

4 Page REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is entered into as of _____, (the "Effective Date") by and between Enjoy Being, LLC ("COMPANY"), and _____ ("Referring Party"). The agreement is to be considered entered into record at COMPANY location in Saint Petersburg Florida. In consideration of the mutual promises and covenants contained in this Agreement, COMPANY and Referring Party hereby agree as follows:

1. DEFINITIONS

The following definitions shall apply to this Agreement:

- (a) "Credit Building Product" means COMPANY'S proprietary credit building programs.
- (b) "Customer" means each business entity referred to COMPANY by Referring Party as a potential customer of COMPANY under a Service Agreement.
- (c) "Qualified Referral" means each Customer referred to COMPANY by Referring Party as to which at the time of the referral COMPANY had no preexisting relationship as a strategic partner, prospect or Customer, either directly or indirectly through another referral party, reseller, sales and marketing agent or other strategic partner with whom COMPANY, in its sole discretion, enters into a fully executed Service Agreement.
- (d) "Qualified Referral Date" means the Effective Date of the Service Agreement between COMPANY and the Customer.
- (e) "Qualified Revenue" has the meaning assigned to such term in Section 3 hereof.
- (f) "Referral Fee" means the amount to be paid to COMPANY by referring party for a Qualified Referral as specified in Section 3 hereof.
- (g) "Service Agreement" means a written agreement under which COMPANY (i) offers its Credit Building Services Customers.

2. RESPONSIBILITIES & RIGHTS OF PARTIES

- (a) For each Customer whom Referring Party wishes to refer to COMPANY and to qualify under this Agreement, Referring Party will submit to COMPANY a completed Referral Form (attached hereto as Exhibit C) ("Referral Form"). For each submitted Referral Form, the Referring Party must submit in writing to COMPANY a monthly Customer status update to COMPANY. COMPANY may modify the Referral Form from time to time upon notice to Referring Party. Each such Customer referral must meet any and all COMPANY qualifications and criteria and be accepted in writing by COMPANY. Any such Customer referral that does not result in a Qualified Referral within three (3) months after the Effective Date set forth in the Referral Form shall expire immediately unless a time extension has been granted by COMPANY in a writing signed by COMPANY. COMPANY will not unreasonably (i) modify any Referral Form nor (ii) refuse to accept any Customer referred by Referring Party nor (iii) if reasonably requested by Referring Party refuse to extend the period during which the Referral Form will continue in effect.
- (b) Referring Party warrants and represents that, for each Customer referred to COMPANY under this Agreement, the Referring Party has the authority to make the referral on behalf of the Customer, has disclosed the potential receipt of fees under this Agreement to the Customer, and has no conflict of interest with the Customer or with COMPANY in receipt of such payment. Referring Party warrants and represents that neither it nor, to its knowledge, any director, officer, shareholder, partner or member of it, is an affiliate of COMPANY.
- (c) COMPANY reserves the right in its discretion to make any changes in the Credit Building Product and Service Agreements, including pricing, and to refuse to enter into a Service Agreement with any Customer referred by Referring Party for lack of creditworthiness or for any other reason in its sole discretion.
- (d) Each party understands this Agreement is non-exclusive. Without limiting the generality of the foregoing, Referring Party acknowledges that nothing in this Agreement shall prevent COMPANY from marketing and selling its Service Agreements or any other product or service, in whole or in part, directly or indirectly, to any prospective customers or from appointing representatives, resellers, distributors and other marketing agents, without liability to Referring Party.
- (e) COMPANY shall determine in good faith whether a prospect referred to it is a Qualified Referral. Any dispute as to such a determination shall be resolved pursuant to Section 8 hereof.

3. PAYMENT

- (a) As full and complete payment for all Qualified Referrals hereunder, COMPANY shall charge a starting price of \$500.00 per trade line from referring party for all "qualified referral"

A "qualified referral" is any referral whose application, fees and any applicable agreements have been received by COMPANY in its entirety.

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4. TERM & TERMINATION

(a) This Agreement is effective as of the Effective Date and will remain in effect indefinitely until notice is provided by either party, either verbal or written.

(b) This Agreement may be terminated by either party at any time in the event of a material breach by the other party which remains uncured after thirty (30) days written notice.

(c) Either party may terminate this Agreement at any time without cause, upon sixty (60) days prior written notice to the other party.

(d) Upon expiration or termination of this Agreement, (i) both parties shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the two parties, (ii) each party agrees not to act in any way to damage the reputation of the other party's products or services, and (iii) Referring Party shall cease to promote, solicit, or procure orders for any Service Agreement. COMPANY execution of any Service Agreement after termination of this Agreement shall not be construed as a renewal or extension of this Agreement, or as a waiver of the right to terminate or of any other matter or right and COMPANY shall have the right after the termination of this Agreement to deal with, and solicit orders from, any and all persons and entities, including referred Customers or potential referred Customers, who dealt with or were referred by Referring Party, without any liability of any kind to Referring Party.

(e) Notwithstanding expiration or termination of this Agreement, excluding any termination by COMPANY pursuant to paragraph (f) have become Qualified Referrals prior to the date of any such expiration or termination or become Qualified Referrals within three (3) months after the date of any such expiration or termination.

5. CONFIDENTIAL INFORMATION

Each party acknowledges that it may receive valuable trade and business secrets and other proprietary and confidential information, including, without limitation, information about the other party's business, products, equipment, systems, techniques and practices (collectively, "Confidential Information") (for purposes of this Section 5, a party receiving Confidential Information shall be referred to as a "Receiving Party" and a party disclosing Confidential Information shall be referred to as a "Disclosing Party"). The Receiving Party shall, and shall cause its employees and agents to, strictly maintain the confidentiality of the Confidential Information and not disclose, disseminate or otherwise give Confidential Information to any other person, firm, organization or third party, except for an employee or agent of Receiving Party who has a reasonable need to obtain access and who has agreed in writing to not disclose, and not to use for any other purpose, the Confidential Information. Notwithstanding the foregoing, the obligations of confidentiality set forth in this Section 5 with respect to Confidential Information shall not apply to any information that: (i) is or becomes publicly known without violation by Receiving Party; (ii) is already known to Receiving Party without restrictions at the time of its disclosure by Disclosing Party, as evidenced by the written records of Receiving Party; (iii) after its disclosure to Receiving Party by Disclosing Party, is made known to Receiving Party without restrictions by a third party having the right to do so; or (iv) is legally required to be disclosed by Receiving Party pursuant to a judicial order from a court of competent jurisdiction (provided that Receiving Party promptly informs Disclosing Party of the requirement and affords disclosing Party a reasonable opportunity to contest the required disclosure). The foregoing obligations of confidentiality shall survive termination or expiration of this Agreement.

6. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; OR (II) SHALL RCA CREDIT SERVICES BE LIABLE TO REFERRING PARTY PURSUANT TO THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF REFERRAL FEES OWED AND NOT YET PAID TO REFERRING PARTY. Referring Party must give written notice to COMPANY of any claims against COMPANY arising under or in any way relating to this Agreement within six months after the effective termination date of this Agreement. Referring Party shall have no claim against COMPANY for fees, compensation or otherwise with regard to this Agreement, whether in contract, in tort, under any warranty or otherwise, either during the term of this Agreement or after its termination, except as expressly provided in this Agreement.

7. RELATIONSHIP OF PARTIES

The parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking, or to enter into any contract or otherwise incur any liability or obligation, expressed or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of such other party. Further, COMPANY shall not, as a result of this Agreement, have any obligation to Referring Party to continue its business or to continue, discontinue, change, retain, sell or supply the Credit Building Product or any part thereof.

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8. GOVERNING LAW & CONSENT TO ARBITRATION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, excluding its conflicts of law principles. The parties agree that any and all disputes arising under or relating to this Agreement shall be resolved exclusively by binding arbitration in St. Petersburg, FL before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that the Referring Party shall not be limited to binding arbitration with respect to claims asserted by the Referring Party alleging that COMPANY has wrongfully terminated this Agreement for material breach pursuant to Section 4(b) hereof. The decision of the arbitrator shall be final and binding with respect to the dispute and shall be enforceable in any court of competent jurisdiction. The prevailing party in any action or proceeding between the parties shall be entitled to an award of its reasonable attorney's fees and costs.

9. ASSIGNMENT

The Agreement may not be transferred or assigned by either COMPANY or Referring Party, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. ENTIRE AGREEMENT & AMENDMENTS

This Agreement, including all attached Exhibits, if applicable, constitutes and contains the entire agreement between the parties with respect to the subject matter and supersedes any prior oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties.

11. WAIVER & SEVERABILITY

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement.

13. NOTICES

All notices and other communications under the Agreement shall be in writing and shall be deemed to have been duly given as of the date of delivery shown on the receipt if mailed at a post office in the United States, postage prepaid, return receipt requested, or via nationally recognized overnight courier, to the addresses set forth below the signatures of each party in the Agreement. Either party may from time to time by written notice to the other designate another address, which shall thereupon become its effective address for the purposes of the Agreement.

14. PAYMENT OF FEES AND EXPENSES

Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated herein.

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IN WITNESS WHEREOF, the parties acknowledge that they have read understood and have executed this 4 page Agreement downloaded or emailed from Enjoy Being, LLC Saint Petersburg Florida.

Enjoy Being, LLC

St. Petersburg, FL . 33747

Tel: 727-687-8166

Toll free: 800-783-6824

Fax : 727-327-4939

Name: Joseph Abrams

Title: Owner

Company contact for this agreement will be:

Joseph Abrams 800-783-6824

REFERRING PARTY:

_____	(First and Last Name)
_____	(Name of the company)
_____	(Address 1)
_____	(Address 2)
_____	(City, State, Zip Code)

Telephone: _____

By: /s/

(Signature of authorized Referring Party representative)