

REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is made on _____ [Date] and entered into between _____ [Name of Referral Source, individual or entity], of _____ [address], ("Agent") and US TaxAid Services Series, a Nevada Series LLC subsidiary Cell, of 1135 Terminal Way, Ste. 106, Reno, NV 89502, ("USTAS").

In consideration of the covenants and conditions hereinafter set forth, Agent and USTAS agree as follows:

1. **REFERRALS.** Agent may from time to time refer clients requiring tax preparation and/or tax strategy services to USTAS.
2. **PAYMENT FOR SERVICES.** In consideration for the referrals received from Agent, USTAS shall pay to Agent the following:
 - For each referral received from Agent and closed by a USTAS Sales representative, a **fee equivalent to ten percent (10%) of the initial payment for a tax strategy or tax client sale shall be paid;**
 - For each referral received from and closed by Agent, a **fee equivalent to twenty percent (20%) of the initial payment for a tax strategy or tax client sale shall be paid;**

Examples of current programs and commission rates are found at Schedule A. For clarity, a referral is considered closed at the time USTAS receives a signed Client Service Agreement, a valid credit card, and has processed the initial fee.

3. **PAYMENT TERMS.** USTAS agrees to maintain records of all Agent referrals and resulting purchases, and will prepare regular reports to reflect this information. On a monthly basis, USTAS shall prepare a summary of all Agent referrals and any purchases by said referrals. This summary, along with payment to Agent of any accumulated Fees, will be made within fifteen (15) days after the previous month's end. Agent is responsible for submitting a report within 2 days of the end of the month for all Agent-sourced and closed sales, and their respective sources.
4. **TERM.** This Agreement shall commence on the date above-written and shall remain in place until modified or terminated. Either party may terminate this agreement by providing the other party with ten (10) days written notice, without cause and without further obligation. All outstanding referral fees due to Agent at that time shall be settled in full within thirty (30) days following termination of the Agreement.
5. **CONFIDENTIALITY AND OWNERSHIP.** The parties each recognize and acknowledge that the other possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the parties relating to their products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by either party, or (b) information that subsequently becomes public through no act or omission of either party. Each party agrees that all of their respective confidential information is and shall continue to be the exclusive property of the parties, whether or not prepared in whole or in part by either party and whether or not disclosed to or entrusted to either party's custody. Both parties agree that they shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the other party.

6. **ADVERTISING.** Placement of advertisements and referral methods for USTAS are at the sole discretion of the Agent. However, Agent shall not make promises or issue any warranty either expressed or implied pertaining to the goods or services offered by USTAS unless authorized in writing by USTAS to do so.

7. **INTELLECTUAL PROPERTY.** Agent may make use of USTAS's trademarks, branding, logos or other material, for the sole purpose of promoting USTAS's goods or services. Any such use shall be in accordance with USTAS's Intellectual Property policies. It is expressly understood that this referral agreement does not grant Agent any interest in USTAS's trademarks or any other intellectual property rights.

8. **INDEMNITY.** Where Agent breaches this Agreement resulting in a claim arising against USTAS, Agent agrees to indemnify, defend, and hold harmless USTAS and its successors, officers, directors, agents and employees, from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with said breach.

9. **RELATIONSHIP OF PARTIES.** Agent is an independent contractor to USTAS. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon USTAS's discretion to terminate this Agreement under the provisions of Section 4. Agent further agrees to be responsible for all of Agent's federal and state taxes, withholding, social security, insurance, and other benefits.

10. **OTHER ACTIVITIES.** This is a non-exclusive referral agreement. USTAS may enter into agreements with other agents, and Agent may engage in other referral activities, provided that Agent does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, including marketing competing services to referred clients directly or indirectly, or attempting to induce referred clients to other service providers.

11. **MISCELLANEOUS**

(a) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or the parties relationship with each other, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(b) Governing Law. This Agreement will be governed and interpreted according to the laws of the state of Nevada, without reference to principles of conflicts of laws. The parties expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, if applicable. Each party hereto expressly consents to the personal and exclusive jurisdiction of the state and federal courts located in Washoe County, Nevada.

11. **ENTIRE AGREEMENT.** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

WHEREAS THIS AGREEMENT IS DEEMED EXECUTED on the day and year first above-written.

US TAXAID SERVICES SERIES

Print or type name of Agent

By: _____
Signature

By: _____
Signature

SCHEDULE A

Available Commissions

Getting Started: The current 'Getting Started' program is \$999 initially and a monthly fee thereafter to cover consulting and tax preparation.

Commission for USTAS-provided leads:	\$99
Commission for Agent-provided leads:	\$199.80

Tax Strategy: The current 'Tax Strategy' program is \$5,000 initially with a monthly fee thereafter to cover consulting and tax preparation.

Commission for USTAS-provided leads:	\$500
Commission for Agent-provided leads:	\$1,000