



# Referral Agreement

**This Referral Agreement** (the “**Agreement**”) is made and entered into as of December 23, 2025 by and between **Synozur Alliance, LLC.** (the “**Company**”) and Florin Rotar (the “**Referral Partner**” or “**Referrer**”). The Company and the Referral Partner are each a “**Party**” and collectively the “**Parties**.”

**1. Purpose and Definitions. Purpose:** The Referral Partner frequently **refers new clients** to the Company. This Agreement establishes a formal referral arrangement where the Referral Partner will be compensated for successful referrals. “**Referred Client**” means any new client introduced by Referral Partner that was not already an active lead or customer of the Company. “**Referral Fee**” means the fee payable to Referral Partner for a Qualified Referral (defined below) that results in business closed by Company.

**2. Referral Obligations of Partner.** The Referral Partner will **identify and refer potential clients** to the Company by sharing the prospects’ contact information or arranging an introduction. The Referral Partner shall **make a proper introduction** of the prospect to the Company (for example, via email or meeting) and shall provide any relevant information that can help the Company secure the business. The Referral Partner will not make representations or promises to the prospect on behalf of the Company beyond basic introductory information, and is **not authorized to bind the Company** to any agreement. The Company has sole discretion to decide whether to pursue or accept any referred prospect as a client.

**3. Referral Fee and Payment Terms.** For each Referred Client that **enters into a paid contract** with the Company as a direct result of Referral Partner’s introduction (a “**Qualified Referral**”), the Company will pay the Referral Partner a Referral Fee equal to **10% of the net revenue** actually received by the Company from that client during the first 12 months of the client’s engagement. Net revenue refers to fees for services or products provided by the Company, excluding any taxes, pass-through expenses, or third-party costs. **Payment Schedule:** Referral Fees shall be calculated and paid **after the Company receives payment** from the Referred Client. The Company will remit the earned Referral Fee to the Referral Partner within **30 days** following the end of the month or quarter in which the Company receives payment from the client

(timing can be adjusted as needed; for example, Company may pay quarterly for administrative ease). If the client makes periodic payments (e.g. monthly retainers or milestone payments), the Referral Fee will be paid pro rata on those amounts. **No payment on uncollected amounts:** If the Company does not ultimately collect some or all of an invoice from the client (e.g. due to non-payment or refund), the Referral Fee on that portion is **not earned or must be refunded** if already paid.

**4. Limitations and Conditions.** This Referral Fee applies **only to new clients** that were first introduced to the Company by the Referral Partner. No Referral Fee will be owed if a prospect was already in discussions with the Company or was an existing lead/client of the Company prior to the Referral Partner's introduction (to avoid duplication or conflict). Additionally, the Referral Partner must be the **procuring cause** of the deal - meaning the introduction by the Referral Partner should be a direct link to the client eventually signing with the Company. The Referral Fee is based on the **initial contract or first-year revenue** of the Referred Client. Unless otherwise agreed in writing, the Referral Fee **does not apply to renewals, extensions, or additional business** from that client beyond the first year. (However, the Parties may choose to extend the referral commission by mutual agreement for further years or renewed contracts if desired.) If the client engagement is **terminated early** or reduced in scope, the Referral Fee shall be prorated to the actual revenue received before termination. Both parties agree **not to circumvent** this arrangement - the Company will not bypass the Referral Partner to avoid paying the fee, and the Referral Partner will not attempt to collect fees or commissions directly from the client or act in a way to defeat the Company's rights.

**5. Confidentiality.** The Referral Partner and the Company may each receive confidential or proprietary information about the other's business or about referred prospects/clients in the course of this Agreement. **Each Party agrees to treat the other Party's confidential information with reasonable care** and not to disclose it to any third party without permission. Confidential information includes, but is not limited to, client lists, pricing, contract terms, business strategies, and any non-public information marked or understood to be confidential. The Referral Partner also agrees that any sensitive information about Referred Clients (such as their business needs or plans discussed) will be kept confidential by the Company and used only for the purpose of pursuing that business. Likewise, the Company will share necessary information (e.g. project scope, status of closing the deal) with the Referral Partner to enable effective referrals, and the Referral Partner will keep such information confidential. This mutual confidentiality obligation **survives termination** of the Agreement.

**6. Independent Contractor Relationship.** The Referral Partner's role under this Agreement is that of an **independent contractor**. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Referral Partner and the Company. The Referral Partner has no authority to enter into contracts or make commitments on behalf of the Company (except for the limited purpose of introducing prospects as stated). The Referral Partner will bear any expenses they incur in making referrals (unless otherwise agreed) and is responsible for their own taxes, insurance, etc. related to any referral compensation. The Company will issue any required tax forms (e.g. Form 1099 in the US) for referral fees paid. The Referral Partner is free to engage in other business activities, subject to the non-compete clause below.

**7. Non-Compete and Non-Solicitation.** During the term of this Agreement, the Referral Partner **shall not compete directly** with the Company in the Company's primary line of business, nor solicit or accept business from any Referred Client for services that the Company could provide, outside of this referral arrangement. In particular, the Referral Partner agrees not to provide or offer similar consulting/services as the Company to a Referred Client on their own or on behalf of a competitor, for at least the duration of this Agreement and (if applicable) during any period they are receiving referral commissions from that client. Furthermore, the Referral Partner will **not redirect or refer the same potential client to a competitor** once that client has been introduced to the Company, unless the Company declines to pursue the opportunity or fails to engage the client within a reasonable time. Conversely, the Company agrees it will not solicit the Referral Partner's other contacts or clients (that were not introduced by this Agreement) in a manner that infringes on the Referral Partner's rights - however, general business development by the Company is not restricted. The Referral Partner also agrees not to **solicit any employees or contractors** of the Company to leave the Company for another opportunity during the term of this Agreement. These restrictions are intended to protect both Parties' legitimate interests and **are limited in scope** to the Company's clients and direct competitors. Nothing herein prevents the Referral Partner from pursuing their own independent business or referring clients to others, as long as it does not undermine this Agreement.

**8. Exclusivity and Non-Exclusivity.** Unless expressly agreed otherwise, this Agreement **does not grant exclusivity** to the Referral Partner. The Referral Partner is free to refer business to other companies, and the Company may enter into referral agreements with other partners or accept referrals from any source. No territory or market exclusivity is implied. Each referral will be evaluated by the Company on a

case-by-case basis, and this Agreement does not guarantee that the Referral Partner will achieve any minimum number of referrals nor that the Company will close any referred deal. Both Parties acknowledge that this is a non-exclusive arrangement designed to encourage referrals but not to restrict other business opportunities.

**9. Term and Termination.** This Agreement shall commence on the Effective Date and continue **until terminated** by either Party. Either Party may terminate this Agreement for convenience by giving the other Party at least **\*\* thirty (30) days'** prior written notice**\*\*** (email is acceptable for notice). The Company may also terminate this Agreement immediately for cause if the Referral Partner breaches any material provision (such as misusing confidential info or violating the non-compete clause). Upon termination, no further referrals will be accepted under this Agreement (and no new referral fees will accrue). However, any **outstanding Referral Fees** that were earned prior to termination (for deals closed while the Agreement was in effect) shall still be **paid in accordance with Section 3**. Additionally, if a Referred Client was introduced before termination and **signs a contract with the Company within [60/90] days after termination**, that client may still be deemed a Qualified Referral and the Referral Partner will receive the applicable Referral Fee (this "tail period" can be adjusted by the Parties; it is an industry practice to prevent circumvention). Sections 5, 6, 7, and 10 of this Agreement (and any other provisions which by their nature should survive) shall survive termination.

**10. Miscellaneous. Governing Law:** This Agreement shall be governed by the laws of **Washington State**, without regard to its conflict of laws principles. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements or understandings (whether oral or written) regarding referrals between the Parties. **Amendments:** Any modification to this Agreement must be made in writing and signed by both Parties. **No Waiver:** Failure to enforce any provision of this Agreement by either Party shall not constitute a waiver of that provision or any other provision. **Assignability:** Neither Party may assign or transfer this Agreement or any rights or obligations hereunder to a third party without the prior written consent of the other Party, except that the Company may assign this Agreement to a successor in interest (such as a purchaser of the Company or its assets). **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in effect, and the Parties will negotiate in good faith to replace the invalid provision with a valid one that comes closest to the intended purpose. **Independent Legal Advice:** Each Party acknowledges that they have had

the opportunity to review this Agreement and obtain independent legal advice before signing (if they so choose), and agree that its terms are fair and reasonable.

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Florin Rotar  
Owner

X

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Michelle Caldwell  
CEO