

Online Referral Partner Sign-Up Form

This Online Referral Partner Sign-Up Form is part of the Referral Partner Agreement between CleanBrain Software, Inc. (hereinafter “Software Provider”, “we”, “us”, or “our”) and the company or individual defined below (hereinafter “Referral Partner”, “you”, or “your”) (hereinafter “Agreement”). The terms and conditions of the Agreement along with its definitions including, but not limited to, the definition of CleanBrain are referenced in and/or attached to this Online Referral Partner Sign-Up Form. By signing below, you agree to the Agreement and this Online Referral Partner Sign-Up Form.

**Referral Partner (you):**

Company/Individual Name: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

“Doing Business As” Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Country: \_\_\_\_\_

Main Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Best Phone Number: \_\_\_\_\_

“Referral Partner”, “you”, or “your”

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

If an individual:

\_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

## Referral Partner Agreement:

This Referral Partner Agreement (hereinafter "Agreement") is entered into by and between CleanBrain Software, Inc., a Utah corporation in the USA, which may do business under the name of "CleanTelligent Software", doing business at 460 North University Ave., Suite 203, Provo, Utah 84601, USA (hereinafter "Software Provider", "we", "us" or "our"), and the company or individual placed on the Online Referral Partner Sign-Up Form attached hereto and by this reference made a part hereof (hereinafter "Referral Partner", "you" or "your"):

### RECITALS

A. WHEREAS, Software Provider is in the business of providing software as a service (SAAS), which is sometimes referred to as "CleanTelligent Software", in the janitorial, cleaning and building maintenance industries, and other industries with similar jobs to be done (hereinafter "Software").

B. WHEREAS, Referral Partner desires to share ongoing revenue from those whom Referral Partner introduces and refers to Software Provider who then pay Software Provider to use its Software.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software Provider and Referral Partner agree as follows:

#### When you do this

1. **Introduction and Referral.** You send an email to a third party introducing them to us and our Software, encouraging them to engage with us to learn more, and copy (CC) us on the email.

#### We will do this

2. **Sign Up.** Using your introduction, we will engage with such third party referred and pursue signing them up to use our Software. You are welcome to continue to encourage them to sign up to use our Software.

#### And pay you this

3. **Payments.** Once such third party referred signs up to use our Software within the time period below, we will pay you ten percent (10%) of all monthly recurring revenue they pay us each month, paid to you within thirty (30) days after the end of each calendar quarter.

4. **Time Period.** In order for you to get paid by us for referring such third party to us, they must sign up to use our Software within ninety (90) days of the email you sent to them in which we are copied. If you are actively involved in encouraging them to sign up to use our Software during such period we will continue to extend such period for another ninety (90) days, and so forth extending each period accordingly as long as you are continuing to be actively involved in encouraging them to sign up to use our Software.

### Miscellaneous

5. **Relationship of the Parties.** Referral Partner acknowledges and agrees that the relationship created under this Agreement is that of independent contractors. This Agreement does not in any way create the relationship of principal and agent, franchisor and franchisee, partners, or employer and employee between the parties, and in no circumstances shall either party be considered the agents or employees of the other party. Neither Software Provider nor Referral Partner shall act or represent itself, directly or by implication, as agent or employee of the other, or in any manner assume or attempt to assume or create any obligation or make a contract, agreement, representation or warranty on behalf of or in the name of the other, except to the extent authorized in writing by such other, and except as otherwise specified in this Agreement. Except as otherwise provided in this Agreement, neither Software Provider nor Referral Partner shall guarantee the obligations of the other. This Agreement does not in any way infer or contemplate that Software Provider is offering a franchise, business opportunity, or sales or marketing program to Referral Partner. There are no representations, assurances or guarantees of any profits made by Software Provider to Referral Partner pursuant to this Agreement. Referral Partner agrees that Software Provider is not providing a sales program or marketing program to Referral Partner. Referral Partner is wholly responsible for its own sales and marketing efforts and activities. Software Provider is not providing any accounts, locations, customers, or names of anyone who could assist Referral Partner in such a way.

6. **Term and Termination.** The term of this Agreement commences on the date written below and continues until terminated. This Agreement may be terminated by either party at any time thirty (30) days after delivery of written notice of termination of this Agreement to the other party, with or without cause. Notwithstanding the foregoing, upon termination of this Agreement the following shall occur: (a) Referral Partner will continue to receive payments for those third parties referred to Software Provider by Referral Partner as set forth herein prior to termination of this Agreement; and (b) Referral Partner will not receive any such payments for any third parties referred after termination of this Agreement.

7. **Miscellaneous.** This Agreement is fully assignable by Software Provider. This Agreement is personal to Referral Partner and may not be assigned. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be governed, construed and interpreted in accordance with the laws of Utah, and the parties attorn to the exclusive jurisdiction of Utah to resolve any disputes. All notices given or made under this Agreement shall be in writing, shall be effective upon receipt, and shall be delivered to the other party at the address set forth above and on the Online Referral Partner Sign-Up Form or at such other address designated by written notice by the party the address relates to. The headings herein are for reference only and shall not define or limit the provisions hereof. No party shall be deemed in violation of this Agreement if prevented from performing any obligation hereunder by reason of acts of nature or other acts of war, strikes, terrorism, epidemics, and the like beyond the control of such party. The parties acknowledge and agree that this Agreement constitutes the entire agreement between them with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, whether written or oral, as may relate to the same, are hereby superseded by this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by a court or tribunal, whether due to particular time limits, unreasonableness or otherwise, it is agreed that the provision in question shall be reduced or otherwise modified by such court or tribunal, but only to the extent necessary to permit its enforcement and only in such court's jurisdiction. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors, and administrators. This Agreement shall be effective when this Agreement is signed by an authorized officer of Referral Partner (if a company) or the individual on the Online Referral Partner Sign-Up Form. The signatory on the Online Referral Partner Sign-Up Form hereby confirms that it is an authorized officer for Referral Partner (if a company) and has authorization to enter into this Agreement on behalf of such company listed for which it is signed for. Electronic signatures on this Agreement (or the Online Referral Partner Sign-Up Form for the Agreement) shall be deemed original signatures.

End of Agreement

Rev. 11/18/19

Online Referral Partner Sign Up Form Agreement 11.18.2019