

Complete and return this form to David Miles, E.A., by email or fax to start referring to 20/20 Tax Resolution, today.

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REVENUE SHARE AGREEMENT

This Referral Agreement (this "Agreement") dated _____, 2017 by and between 20/20 Tax Resolution, Inc. ("20/20") and _____ ("Referrer"):

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. Definitions. The following terms have the following meaning:

1.1 "Potential Client" means any person or entity referred by Referrer to 20/20 for tax resolution services.

1.2 "Engagement" means a 20/20 standard form agreement entered into between 20/20 and its clients under which 20/20 performs tax resolution services for its clients.

1.3 "Customer" means a Potential Client who (a) had not before the referral by Referrer entered into a Retainer Agreement; (b) was not previously solicited or contacted by 20/20 for tax resolution services; and (c) who, within ninety (90) days of the Potential Customer being referred to 20/20 by Referrer, pays a retainer to 20/20 and enters into a Retainer Agreement.

1.4 "Referral Fee" means 10% of fees collected from original Engagement for tax resolution services rendered by 20/20.

2. Referral of Potential Clients and Consideration for Referrer.

2.1 During the term of this Agreement Referrer shall refer Potential Clients to 20/20. Referrer covenants and agrees it shall, when referring a Potential Client, not make any statements regarding 20/20 and its services that are untrue and/or misleading.

2.2 20/20, in its sole discretion, shall have the option to enter into, or decline to enter into, an Engagement with any Potential Customer. If 20/20 declines, for any reason, to enter into an Engagement with any Potential Customer, 20/20 shall have no obligation to Referrer under this Agreement or otherwise with respect to that Potential Customer.

2.3 If a Potential Client becomes a Customer 20/20 shall pay Referrer the Referral Fee. The Referral Fee shall be paid within thirty (30) days after 20/20 receives its initial Fee and the executed Engagement from the Customer. If the Fee is paid by more than one payment the Referral Fee will be paid within 30 days of each of client's payment. If after the Referral Fee is paid to Referrer the Engagement is terminated by either party for any reason and the Customer receives a refund, in whole or in part, of the initial fee it paid, Referrer shall reimburse 20/20 the full Referral Fee within thirty (30) days after receiving notice from 20/20 of the refund and termination of the Engagement. With respect to any Customer, the outcome of negotiations for tax resolution with federal and state taxing authorities is subject to factors which cannot be

foreseen, it is understood and agreed, therefore, that no guarantees are made concerning the outcome or success.

3. No Business Relationship, Agency or Employment and Liability.

3.1 Each party is not, and shall not represent or hold itself out to be an employee or agent of the other party for any purpose whatsoever. Nothing in this Agreement shall constitute or be construed as creating the relationship of a partnership or joint venture, nor are or will the operations of the Referrer and 20/20 be combined in any way. Neither party shall have authority to act for the other in any manner to create any obligation, commitment or debt that would be binding on the other or be responsible for any obligation or expense of the other.

3.2 Except for a claim under law or equity by 20/20 for a violation by Referrer of its covenants and agreements under **Section 5** of this Agreement and to the maximum extent permitted by law, neither party (including its agents, employees, officers, shareholders, and representatives) shall be liable to the other for any indirect, special, incidental, or consequential damages (including, but not limited to damages for loss of business, loss of profits or investment, or the like), regardless of the form of action, whether based on breach of contract, breach of warranty or tort (including negligence) or otherwise. Except for a claim under law or equity by 20/20 for a violation by Referrer of its covenants and agreements under **Section 5** of this Agreement the maximum extent either party (including its agents, employees, officers, shareholders, and representatives) shall be liable to the other for actual damages for any cause whatsoever shall be limited to the amount actually paid Referrer under this Agreement.

4. Term and Termination.

4.1 The initial term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”) and shall automatically renew for successive one (1) year periods (a “Renewal Term”) unless sooner terminated.

4.2 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 referrals involving Customers and Potential Customers introduced by Referrer to 20/20. That list shall be agreed to and signed by both parties and shall control all claims for Referral Fees after the termination of this Agreement. Referrer shall be entitled to the Referral Fee for Potential Customers who become, and meet the criteria of, a Customer which includes, but is not limited to **Section 1.3(d)**.

5. General Provisions.

5.1 This Agreement may be executed in one or more counterparts (and facsimile signatures shall be sufficient to indicate acceptance by the parties), each of which shall be original, and all of which shall constitute one and the same instrument. The language of this Agreement shall be construed as to its fair meaning and not strictly for or against either party.

5.2 This agreement shall be binding upon, and inure to the benefit of, the parties, their personal and legal representatives, guardians, successors, and their assigns.

5.3 This Agreement represents and contains the entire agreement and understanding between Referrer and 20/20 with respect to its subject matter, and it supersedes all prior oral and written agreements and understandings. No representation, warranty, condition, understanding, or agreement of any kind with respect to the subject matter of this Agreement will be relied upon by

either party unless specifically incorporated in this Agreement. This Agreement is intended to be a binding contract between the parties and shall not be modified, except by writing signed by both parties.

5.4 Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

5.5 This Agreement shall be deemed to have been made in the state of Colorado and shall be construed and enforced in accordance with, and the laws of Colorado hereof shall govern the validity and performance without reference to principles of conflict of laws thereof. Jurisdiction shall be in the State of Colorado and venue in Broomfield County Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed to be effective on the Effective Date.

20/20 TAX RESOLUTION:

REFERRER: _____

By _____
Title: _____ Date

By _____
Title: _____ Date