

GOALKLOUD, INC.

Referral Partner Agreement

This Referral Partner Agreement (the “Agreement”) is a legal agreement between you (“Referral Partner”) and GoalKloud Inc., a Delaware corporation, with offices at 6 Lake Ridge Court, Burr Ridge, IL 60527 (GoalKloud), herein being collectively referred to as the “Parties.” By signing this agreement, you agree to and are bound by the terms and conditions contained in it. This Agreement shall be effective the date signed by Parties.

1. Purpose. Referral Partner may submit leads of potential new customers (each a “Prospective End Customer”) to GoalKloud for the purpose of assisting GoalKloud to win new business. For the sake of clarity, any use of the term "partner" in this Agreement or in connection with the relationship created by this Agreement shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.

2. Qualification Process. Referral Partner shall submit leads to GoalKloud for each Prospective End Customer through the attached “REFERRAL FORM”. Referral Partner shall complete all required fields as specified on such form. GoalKloud shall notify Referral Partner, via email, if a lead has been “accepted” within two (2) business days of submission of the form. **GoalKloud may reject any lead for any reason at its sole discretion.** In order for Referral Partner to receive a referral commission (a “Referral Fee”), GoalKloud and Prospective End Customer must enter into a valid and binding subscription agreement within one hundred eighty (180) days of GoalKloud’s email notification to Referral Partner of its acceptance of the Prospective End Customer lead. To qualify as a Lead, referred client must not be in current negotiations or have current relations with GoalKloud. If two Referral Partners submit same lead to GoalKloud, Referred Partner to first email lead will be given first consideration.

3. Referral Fees and Payment. GoalKloud shall pay to Referral Partner the following Referral Fees: **30% of all Subscription Fee Revenue received by GoalKloud for the Product Offerings pursuant to a Consummated Transaction.** “Subscription Fee Revenue” shall mean the monthly license fees paid to GoalKloud by Prospective End Customer for the life of the Prospective End Customer’s subscription to GoalKloud Subscription Based Product Offerings. This does NOT include any fees for upfront technology development or adhoc projects unless agreed to by GoalKloud.

The Referral Fee is payable no later than thirty (30) days after the date on which GoalKloud receives payment from the Prospective End Customer in connection with the Consummated Transaction. Referral Partner shall be responsible for all taxes, duties, VAT charges and similar taxes and fees which are levied or imposed by reason of Referral Fees paid to Referral Partner, including but not limited to taxes on Referral Partner’s income.

4. Term and Termination; Post-termination Fees. This Agreement shall automatically terminate in the event that Referral Partner has not submitted a Proposed Lead for twelve (12) consecutive months. Either party may terminate this Agreement upon written notice to the other at any time, for any reason or no reason. Unless the termination is for breach, it will not affect GoalKloud’s obligation to pay Referral Fees in connection with Accepted Leads that were accepted prior to the termination date.

5. Confidentiality. All non-public, confidential or proprietary information of GoalKloud, including, but not limited to, specifications, ideas or materials of a technical or creative nature, such as research and development results, designs and specifications, computer source and object code, patent applications, and other materials and concepts relating to the Platform, processes, technology or other intellectual property rights, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by or on behalf of GoalKloud to Referral Partner, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement (collectively, "Proprietary Information") shall be confidential, used by Referral Partner for the sole purpose of performing Referral's Partners duties under this Agreement, and may not be disclosed or copied by Referral Partner unless authorized by GoalKloud in writing. All Proprietary Information is and shall remain the sole property of GoalKloud and shall be returned by Referral Partner to GoalKloud upon termination of this Agreement, or earlier, if requested by GoalKloud. Referral Partner acknowledges and agrees that any breach of this Section 5 by Referral Partner will cause irreparable and continuing harm to GoalKloud for which money damages would be insufficient, and GoalKloud shall be entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper without the necessity of proving damages or posting a bond. This section shall not apply to information that: (a) was in the public domain at or subsequent to the time the information was communicated to Referral Partner by GoalKloud through no fault of Referral Partner; (b) was rightfully in Referral Partner's possession free of any obligation of confidence at or subsequent to the time the information was communicated to Referral Partner by GoalKloud; or (c) was independently developed by Referral Partner without use of, or reference to, such information, as established by Referral Partner's written records. A disclosure of any information by Referral Partner (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be a breach of this Section 5 or a waiver of confidentiality for other purposes; provided, that Referral Partner provides prompt prior written notice thereof to GoalKloud to enable GoalKloud to seek a protective order or otherwise prevent the disclosure.

6. Intellectual Property.

6.1 Service Marks and Logos. Referral Partner shall not use (and has not used), directly or indirectly, in whole or in part, in connection with this Agreement or as part of its corporate, business or personal name, any signature, monogram, logo, trademark, service mark, or trade name (a "Mark") that is now or may hereafter be owned, licensed or used by GoalKloud (a "GoalKloud Mark"), except in the manner and to the extent approved in advance in writing by GoalKloud, which such approval GoalKloud may withdraw at any time for any reason. Referral Partner shall discontinue any approved use of an GoalKloud Mark immediately upon termination or expiration of this Agreement, and thereafter shall not use any Mark which, in the reasonable judgment of GoalKloud so nearly resembles any GoalKloud Mark that confusion or uncertainty by a third party may reasonably result therefrom. Referral Partner hereby expressly disclaims any and all right, title and interest in and to all GoalKloud Marks, whether or not used by Referral Partner. All uses of any GoalKloud Mark shall inure solely to the benefit of GoalKloud.^[1]_[SEP]

6.2 Platform Restrictions. All right, title and interest in and to the Platform and any copyright, trademark, trade secret, patent or other proprietary rights (collectively "Intellectual Property Rights") in the Platform shall be owned by GoalKloud. Referral Partner has no rights to use the Platform, and has no rights to copy, modify, change, de-compile, disassemble, reverse compile or reverse engineer the Platform. Referral Partner agrees that that any suggestions, recommendations, ideas, work product or concepts provided by Referral Partner in connection with this Agreement, and any Intellectual Property Rights associated with the same shall be owned by GoalKloud, without any obligation by GoalKloud to compensate Referral Partner for the same. Referral Partner agrees to execute any and all documents

necessary to perfect GoalKloud's ownership of the Intellectual Property Rights as set forth in this Section 5.2.

7. Independent Contractor. Referral Partner is an independent contractor of GoalKloud, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Referral Partner and GoalKloud for any purpose. Referral Partner has no authority (and shall not hold itself out as having authority) to bind GoalKloud and Referral Partner shall not make any agreements or representations on GoalKloud's behalf without GoalKloud's prior written consent. Without limiting the above, Referral Partner will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by GoalKloud to its employees, and GoalKloud will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Referral Partner's behalf. Referral Partner shall be responsible for, and shall indemnify GoalKloud for, from and against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Referral Partner in connection with the performance of Referral Partner's obligations hereunder shall be Referral Partner's employees or contractors and Referral Partner shall be fully responsible for them and indemnify GoalKloud against any claims made by or on behalf of any such employees or contractors.

8. Representations and Warranties.^[SEP]

8.1 Each party hereto represents and warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such party's articles of incorporation, by-laws or other applicable organizational documents and procedures.

8.2 Each party further represents and warrants that the execution, delivery, and performance of this Agreement will not conflict with, result in a breach of, or cause a default under its articles of incorporation, by-laws, partnership or joint venture agreements, or any agreement or instrument to which it is a party or by which it or any of its property is bound, nor will it conflict with or violate any statute, law, rule, regulation, order, decree, or judgment of any court or governmental authority which is binding upon it or its property.

8.3 The individuals executing this Agreement further represent and warrant that they have the full power and authority to bind their respective entities to the terms hereof and have been duly authorized to do so in accordance with such entities' corporate or other organizational documents and procedures.

9. General.^[SEP]

9.1 Reserved Rights and General Disclaimer. GoalKloud reserves the right: (i) to solicit, contact, and engage any business client, whether or not referred by you and with no obligation to you whatsoever, so long as such business client does not constitute a Lead; and (ii) to engage with other client referral lead providers on a nonexclusive basis. To the maximum extent permitted by applicable law, GoalKloud reserves the right to change or cancel this program at any time, at its sole discretion. Participants agree to abide by these rules and by the decisions of GoalKloud, which are final, binding and non-appealable, on all matters. GoalKloud is not responsible for lost, misdirected or delayed referrals.^[SEP]

9.2 Disclaimer of Warranties; Limitation of Liability. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GoalKloud MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT TO REFERRAL PARTNERS OR ITS LEADS AND EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR

FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, GoalKloud SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE AMOUNT OF REVENUE THAT REFERRAL PARTNER MAY RECEIVE UNDER OR IN CONNECTION WITH THIS AGREEMENT; AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT REFERRAL PARTNER MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT. GoalKloud WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Notices. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 8.2). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre- paid), certified or registered mail (in each case, return receipt requested, postage prepaid) or electronic mail (return receipt requested). A Notice is effective only (i) upon delivery and (ii) if the party giving the Notice has complied with the requirements of this Section 8.2.

9.4 Governing Law. If there is a dispute between Referral Partner and GoalKloud, it will be governed by the laws of the Delaware, without regard to the conflict of laws of such State. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

9.5 Severability. If any provision of this Agreement is held by a court to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect its intentions, with all other provisions remaining in full force and effect.

9.6 Amendments; Waivers. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each party. A party's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless agreed to by that party in writing.

9.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.8 Assignment. Referral Partner may not assign any rights or obligations under this Agreement without GoalKloud's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns. [L]
[SEP]

9.9 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

9.10 Survival. All terms of this Agreement which by their nature extend beyond its expiration or termination, including without limitation, the Proprietary Rights provisions hereunder, shall survive the termination of this Agreement.

Acceptance of Agreement

GoalKloud, Inc.	REFERRAL PARTNER
By:	By:
Date:	Date:
Name:	Name:
Title:	Title:

EXHIBIT A
REFERRAL FORM

REFERRED CLIENT:

Company Name _____

Contact Name _____

Phone: _____

Email: _____

REFERRAL PARTNER:

Name: _____

Date: _____