



AFFILIATE REFERRAL PARTNER FEE AGREEMENT

RCFE Care Consultants, LLC (“Company”) and _____ (“Affiliate Referral Partner”) agree as of _____, 2020, that, in the event RCFE Care Consultants, LLC or an entity affiliated with, or created, or controlled by RCFE Care Consultants, LLC, acquires a customer (real estate and care home application) a fee shall be paid at the closing to Affiliate Referral Partner by RCFE Care Consultants, LLC. The fee will be calculated as follows:

- Ten Percent (10% of total sales of the following: care home application/service)
- Ten Percent (10% of total marketing commission for: real estate purchase or sale)

RCFE Care Consultants, LLC shall not be liable for any reimbursement or payment to any Affiliate Referral Partners other than the fee calculated above, which payable only if there is a successful closing within 18 months of the date of our signature below. In the event that discussions and/or negotiations are taking place between the customers referred and RCFE Care Consultants, LLC at the end of 18 months, then the terms of this agreement shall be extended until these discussions and/or negotiations are completed or terminated.

In order to be eligible for referral fee compensation and as a condition to entering into this agreement, the Affiliate Referral Partner agrees that any customer that will be referred to RCFE Care Consultants, LLC shall not have an existing agency relationship with another real estate company and/or RCFE consultants.

RCFE Care Consultants, LLC will have all Affiliate Referral Partner complete a W9 form. It is the responsibility of every Affiliate Referral Partner to report any referral income that is over \$600 in the tax year. A 1099-MISC will be issued to you from our company no later than January 25th of the tax year.

This letter is intended to be solely for the benefit of the parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any person other than the parties hereto.

The Affiliate Referral Partner is not a “broker” or “dealer” within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934, as amended (the “1934 Act”) and is not required, nor by entering into this agreement or performing hereunder shall be required, to register as a broker or dealer under Section 15 of the act.

This agreement shall be governed by the laws of the State of California and may be amended only in writing signed by both parties. No waiver shall be effective against any party unless it is in writing and signed by that party.

This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth as referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the subject matter.

PARTNER: _____

RCFE CARE CONSULTANTS, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____