

REFERRAL AGREEMENT

This Referral Partner Agreement (the "Agreement") is made and entered into as of _____ [Effective Date], by and between:

_____ LLC, the enterprise agreement consultant for Drago INC
(Enterprise contract holder with Provider) located at _____

AND

_____ Referral Partner located at _____.

WHEREAS,

- Drago INC ("Drago"), the lead entity under the Master Enterprise Provider Agreement, holds a binding agreement with the LLC consultant listed herein regarding the selling of services and business development for EHP Wellness, and CereSkills, CereMind, CereFit and Brain Hallowell;
- The Consultant is currently contracted with Drago and is bound by the terms of Drago's Marketing Agreement (the "Marketing Agreement");
- The parties to this agreement desire to establish a contractual relationship defining a Referral Partner position to extend and add additional new sold contracted accounts for the benefit of the consultants sales efforts.
- This agreement list the commitment expected by the referral partner to the Consultant's position in the referral structure and define the lineage under Drago INC's marketing structure. This contract will maintain the terms of the Marketing Agreement binding the consultant currently and such terms apply to the referral partner excluding payment for services. All payments due shall be paid direct by the consultant and Drago INC has no requirement to pay the referral partner. Both the consultant and referral partner acknowledge and understand Drago INC has no liability for payment to the referral partner.

NOW, THEREFORE, the parties agree as follows:

1. Consultant's Position and Role

1.1 Lineage Position: The Consultant acknowledges that they are contracted through Drago INC and will operate at the referral partner lineage level in the Consultants referral hierarchy.

1.2 Referral Activities: The Consultant agrees to perform referral activities, business development, and marketing services on behalf of the Consultant, consistent with the terms and obligations outlined in the Marketing Agreement between Drago INC and the Consultant.

2. Referral Structure and Compensation

2.1 Referral Fees: The Consultant will be eligible for referral compensation as stipulated in the Drago Marketing Agreement, which details the commission structure for each successful referral at the second lineage level.

2.2 Referral Criteria: Referral compensation is contingent upon meeting all conditions set forth in the Drago Marketing Agreement, including the completion of necessary documentation, client onboarding, and adherence to the Company's standards and procedures.

2.3 Payment Terms: Referral fees will be paid to the Consultant as per the payment schedule and conditions outlined in the Drago Marketing Agreement, subject to adjustments or changes by the Company or Drago INC, as applicable.

2.4 Consultant shall pay direct to the referral partner an amount determined between the consultant and the referral partner. Drago INC has no responsibility nor legal requirement to pay the referral partner.

3. Compliance with Drago Marketing Agreement

3.1 Binding Terms: The Consultant agrees to be bound by all terms, conditions, and obligations specified in the Drago Marketing Agreement, including but not limited to compliance with marketing practices, confidentiality requirements, and non-compete clauses.

3.2 Primary Responsibility: The Consultant's activities and obligations under this Agreement are governed by the Drago Marketing Agreement. Any breach or non-compliance with the Drago Marketing Agreement will be deemed a violation of this Agreement and may result in termination and forfeiture of any earned referral commissions. Drago INC retains the right to cancel contracts for its interest to include the consultants agreement and the referral partner agreement.

3.3 Updates and Amendments: The Consultant acknowledges that any amendments to the Drago Marketing Agreement will automatically affect the terms of this Agreement, as they relate to referral rights, responsibilities, and commissions.

4. Confidentiality and Non-Disclosure

4.1 Confidential Information: Both parties agree to protect all proprietary, confidential, and sensitive information received from the other party in the course of performing their obligations under this Agreement. The Consultant acknowledges that any information related to Drago INC or the Company is confidential and will not be disclosed or used outside the scope of this Agreement or the marketing agreement without prior written consent.

4.2 Non-Disclosure: The Consultant agrees not to disclose or misuse any confidential information for personal benefit or in a manner that could harm the business interests of the Company, Drago INC, or any affiliated entities.

5. Limitation of Liability

5.1 Indemnification: The Consultant agrees to indemnify, defend, and hold harmless the Company and Drago INC from any claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of the Consultant's actions in performing this Agreement.

5.2 Limitation of Damages: The Company's liability under this Agreement, for any reason, shall not exceed the total amount of referral commissions paid to the Consultant during the previous thirty (30) days immediately preceding the claim.

6. Term and Termination

6.1 Term: This Agreement shall remain in effect until terminated by either party in accordance with the termination provisions herein.

6.2 Termination for Cause: Either party may terminate this Agreement immediately for any breach of the Drago Marketing Agreement or material breach of this Agreement, including failure to perform obligations or violations of confidentiality. Drago INC may intercede at anytime and cancel either or both contracts for cause or not if management deems it in Drago INC best interest by its management.

6.3 Termination without Cause: Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other party.

7. Miscellaneous Provisions

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina or Virginia, without regard to its conflict of law principles.

7.2 Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration, pursuant to the rules of the American Arbitration Association. Mediation is limited to the consultant and the referral part and does not include Drago INC. The parties agree this contract is between the consultant and the referral partner excluding Drago INC to only terms of it marketing agreement.

7.3 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings.

7.4 Amendments: No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

7.5 Force Majeure: Neither party shall be liable for failure to perform under this Agreement due to circumstances beyond their reasonable control, including but not limited to natural disasters, pandemics, acts of war, or governmental actions.

8. Acknowledgment

The Consultant and the referral partner acknowledges and agrees that they have reviewed, understood, and are bound by the terms of this Referral Agreement, including all references to the Drago Marketing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Referral Agreement as of the Effective Date.

Company Name _____

Title _____

Signature: _____

Email: _____

Phone: _____

Date: _____

Consultant Name _____

Signature: _____

Name: _____

Title: _____

Date: _____