

BUSINESS REFERRAL LICENSE AGREEMENT

The ACTS CerarMix Solutions International, LLC ("ACTSsci" or "Company") "Independent Referral License Agreement" (the "Agreement") is designed to offer incentives to businesses and/or individuals for referring prospective customers to ACTS CerarMix Solutions International, LLC (the "Company") that result in actual sales and delivery of CerarMix products and services. This Agreement provides for fees to be paid to the Independent Referral Licensee (the "Independent Agent" or "Licensee") for his/her services, based upon a pre-determined commission percentage, of the funds generated as a result of the delivery of the products or services sold by the Licensee and accepted by the Company, and paid in full by the customer.

These terms and conditions (the "Terms and Conditions") will govern the Independent Agent's licensing. The Company reserves the right to change the Terms and Conditions of the Agreement at any time without prior notice, so long as they are global in effect and apply to all Licensees in a fair and equitable fashion. Unless otherwise stated, any such changes will become effective immediately upon written notification of any such changes to the Independent Agent.

The use of the ACTS CerarMix Solutions International, LLC web site located at www.ACTSsci.com in conjunction with his/her services as an Independent Agent shall be subject to the Company's Terms of Use and Privacy Statement. No changes or alterations may be made to any ACTSsci websites, marketing materials, logos, or presentation materials without prior written consent of the Company.

Agreement. The Agreement is made this _____ day of _____, 2014, by and between ACTS CerarMix Solutions International, LLC (the "Company") and the undersigned, hereinafter referred to as, the "Independent Agent", and shall be effective as of the date this Agreement is accepted by ACTS CerarMix Solutions International, LLC (the "Effective Date").

1. Lead Generation and Independent Agent Conduct

- a. **Compensation:** Subject to the terms of this Agreement, the Company will compensate the Independent Agent for actual sales of ACTSsci products and services to customers and end users ("End Users") resulting from sales leads ("Leads") generated by the Independent Agent.
- b. **Submission of Leads:** All Leads shall be submitted via email at referrals@ACTSsci.com.
- c. **Exclusions:** Independent Agent shall be compensated only for Leads that the Company (1) accepts after determining that the prospective End User is neither an existing Company customer nor an already existing prospective customer for services from the Company or other Licensee who has previously recorded such notice to the Company; and (2) delivers purchased products and/or contracts for new services.
- d. **Payment:** The Company will pay the Independent Agent the identified commission for sales of products and services only if the sale is closed within one hundred eighty days (180) days of the initial contact by the Company regarding the Lead (additional ninety day (90) periods of exclusivity can be granted by the Company if Licensee provides progress reports and requests additional time to complete the sales process). Independent Agent will earn a commission from each Lead that becomes an End User of ACTSsci products and services according to the following schedule (exclusive of tariffs, taxes, or fees levied by any governmental agency):
 - (1) **Introduction to potential customer:** a one-time payment of one half percent (.5%) of the contract amount or a pre-determined dollar amount if previously negotiated and agreed to in writing. Such amount may be divided between additional parties if more than one party is involved and/or entitled to consideration.

- (2) **Consulting Services:** a one-time payment of one half percent (.5%) of the contract amount or a pre-determined dollar amount if previously negotiated and agreed to in writing, for as long as the Independent Agent successfully completes their responsibilities associated with the sale.
- (3) **Project Management Services:** a one-time payment of one percent (1.0%) of the contract amount or a pre-determined dollar amount if previously negotiated and agreed to in writing.
- (4) **Complete Sales Process & Delivery:** a one-time payment of two percent (2.0%) of the contract amount, as received in payments from Customer, from deposit through delivery. This may be divided among additional participants as disclosed at the time of the sale or for any adjustments resulting during the manufacturing and delivery of the products or services.
- (5) **Ongoing Service Contracts:** (rolling orders, residual sales, add on sales, premiums, change orders, etc.): a one-time payment of one percent (1.0%) of the contract amount for the life of the contract; or the term of the involvement of the Independent Agent, whichever is less.
- (6) **Special Circumstances:** requires further negotiations and must be accepted and signed off on by senior "C-level" management member of ACTScsi.
- (7) **ACTScsi Corporate Support:** Support from ACTScsi Senior Support Team will be provided to each sales transaction and a set aside of two percent (2.0%) of the contract amount shall be utilized to remunerate such person(s).

ACTScsi will not payout more than 7% commission on any sale. If additional funds are needed, either all parties will vote to agree upon a proportionate splits/reduction in commissions; or a surcharge on top of the sales price will become necessary. The decision shall be made when a majority of the recipients voting in proportion to their respective earned commissions, reaches a majority of fifty-one percent (51%). Such decision(s) will become binding upon all participants at that time.

Commissions shall be based on the commission percentage in effect on the date that the End User executes a Purchase Order Contract ("Contract"). The Company reserves the right to charge back to the Independent Agent any commissions paid for End Users that cancel their Contract at any time during the sales and delivery process.

e. ***Quality of Leads:*** The Independent Agent will generate Leads in a manner that will reflect favorably on the good name and reputation of the Company, the Company's products and services, and specifically, the Independent Agent agrees to: (1) comply with all applicable national, international, state and local laws, ordinances and regulations in his/her dealings with the Company and End Users, including, without limitation, obtaining any required state certifications and/or licenses; and (2) make no false or misleading statements with respect to the Company's services, and engage in no illegal, deceptive, misleading, unethical, or improper acts or practices in performing under this Agreement.

f. ***No Commission Sharing:*** The Independent Agent shall not accept more than one (1) commission from the Company, under any situation or circumstance, or Company licensee, for any Lead, and shall not share commission with any other Independent Agent of the Company or any Company sales representative and/or any End User without prior expressed written consent of the Company. This does not prohibit the Independent Agent from entitlement of multiple commission segments identified above.

g. ***No Assignment:*** The Independent Agent may not assign or otherwise transfer this Agreement. As a licensed Independent Agent for the Company, the Independent Agent authorizes the Company and its affiliates to use the contact information provided by the Independent Agent to communicate with him/her about the Company's products and services and related license activities generally.

2. Relationship of Parties

a. *Nature of Relationship:* Neither the Company nor the Independent Agent shall have the authority to bind the other by contract or otherwise or to make representations as to the policies or procedures of the other except as specifically authorized by this Agreement. The Company and the Independent Agent acknowledge and agree that their relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them and the Independent Agent is an independent contractor with respect to the services provided by him/her under this Agreement. The Independent Agent assumes full responsibility for the acts of his/her employees and for their supervision, daily direction and control.

3. Lead Acceptance

a. *Acceptance:* The Independent Agent expressly acknowledges that any submission of Leads for End Users for the Company's products and services will be subject to acceptance by the Company, in its sole discretion, of such Leads. Furthermore, the Company will have no responsibility or liability whatsoever to the Independent Agent with respect to the continued availability or operation of the Company's products and services or the acceptance of, failure to accept, or follow up of Leads submitted by the Independent Agent.

b. *Conflicts:* The Independent Agent acknowledges and agrees that the Company directly or indirectly (or through other sales lead channels, and Independent Agents licensed by the Company) may offer the Company's products and services and that Independent Agent will be entitled to no compensation for sales made through such other channels. In the event the Company receives conflicting Contracts or Leads for products and services from different Independent Agents, or the Company's employees, the Company may in its sole discretion determine who, if anyone, will receive credit for such Contracts.

4. Trade Names and Trademarks

a. *No Representations or Warranties:* Neither the Independent Agent nor his/her employees shall make any representations or warranties relating to the Company's products and services nor to any affiliation other than that of Independent Agent with the Company. This Agreement shall grant the Independent Agent the limited right to make use of the Company's trade name(s) and trademark(s) as it relates to Lead generating activities and the sales of the Company's products and services.

5. Confidentiality and Communications

a. *Confidential Information:* Any confidential Company specifications, drawings, sketches, data or technical or business information, and any other confidential Company material, as well as all Independent Agent or End User information ("Information"), furnished to or disclosed by the Company under this Agreement, will be deemed the exclusive property of the Company, and are to be used by the Independent Agent solely in the performance of his/her obligations and duties hereunder and are to be returned to the Company upon termination of this Agreement. The Independent Agent shall keep all such information confidential during the term of this Agreement and for a period of three (3) years thereafter. The Independent Agent agrees that monetary damages for breach of his/her obligations under this Section may not be adequate and that the Company will be entitled to injunctive relief with respect to any breach or default of the Independent Agent's obligations under this Section.

b. *Promotional Materials:* Neither party to this Agreement shall reveal the existence of this Agreement in any advertisement, promotional activity, or publicity release without the prior written consent of the other party.

c. *Material Breach:* Any breach of this provision shall be a material breach of this Agreement and the Company may then terminate this Agreement immediately upon written notice.

6. Term and Termination

a. *Term:* This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter, unless otherwise terminated. This Agreement shall automatically renew for an additional one (1) year periods unless one party advises the other party of its intent to terminate at least thirty (30) days prior to the anniversary date of the Effective Date of this Agreement.

b. *Termination:* This Agreement may be terminated: (1) at any time by either party on thirty (30) days prior written notice to the other; (2) for breach by the Independent Agent or any provision of this Agreement; (3) by the Company on thirty days (30) written notice (email or letter) if the Independent Agent fails to provide at least one (1) Lead in each calendar year; or (4) immediately upon written notice by the Company in the event the Independent Agent, in the Company's sole discretion, breaches his/her obligations set forth herein. Upon termination of this Agreement, the Company's commission payment obligations shall cease. Notwithstanding the foregoing, any thirty (30) day notice period shall be inapplicable should the Independent Agent choose not to accept any changes to the terms and Conditions of this Agreement made by the Company.

7. Indemnity and Limitation of Liability

a. *Indemnification:* The Independent Agent agrees to indemnify, defend and hold the Company free and harmless from any loss, damage, or cost, including attorney's fees, that the Company becomes liable for by reason of any act of the Independent Agent in providing Leads, including but not limited to misrepresenting to End Users the Company's products and services or the terms under which the products and services are made available by the Company. The Independent Agent shall immediately notify the Company in writing of any claim, threatened claim, suit or other action related to the Independent Agent's performance under this Agreement.

b. *Limitation of Liability:* The Company will have no liability to the Independent Agent other than for Commissions earned and payable in accordance with this Agreement. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE.

8. Miscellaneous Provisions

a. *Notices:* All notices to be given pursuant to this Agreement will be in writing made via e-mail or by the physical address of the receiving party.

b. *Governing Law:* This Agreement will be governed by the laws of the State of California and the Independent Agent consents to the jurisdiction of the federal and state courts of the State of California.

c. *Entire Agreement:* This Agreement constitutes the entire agreement between the Independent Agent and the Company with respect to the subject matter hereof, and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement.

d. *Arbitration:* Any actions, controversies, claims, disputes and other factual or legal matters in question arising out of or relating to this Agreement or its alleged breach, will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect.



Gulf Regional Office:
1224 Pecan Ave.
Philadelphia, MS 39350
Tel: 877.444.0880

THE INDEPENDENT AGENT ACKNOWLEDGES: (1) THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE UNDERSIGNED INDEPENDENT AGENT AND THE COMPANY PERTAINING TO THIS BUSINESS REFERRAL LICENSE AGREEMENT, AND (2) THAT BY SIGNING BELOW HE/SHE REPRESENTS THAT HE/SHE HAS THE AUTHORITY AND RIGHT TO ENTER INTO A LICENSE AGREEMENT WITH THE COMPANY AND TO BIND HIM/HER AND HIS/HER COMPANY (IF APPLYING AS A COMPANY) TO THESE TERMS AND CONDITIONS.

Individual

Independent Agent Signature Date

Independent Agent Name (print) SSN #

OR

Company

Company Name (print) EIN #

Authorized Signature Date

Authorized Name (print) Title

Additional Information for either Individual or Company

Street Address:

City, State, Zip:

Email Address: LinkedIn Address

Office Telephone: FAX Number:

Mobile Number: URL:

On Behalf of: ACTS CerarMix Solutions International, LLC

Date

Please Email or Fax completed document to 877.444.0880