

**AGILE TRANSFORMATION, INC.
REFERRAL AGREEMENT**

This Referral Agreement ("Agreement") is made as of _____, 20__ ("Effective Date") by and between Agile Transformation, Inc., a Nebraska corporation located at 11919 Grant Street, Suite 200, Omaha, Nebraska 68164 USA ("ATI") and _____, with an address of _____ ("Referrer").

1. Referrals. Referrer will promote and introduce ATI to third parties (each, a "Client"). Referrer will register all such Clients with ATI through means requested by ATI. ATI will provide the products and services ("Services") to each Client as described in each statement of work executed between ATI and Client (each, an "SOW"). ATI has no obligation to enter into any SOW with and will have the right, in its sole discretion, to elect whether or not to accept any engagement with a Client.

2. Compensation. For each new Client, ATI will pay Referrer 10% of the total subscription fees set forth in the initial SOW executed with such Client. ATI may choose to increase the referral percentage from time to time on contracts exceeding \$250,000 in value. Referrer is not entitled to any other compensation for a referral. ATI will pay Referrer within 10 days following receipt of the final payment from Client. Each party will be solely responsible for any and all taxes that may apply to any amounts received by it under this Agreement.

3. Confidentiality. Referrer and ATI recognize that each party may receive nonpublic information relating to the business affairs, correspondence, customers, finances, methods, technology, or research (or the results thereof) of the other party and of a Client (together or separately, the "Disclosing Party"), that is confidential and proprietary to the Disclosing Party. Each party that receives such information (the "Recipient") agrees, during the term of this Agreement and after its expiration, not to use such information of the Disclosing Party except in performance of this Agreement and not to disclose such information of the Disclosing Party to third parties, either directly or indirectly, except as may be necessary to perform its obligations under this Agreement.

4. Term. This Agreement begins on the Effective Date and remains in effect until terminated by either party by giving the other party at least 15 days prior written notice. Sections 2 (to the extent there are amounts due and owing), 3, 5 and 6 will survive termination of this Agreement.

5. Other Terms: Interpretation. This Agreement is governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any principles of conflicts of law. Each party is an independent contractor and neither party nor any of its employees or representatives will be deemed to be an agent, employee or joint venturer of the other party. Neither Referrer nor ATI has any right to bind the other party for any purpose. This Agreement may not be assigned by Referrer, in whole or in part, without the prior written consent of ATI. This Agreement may be amended only by a written agreement executed by the parties. This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. If any provision of this Agreement is held or declared to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Section headings have been included in this Agreement for convenience only and are not to be considered part of, or to be used in interpreting this Agreement. The language used in this Agreement expresses the mutual intent of the parties, and no rule of strict construction will be applied to any of its provisions. This Agreement may be signed in counterparts, which together will constitute one and the same instrument. A signature delivered by facsimile, .pdf or other reliable form of electronic reproduction will be considered an original for purposes of this Agreement. No delay, omission, or failure to exercise any right or remedy provided for in this Agreement or to demand strict performance by the other of any of the terms, covenants or conditions set forth herein will be construed as a continuing waiver or relinquishment thereof.

6. Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to the other party at the address below the party's signature line below. Notices will be deemed given upon receipt.

This Agreement has been executed by an authorized representative of each party on the date below, intending it to be effective as of the Effective Date.

Agile Transformation, Inc.

[REFERRER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Notice Address:
Agile Transformation, Inc.
11919 Grant Street, Suite 200
Omaha, NE 68164 USA
Attn: Partner Enablement Team

Notice Address:

Proprietary and Confidential Agreement – Do Not Distribute

