



This Referral Agreement is made as of _____, 2021 between Rewarding HealthyHabits dba Healthy Habits (“HealthyHabits”), and _____ (“Referring Partner”). HealthyHabits and _____ may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, HealthyHabits is in the business of providing proprietary software, services and alternative financing programs for consumers, employees, policy holders; and

WHEREAS, _____ wishes to refer certain professional relationships to HealthyHabits and to be compensated for such referrals that result in sales of HealthyHabits services and products, on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, each Party desires that the other Party market its services to third parties in the medical field, and the Parties desires to do so on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto, and other consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Company Compensation.

a. Company Compensation. HealthyHabits agrees to pay _____ as full consideration and compensation for each Referred Client that it refers to HealthyHabits who enters into an agreement with HealthyHabits to receive the HealthyHabits Services, as further set forth on Exhibit A-Company Compensation.

b. Company Compensation Payments and Reports. Within thirty (30) days of the end of each calendar month, HealthyHabits will pay _____ all Company Compensation due under this Section 1 for such month. All such Company Compensation payments will be accompanied by a statement showing in reasonable detail the basis for the payment made.

2. Marketing Support. The Parties agree to provide each other marketing materials and assistance necessary for each Party to perform its duties under this Agreement.

3. Term: The Term of this Agreement shall begin on the date set forth in the first paragraph of this Agreement and shall continue in full force unless terminated by either Party on at least thirty (30) calendar days prior written notice. Upon termination pursuant to a written notice, the Final Date of this Agreement shall be the date that is thirty (30) calendar days after receipt by the non-terminating Party of the written notice issued by the terminating Party. Termination of this Agreement shall have no effect on the payments required pursuant to Paragraphs 1 and 2; as HealthyHabits is required to pay Best Money Moves for the referrals that are still considered to be in good standing for the duration of the agreement with each referred client.



4. Representations and Warranties. Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor the performance of a Party's duties hereunder violates the provisions of any other agreement to which the Party is, or will become, a party or by which the Party is, or will become, bound.

5. No Relationship Other Than What Is Stated. It is further agreed by the Parties that nothing in this Agreement creates any relationship between them, including without limitation employment, joint venture, master-servant, independent contractor, or any other form of relationship other than that which is expressly stated herein. Each Party agrees that it is solely responsible for any tax(es) due as a result of any payment made pursuant to this Agreement.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all previous representations, negotiations, commitments, and writings with respect thereto.

7. Amendment or Alteration. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all the Parties.

8. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any controversy, claim, or breach arising out of or relating to this Agreement or the breach thereof for which a lawsuit is filed shall be instituted in the courts of Collier County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Rewarding HealthyHabits, LLC

Referring Partner:

By: _____

By: _____

Name: Justin B. Perun _____

Name: _____

Title: Founder and CEO _____

Title: _____



EXHIBIT A

Company Compensation

1. **Company Compensation.** Company Compensation will be paid for each Referred Client that _____ refers to HealthyHabits and that enters into an agreement to receive the HealthyHabits Services as follows:

a. **Healthy Habits Platform**

- a. HealthyHabits will pay Company Compensation equal to X per member per month for each Referred Client for the initial term of the agreement. For purposes of clarification, compensation will only be due for member accounts that are in good standing.