

INDEPENDENT REFERRAL, COMMISSION & MSO AGREEMENT

1. Parties

This Agreement is entered into by and between Cost Savings University, LLC ("CSU"), a Wyoming limited liability company, located at 30 N Gould St Ste R, Sheridan, WY 82801, and _____ ("Sales Representative").

2. Purpose

Sales Representative may introduce prospective clients or business opportunities to CSU. This Agreement governs commissions, confidentiality, non-circumvention, and liability related to such introductions.

3. Managed Service Organization Disclosure

CSU operates solely as a managed services organization ("MSO"). CSU provides only administrative, marketing, technology, and referral coordination services and does not provide legal, tax, accounting, insurance, medical, clinical, payroll, PEO, or other regulated professional services. All such services are provided exclusively by independent third-party providers who are solely responsible for licensing, compliance, professional judgment, services rendered, fees charged, and outcomes.

4. Commission

CSU shall pay Sales Representative a commission equal to thirty-three percent (33%) of Net Fees actually received by CSU from business directly introduced by Sales Representative. "Net Fees" means amounts received by CSU after third-party vendor costs, refunds, chargebacks, taxes, and processing fees.

5. Independent Contractor

Sales Representative is an independent contractor and not an employee, agent, partner, joint venturer, or fiduciary of CSU. Sales Representative has no authority to bind CSU.

6. Confidentiality

Each party shall keep confidential all non-public business, financial, technical, and client information received from the other and shall not disclose or use such information except as necessary to perform under this Agreement.

7. Non-Circumvention

Sales Representative shall not directly or indirectly bypass, interfere with, or circumvent CSU's relationships with any clients, vendors, partners, or opportunities introduced by or through CSU.

8. Limitation of Sales Representative Liability

To the maximum extent permitted by law, Sales Representative shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages. Sales Representative's liability for any single claim shall be limited to the lesser of (a) commissions paid to Sales Representative during the three (3) months preceding the event giving rise to the claim, or (b) One Thousand Dollars (\$1,000). Sales Representative shall have no liability for negligence, gross negligence, or willful misconduct. Liability shall exist only for knowing and intentional fraud proven by a final, non-appealable judgment.

9. Indemnity Limitation

Any indemnification obligation of Sales Representative is limited to knowing and intentional fraud proven by final, non-appealable judgment and is subject to the same per-claim cap set forth above. Sales Representative shall have no obligation to indemnify CSU for the acts or omissions of CSU or any third-party provider.

10. Term and Termination

This Agreement is effective as of _____ and may be terminated by either party upon thirty (30) days written notice. Commissions earned on Net Fees received prior to termination remain payable.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Wyoming. Any dispute shall be resolved by binding arbitration in Wyoming.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendment must be in writing and signed by both parties.

13. Signatures

Cost Savings University, LLC

By: _____

Name:

Title:

Date:

Sales Representative

By: _____

Name:

Date: