



## MUTUAL REFERRAL AGREEMENT

This Referral Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, ("SHOW") and WINJECT INC a Broadcasting Media Corporation ("WINJECT STUDIOS"), who individually may be referred to herein as a "Party" and who collectively may be referred to herein as the "Parties."

WHEREAS, Company/Show is engaged in the business of \_\_\_\_\_; and

WHEREAS, WINJECT STUDIOS presents podcasts, livestream & media personalities empowering them with a community and hosting platform.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereto hereby agree as follows:

- PARTY OBLIGATIONS.** During the Performance Period outlined below in paragraph two (2) and for the consideration discussed in paragraph six (6), each Party will use its best efforts to make **introductions** between the other Party and high net wealth individuals, event hosts, sponsors, and channel partners for potential investment, endorsement, branding, marketing, partnerships, and other potential company relationships.
- PERFORMANCE PERIOD.** The Performance Period of this Agreement shall commence on the **Effective Date** stipulated above and, unless terminated earlier in accordance with paragraph three (3) below, will continue for a period of **one (1) year** ("Term"). After the **one (1) year** performance period has expired, the performance obligation, discussed above in paragraph one (1), will automatically renew for a successive term of **one (1) year** (each, a "Renewal Term").
- TERMINATION.** Either Party reserves the right to terminate this Agreement: (i) in the event of bankruptcy, insolvency, or assignment for the benefit of creditors of the other Party; (ii) or upon providing the other Party with **thirty (30) day** written notice. Further, either party may terminate this Agreement if the other Party materially breaches the Agreement and fails to cure such breach within **thirty (30) days** after written notice of the breach has been served by Federal Express or United States Postal Service, or Express Mail to the address for the Party alleged to be in breach that is set forth in this Agreement or to such other address for that Party as may be provided in writing from time to time by each Party. Any notice under this Agreement shall be deemed as effective on the postmarked date the notice is sent by Federal Express, USPS, Express Mail, or other confirmed mail.
- PLACE WHERE SERVICES WILL BE PERFORMED.** Parties will perform most of their obligations at their usual place of business in accordance with this Agreement. Parties contemplate that from time-to-time parties will perform their obligations under this Agreement at place(s) as may be mutually agreed upon or at **WINJECT STUDIOS** headquarters as long as prior approval is given.

5. **COVENANTS OF PARTIES.** Each Party covenants and agrees that, in performing its respective obligations under this Agreement, it will:

- a. Comply with all federal and state laws and other applicable laws and regulations;
- b. Not make any representations other than those authorized by the other Party; and
- c. Not publish, circulate, distribute, disseminate or otherwise use any materials or documents other than materials provided by or otherwise approved by the other Party.

6. **CONSIDERATION.**

a. **Introduction/ Referral Fee.** As compensation for the obligations listed above in paragraph one (1), and subject to the terms and conditions of this Agreement, the Party making the referral shall be entitled to **ten percent (10%)** of the net profits of all partnerships, deals and business opportunities that it introduces to the other Party and such fee shall increase to **twenty percent (20%)** of net revenues, if those same deals are both introduced and closed by the referring Party (“Referral Fee”).

- i. Payments owed to the referring party will be paid by the **1<sup>st</sup>** day of every month for monies attributable to the referring Party’s introductions. Payment schedules may vary by month or as mutually agreed upon between the Parties. Amounts owed will be discussed prior to payments being sent.
- ii. Refunds or partial returns by partners introduced by the referring Party where a Referral Fee has already been received will be deducted from future payments owed to the referring Party.
- iii. The referring Party is only entitled to the Referral Fee for “new companies” introduced to the other Party. “New companies” are defined as high net wealth individuals, event hosts, sponsors, channel partners, and companies that the other Party has no prior business relationship with.
- iv. The referring party is entitled to the Referral Fee for every agreement that generates actual monies with new partners and no other forms of consideration.
- v. Referring Party is entitled to the Referral Fee for actual monies generated from new partnerships for a period of six (6) months from the date of introduction. Thereafter, the referring Party will not be entitled to further fees from continuing business with such referral.

7. **FORCE MAJEURE.** If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

SHOW INITIAL \_\_\_\_\_

WINJECT INITIAL \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have placed their signatures hereon on the day and year first above written.

Company: \_\_\_\_\_

Show: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SHOW INITIAL \_\_\_\_\_

WINJECT INITIAL \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1. INDEPENDENT CONTRACTOR**

Both the Contractor and WINJECT agree that Contractor will act as an independent contractor in the performance of Contractor's duties under this Agreement. Nothing contained in this Agreement shall be construed to imply that Contractor, its agents, or other authorized representative of Contractor, is a partner, joint venturer, agent, officer, or employee of WINJECT. Contractor's employment is "at will" according to the laws of the state of California.

### **2. COMPENSATION TO CONTRACTOR**

Contractor will be solely responsible for payment of all taxes on compensation paid to it by WINJECT and will file all required local, state and federal tax returns and make all payments required to be made to any federal, state or local tax authority with respect to Contractor's receipt of compensation under this Agreement. Contractor acknowledges that the WINJECT will not withhold taxes or be responsible for unemployment insurance, worker's compensation insurance, health insurance or disability insurance with respect to Contractor.

### **3. CONFIDENTIAL INFORMATION**

The Parties hereto acknowledge and agree that, during the performance of this Agreement, each Party ("**Receiving Party**") may receive or have access to certain information (whether written or oral) belonging to the other Party ("**Disclosing Party**"), including without limitation the terms and conditions of this Agreement, and information about the Disclosing Party's business operations, technology and analytics. Without regard to whether said information would be deemed confidential or otherwise important to the Disclosing Party under applicable law, both Parties hereto acknowledge and agree that said information provided or available hereunder shall conclusively be deemed confidential to the Disclosing Party (collectively, "**Confidential Information**"), unless said information is (i) commonly known to the public or is readily ascertainable from sources available to the public, or (ii) is already known by the Receiving Party as verified by its business records.

The Parties hereto agree to limit access to, and disclosure of, any said Confidential Information to its employees, attorneys or accountants, and then only to the extent necessary for said persons to perform their duties hereunder.

In the event either Party receives notice of any order (actual or potential) requiring disclosure of confidential information hereunder, said Party shall (i) promptly give written notice thereof to the other Party to this Agreement, and (ii) take reasonable steps to oppose said disclosure and/or to implement appropriate safeguards to limit the disclosure of said information, as may be applicable under the circumstances.

### **4. NON-DISPARAGEMENT**

Parties mutually agree that, during the term of this Agreement and for one (1) year thereafter, the Parties, including their respective employees, officers and/or spokesperson(s), will not make any statement or take any action that disparages, is derogatory or is otherwise damaging to WINJECT, its subsidiaries and/or affiliates and their respective, officers, employees and/or members. Violation of this provision is hereby deemed an incurable, material breach allowing for immediate termination of this Agreement in the sole discretion of WINJECT.

### **5. INDEMNIFICATION**

Each Party hereto (the "**Indemnifying Party**") agrees to indemnify, hold harmless and defend at its sole expense (collectively, "**Indemnify**" and "**Indemnification**") the other Party (the "**Indemnified Party**") from and against any and all third-party claims, damages, and liabilities, including any and all expenses and costs, legal or otherwise, arising out of, or in any manner related to, any breach of this Agreement, wrongful acts or omissions (both civil and criminal) or other violation of applicable law by the Indemnifying Party, its subcontractors, agents, or employees (collectively, "**Third-Party Claims**").

The Indemnified Party shall promptly notify the Indemnifying Party of the existence of any such Third-Party Claim, for which it is seeking Indemnification hereunder, and upon reasonable request by the Indemnifying

settle the claim, demand, or other matter on behalf, for the account, and at

Party and at no expense to the Indemnified Party, shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the indemnifying party shall at all times also have the right to fully participate in the defense. If the indemnifying party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, indemnified party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or

SHOW INITIAL \_\_\_\_\_

WINJECT INITIAL \_\_\_\_\_



the risk, of the indemnifying party.

The rights and obligations of the Parties under this Section shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties.

#### **6. ALTERNATIVE DISPUTE RESOLUTION**

(A) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between officials of each Party who have authority to settle the controversy.

(B) If the matter has not been resolved by negotiation within thirty (30) days, the parties shall attempt in good faith to settle the dispute by mediation.

(C) If the matter has not been resolved by mediation within ninety (90) days of the initiation of such procedure, then the Parties shall subject themselves to binding arbitration in which Parties agree to arbitrate all claims. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association (or similar).

#### **7. MISCELLANEOUS**

(A) This Agreement shall be constructed and interpreted in accordance with and governed by the laws of the State of California, except as required by law or regulation.

(B) The Parties agree that if Section 6 of this Terms and Conditions becomes void or inapplicable for any reason, the federal or state courts.

(C) In the event of any dispute between WINJECT and Contractor, in connection with this Agreement, Contractor warrants and represents that Contractor will seek remedies against WINJECT, only, and Contractor will not bring or commence any action whatsoever against any officer, director, agent, representative, or member of WINJECT, in an individual capacity. If any court or arbitrator of competent jurisdiction shall agree to hear a dispute action brought by Contractor against any officer, director, agent, representative or member of WINECT, in an individual capacity, the aforementioned officer, director, agent, representative or member of WINJECT against whom such an action has been commenced may use this paragraph as a full and complete defense to any such action, and Contractor shall be liable for any costs and attorney's fees incurred by the officer, director, agent, representative or member defending such action. If either Party to this Agreement brings an action on this Agreement, the prevailing Party shall be entitled to reasonable expenses therefore, including, but not limited to, expenses and court costs.

(D) This Agreement shall inure to the benefit of the Parties hereto, their administrators and successors in interest. This Agreement shall not be assignable by either Party hereto without the prior written consent of the other.

(E) This Agreement and its attached Terms and Conditions contain the entire understanding of the Parties and supersedes all prior agreements, written, oral, or otherwise between them.

(F) No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

(G) If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

(H) These attached terms and conditions shall survive termination of this Agreement as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination.

(I) This agreement may be signed in any number of counterparts,

each of which is an original and all of which taken together form one single document.

SHOW INITIAL \_\_\_\_\_

WINJECT INITIAL \_\_\_\_\_