



Referral Partner Agreement

This Mutual Referral Partner Agreement (the “Agreement”) is made and entered into on this ___ day of _____, 2023 (“**Effective Date**”) by and between Brandlive Inc. located at 3303 N Mississippi Ave, Suite 200, Portland, OR 97227 (“**Brandlive**”) and _____, located at _____ (“**Referral Partner**”).

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Appointment. Brandlive hereby appoints Partner, and Partner hereby accepts such appointment, as a non-exclusive referral partner for the referral of the certain customers to Brandlive for the services which are described in the [Master Product List](#) available at the foregoing link and provided by Brandlive (“**Brandlive Services**”). Partner will be responsible for any costs Partner incurs in connection with Partner’s performance its obligations under this Exhibit.
2. Obligations. Partner agrees to: (i) transmit to the Brandlive without delay any order, inquiry or complaint concerning such Brandlive’s services; (ii) not make any representation, warranty or guarantee concerning the Brandlive Services, except as expressly authorized in writing; (iii) not directly or indirectly sell, solicit the sales of, market, distribute or promote any product or services that are competitive with the Brandlive Services; (iv) obtain and maintain all permits, licenses and government registrations necessary or appropriate and make all filings with governmental authorities required by applicable law; (v) conduct business in a manner that reflects favorably on Brandlive’s goodwill and reputation, avoid deceptive, misleading or unethical practices and make no false or misleading representations with regard Brandlive Services; and (vi) comply with all applicable laws and regulations in performing its obligations under this Agreement. Partner agrees that Partner is responsible for ensuring that the content or materials that Partner creates for customers complies with applicable law and that such content does not infringe upon the intellectual property rights of any third party.
3. Acceptance of Leads. When Partner believes that a particular lead represents a valid sales prospect for the Brandlive Services, Partner will notify Brandlive by registering the lead name along with sufficient contact information to www.brandlive.com/partners (and, upon submission, each lead a “**Lead**” and the registration email a “**Lead Registration**”). Each Lead Registration is subject to acceptance or rejection by Brandlive, in its sole discretion. Brandlive may reject a Lead Registration for any reason, including where (i) Brandlive is already in contact with such Lead; (ii) another party submitted the Lead to Brandlive; (iii) the Lead is already a customer of Brandlive; or (iv) the Lead Registration did not contain sufficient or accurate information. Brandlive will use commercially reasonable efforts to accept or reject a Lead within 5 business days of receipt of the Lead Registration. Once accepted, Brandlive will initiate contact with the Lead and issue the Lead an order form for execution for Brandlive Services (once executed, an “**Order**”). If an accepted Lead does not result in an executed Order

within six (6) months of Brandlive's acceptance of the Lead Registration, the Lead Registration will terminate and no fees shall be due or payable with respect to such Lead, even if a sale is completed after such six-month period. A terminated Lead Registration may not be resubmitted. The parties agree that completion of the Lead Registration process, the execution of the Order, and the Lead's payment of the fees specified in such Order are conditions precedent to the payment of the Referral Fee described in Section 5 below.

4. Pricing and Terms of Purchase. The terms and conditions applicable to the Brandlive Services are those terms entered into between Brandlive and the applicable Lead pursuant to the Order. Brandlive will determine the pricing, payment and any other terms and conditions applicable to any Brandlive Services and may change any of the foregoing terms in Brandlive's sole discretion; provided that, Brandlive agrees not to decrease the fees charged to a customer for the purposes of recouping any of the referral fees.
5. Referral Fees. During the term of this Agreement, Brandlive shall pay Partner a fee equal to ten percent (10%) of the Net Revenue of the Lead's events which occur during the first twelve months following the execution of the Order and for which payment is actually received by Brandlive ("**Partner Referral Fee**"). For purposes of clarity, the Partner Referral Fee is deemed earned upon Brandlive's receipt of full payment of the fees specified in an Order. Partner Referral Fee payments due hereunder shall be made by Brandlive within thirty (30) days of Brandlive's receipt of full payment from the applicable customer. Brandlive will provide Partner a statement showing Partner Referral Fees earned and any deductions made during the period covered by the statement. The statement and corresponding payment of Partner Referral Fees will be deemed to be correct and accepted for all purposes unless Brandlive receives an objection in writing from Partner within 30 days after the date of the statement. "**Net Revenues**" means the gross revenue specified in an Order, as applicable, less deductions for (i) credits or discounts; (ii) import, export, value added, excise and sales taxes, tariffs, and custom duties; (iii) customary rebates, cash and trade discounts, in each case actually taken; and (iv) any travel and incidental expenses, any pass-through costs or licenses that are passed through to a customer without markup.
6. Relationship. The parties are independent contractors. Referral Partner is not an employee or agent of Brandlive and Referral Partner's employees are not employees or agents of Brandlive. Other than the limited rights set forth in this Agreement, Referral Partner does not have, nor will hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Brandlive. Referral Partner will conduct its business in a professional manner and with the highest standard of care. In carrying out its obligations under this Agreement, Referral Partner will not act in a manner that is deceptive, misleading or unethical. Referral Partner will not make any statement which is false or misleading regarding the Services or which disparages Brandlive.
7. Marketing Materials. Each party will furnish or make available to the other party relevant advertising materials and such other information that may be necessary to market the services to prospective customers. Such materials are the exclusive property of the party providing the materials. Brandlive hereby grants Referral Partner permission to publish and display Brandlive's name and logos on Referral Partner's website and to distribute Brandlive provided marketing materials to prospective customers. Referral Partner hereby grants to Brandlive permission to publish and display Referral Partner's name and logo on Brandlive's website and to distribute Referral Partner provided marketing materials to prospective customers. Other

than the express rights granted in this Agreement, nothing contained in this Agreement will be construed to grant Referral Partner any right, title or interest in or to any Brandlive intellectual property or any portion thereof.

8. Warranty and Disclaimer. Each party represents and warrants that (a) it has the right and authority to enter into this Agreement and to perform its obligations without the need to obtain any additional consents or approvals; and (b) the performance of its obligations under this Agreement will not breach or be in conflict with any other agreement to which that party is bound. Brandlive makes no representations or warranties to Referral Partner with respect to the Brandlive's services.
9. Indemnity. Partner will defend, indemnify and hold Brandlive and its affiliates, officers, directors and employees harmless against third party claims, arising out of Partner's breach of this Agreement or its negligent acts or omissions arising out of or connected to its performance under this Agreement. Brandlive will defend, indemnify and hold Partner and its affiliates, officers, directors and employees harmless against third party claims, arising out of Brandlive's breach of this Agreement or its negligent acts or omissions arising out of or connected to its performance under this Agreement.
10. Liability Limitation. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTION 11 OR A PARTY'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTION 11, A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR REFERRAL PARTNER'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$25,000. THE PARTIES ACKNOWLEDGE THAT THE TERMS HEREOF REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTY'S WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.
11. Confidentiality. The term "**Confidential Information**" means any and all information or material that is proprietary or confidential to a party, whether or not marked as confidential or proprietary and whether or not such information is directly or indirectly disclosed, or whether or not disclosed orally or in written or electronic form, which relates to a party's past, present or future research, development, designs, finances, business activities, pricing, know-how, trade secrets, product roadmaps, customer or prospective customer lists, or vendor lists. In the case of Brandlive, Confidential Information includes any information provided to Referral Partner, including customer name, requirements, or customer event information. Confidential Information does not include information that (a) is publicly available or otherwise publicly disseminated, provided that entry of such information into the public domain, or such public dissemination, is not the result of acts by the party receiving the Confidential Information ("**Receiving Party**") in violation of this Agreement; (b) at the time received by the Receiving Party, is already rightfully and lawfully in its possession or known to it; or (c) is subsequently disclosed to the Receiving Party by a third-party that has the right to make such disclosure. The Receiving Party agrees to (i) hold in confidence and not disclose, or use for its own or for any third party's purposes, the Confidential Information of the Party disclosing such Confidential Information ("**Disclosing Party**"); (ii) use the same degree of care, but no less than

a reasonable degree of care, to protect Confidential Information from unauthorized access or disclosure; and (iii) promptly report to the Disclosing Party any unauthorized disclosure of Confidential Information of which the Receiving Party becomes aware. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose the Confidential Information of the Disclosing Party pursuant to a request of a governmental agency or a subpoena, order or other such legal process or requirement of law; provided that, the Receiving Party will (x) to the extent allowed by law, provide the Disclosing Party with notice of such request and allow the Disclosing Party an opportunity to respond to such request; (y) furnish only such portion of the Confidential Information the Receiving Party is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the portion of the Confidential Information that is required to be disclosed. Within thirty days after the termination of this Agreement, or after written request of the Disclosing Party, the Receiving Party will promptly: (1) return all Confidential Information and all copies thereof; (2) destroy all of its files and memoranda prepared based on the Confidential Information; and (3) provide the Disclosing Party with a written certification that all such information and materials have been returned or destroyed. Receiving Party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party has the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 12, in addition to any other available remedies which may be available to the Disclosing Party.

12. Term and Termination. This Agreement will begin on the Effective Date and will continue until terminated as provided in this Section 12. Either party may terminate this Agreement upon 10 days' prior written notice. Either party may terminate this Agreement immediately in the event the other party is in material breach of this Agreement. In the event of any termination of the Agreement or this Exhibit, other than Brandlive's termination due to Referral Partner's breach of the Agreement, Brandlive will pay to Referral Partner any referral fees which become due pursuant to the terms of this Exhibit with respect to Net Revenues actually received by Brandlive from a Lead which Lead was accepted prior to the effective date of termination.
1. Insurance. During the term of this Agreement and for one year thereafter, Partner shall maintain the following insurance coverage: (i) commercial general liability insurance including products and completed operations coverage written on an occurrence basis with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; coverage can be provided in a combination of primary and excess liability limits; and (ii) errors and omissions insurance which can be procured either (a) on a per-client project basis (unless such insurance is waived by the client as documented by Partner) with a minimum coverage amount that exceeds the revenue of the applicable client project by at least 5X, or (b) on a calendar basis in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate (collectively, "Policies"). All such Policies shall name Brandlive as an additional insured party and shall be primary to any of Brandlive's insurance policies. The Policies shall not be cancelled without at least thirty (30) days advance written notice to Brandlive.

- 13. Applicable Law. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of Oregon. Any disputes arising out of or related to this Agreement shall be resolved in the state or federal courts located in Multnomah County.
- 14. Attorneys' Fees. If either party hereto commences an action against the other party to enforce any of the terms hereof or because of a breach or threatened breach by such other party of any of the terms hereof, the prevailing party will be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred by such prevailing party in connection with such action, including, without limitation, all reasonable attorneys' fees.
- 15. Assignment. Referral Partner will not assign this Agreement without the prior written consent of Brandlive. Any attempted assignment or delegation without the required consent will be null and void. Brandlive may assign this Agreement without Referral Partner's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of Brandlive's assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their respective heirs, legal representatives, beneficiaries, successors, and permitted assigns.
- 16. Notices. Notices hereunder shall be in writing and shall be sent by internationally recognized overnight courier with tracking capabilities (such as Federal Express) to the address listed above with a contemporaneous e-mail to the business contact of each party.
- 17. Entire Agreement. This Agreement constitutes the entire agreement between Brandlive and Referral Partner concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. Only an instrument in writing that is signed by both parties and specifically states that it is intended to amend or modify this Agreement may amend this Agreement. No party is relying upon any warranties, representations, or inducements not set forth herein. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.
- 2. Waiver. No waiver of breach or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date.

BRANDLIVE INC.

REFERRAL PARTNER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____