use any of this proprietary information for the Affiliate's 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 15 days written notice to the other Party. Upon termination, the Company shall continue to pay the Affiliate all compensation due and any future compensation owed for referrals made prior to the date of termination, but not yet paid.
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, or 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.** The Affiliate shall refer potential clients/customers as requested by the Company. THE AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE AFFILIATE HAS NO RESPONSIBILITY TO THE COMPANY IF THE REFERRALS DO NOT LEAD TO THE 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 future 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 of California. This Agreement shall be governed by California 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.

daylyte marketing

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

Company

Daylyte Marketing, Inc.
20436 Via Madrid, Yorba Linda, CA 92886
partnerships@daylytemarketing.com

Affiliate

Execution

Daylyte Marketing, Inc.

signed

signed

name

name

date

date