

REFERRALS – AGREEMENT/ TERMS and CONDITIONS

Referrer and PROTEO may be referred to as “Party” or collectively as “Parties” hereafter.

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Referrers

- a. Subject to the terms and conditions of the Agreement, Referrer may from time to time refer friends or potential customers (“Potential Customers”) to PROTEO. Referrer shall give PROTEO written notice of Potential Customers by filling out the “Referrals” form on our website, proteoconstruction.com, which must be acknowledged by PROTEO to be valid under this Agreement.
- b. PROTEO, in its sole discretion, shall have the option to enter into or decline to enter into, an agreement with any Potential Customer. In the event PROTEO declines for any reason, to enter into an agreement with any Potential Customer, PROTEO shall have no obligation to Referrer under this Agreement or otherwise with respect to such Potential Customer.
- c. A Potential Customer shall be considered a “Customer” for purposes of this Agreement and PROTEO shall pay a fee to Referrer as set forth below in Section 2 if
 - i. such Potential Customer has
 1. not previously entered into an agreement with PROTEO;
 2. not previously been referred or introduced to PROTEO in writing by any other person; and
 3. not previously been documented as a Customer;
 - ii. and
 1. PROTEO enters into an agreement with any such Potential Customer, upon such terms and conditions acceptable solely to PROTEO and such Potential Customer, within sixty (60) days of such Potential Customer being referred to PROTEO by Referrer, and
 2. All work has been completed and final payment has been collected from Customer for said agreement.
- d. In the event a referral of a Potential Customer is disputed among one or more Referrers, finders or other persons, PROTEO alone shall determine which party is entitled to a fee, if any, with respect to such Potential Customer.

2. Compensation

- a. Referrer will receive a referral fee payment of 2.5% (the “Referral Fee”) of the gross revenue (surcharges excluded). The referral fee payment will cap out at \$2,000 per project.
- b. PROTEO shall pay the Referral Fee earned to Referrer within 5 business days of the final payment collected from Customer. The Referrer shall not be entitled to any payment from PROTEO except as specifically provided herein.
- c. Referral Fee payments may be in any of the following forms at the sole discretion of PROTEO:
 - i. Partial Refund to completed contracts between Referrer and PROTEO
 - ii. Rebate or “money back” for completed contracts between Referrer and PROTEO
 - iii. Cash Payment
 1. In the event that any payments will collectively meet or exceed \$600 in any given tax year, the Referrer will be required and prompted to provide a W-9 tax form, in which will be used by PROTEO to provide a 1099 tax form at the end of the year, as required by law.
- d. PROTEO will make Referral Fee payments to the Referrer in any of the following methods at the sole discretion of PROTEO:
 - i. ACH bank transfer,
 - ii. Check or
 - iii. Cash with receipt

3. Term, Renewal and Termination

- a. The term of this Agreement shall be from the day the Referral Form is submitted (“Effective Date”) and terminate one (1) year from the day Referrer enters into an agreement with PROTEO for work to be performed (“Offer Date”)
- b. Renewal or extension of Referral Agreement may be considered and is based on the sole discretion of PROTEO.
- c. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Customers or Potential Customers introduced by Referrer (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the termination of

this Agreement); provided, however, Referrer shall cease to be entitled to any Referral Fees due to it as of the date of termination if this Agreement is terminated by PROTEO for cause as hereinafter defined. As used herein, "cause" shall mean any breach of sections 4.a, 8.c or 8.d of this Agreement by Referrer. In no event shall the above-referenced list include any parties that were not identified to PROTEO by Referrer as Potential Customers in writing prior to giving the termination notice.

4. Acting as Finder Only: Non-Exclusivity

- a. It is understood and agreed that Referrer is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on PROTEO's behalf, or to negotiate the terms of Potential Customers' agreements with PROTEO. Referrer hereby agrees to indemnify, defend, and hold PROTEO harmless and from any and all claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Referrer or the breach thereof.
- b. Referrer acknowledges that PROTEO may enter into Referral agreements or similar arrangements with other parties and that Referrer shall have no rights under such agreements or to any fees for customers referred to PROTEO by others or identified by PROTEO itself.

5. Relationship

- a. Referrer and PROTEO expressly intending that no employment, partnership, or joint venture relationship is created by this agreement, hereby agree as follows:
 - i. neither Referrer nor anyone employed by or acting for or on behalf of Referrer shall ever be construed as an employee of PROTEO and PROTEO shall not be liable for employment taxes respecting Referrer or any employee of Referrer;
 - ii. Referrer shall not make any commitment or incur any charge or expense in the name of PROTEO;
 - iii. Referrer expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referrer nor anyone employed by or acting on behalf of Referrer shall receive or be entitled to any consideration, compensation or benefits of any kind from PROTEO.

6. Indemnification

- a. Each party shall indemnify, defend and hold the other party (and all officers, directors, employees, Referrers, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation, interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with:
 - i. such party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligations hereunder; or
 - ii. negligent acts or omissions or the willful misconduct of such party or its employees, Referrers, contractors or invitees.

7. Liability

- a. Under no circumstances shall either party be liable for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.

8. Explanations

a. Entire Agreement

- i. This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing and signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is intended as a complete and exclusive statement of the terms of the agreement between the parties.

b. Notice

- i. Other than notice by Referrer to PROTEO of a Potential Customer, all notices given and requests made hereunder must be sent via electronic mail to their respective email addresses listed above. The parties may change their email address by notice delivered to the other party.

c. Confidentiality

- i. Referrer acknowledges that by reason of its relationship to PROTEO hereunder, it may have access to certain information and material concerning PROTEO's business, plans, customers, technology, and products that are confidential and of substantial value to PROTEO, which value would be impaired if such information were disclosed to third parties. Referrer agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by PROTEO. In the event of termination of this Agreement, there shall be no use or disclosure by Referrer of PROTEO and disclosure by Referrer of any confidential information of PROTEO and any materials related to PROTEO shall be immediately returned to PROTEO. Referrer acknowledges that the provisions of this Section are reasonable and necessary for the protection of PROTEO and that PROTEO will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Referrer agrees that, in addition to any other relief to which PROTEO may be entitled in the form of actual or punitive damages, PROTEO shall be entitled to seek and obtain injunctive relief from an arbitration panel or

a court of competent jurisdiction for the purposes of restraining Referrer from any actual or threatened breach of such provision. The terms of the Section shall survive termination of this Agreement.

- d. Representations, Warranties and Covenants**
 - i. Referrer represents, warrants, and covenants to PROTEO that at the Effective Date and continuing for the term of this Agreement, that neither the execution and delivery of this Agreement nor the sale of PROTEO services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other agreements to which Referrer is a party or by which it is bound.
- e. Successors and Assigns**
 - i. Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto, and Referrer shall not assign this agreement without the prior written consent of PROTEO.
- f. Governing Law**
 - i. The laws of the State of Utah shall govern this Agreement and Referrer agrees to submit to the jurisdiction of the state or federal courts of Utah.
- g. Authority**
 - i. If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents, and warrants that such party is duly formed or duly qualified and that each person executing this Agreement on behalf of such a party is an officer or member of such party and is duly authorized or execute, acknowledge, and deliver the Agreement to the other party.
- h. Counterparts**
 - i. This Agreement may be executed in one or more counterparts and Referrer's submittal of the Referral form shall be sufficient to indicate acceptance by the Referrer.