B2B CONNECTOR LLC

1099 REFERRAL PARTNER AGREEMENT

Effective Date: Is the same as the submitted e-signature

This Referral Partner Agreement ("Agreement") is entered into and made effective as of the Effective Date above by and between B2B Connector LLC ("Company") and The **Referral Partner** Named on the contract e-signature submission ("Referral Partner"), collectively referred to as the "Parties."

PURPOSE

B2B Connector LLC assists businesses by connecting them with business solutions, including BizCare360, BizWell360, BizBenefits360, BizLending360, and other products and services that may be introduced from time to time.

The purpose of this Agreement is to establish a referral relationship whereby the Referral Partner introduces prospective clients to the Company. Upon submission of a referral, the Company shall assume sole responsibility for all communications, sales activities, presentations, negotiations, enrollment, onboarding, implementation, servicing, and account management.

The Referral Partner's sole responsibility is to refer prospective business clients to the Company.

1. REFERRAL RELATIONSHIP

The Referral Partner is authorized to submit business referrals to the Company on a non-exclusive basis.

Upon submission of a referral, the referred business shall become a client and prospect of B2B Connector LLC. The Company shall have exclusive authority to communicate with, negotiate with, enroll, onboard, and service the referred client.

The Referral Partner shall not be required to participate in sales presentations, negotiations, implementation, onboarding, customer service, account management, or ongoing support.

2. QUALIFIED REFERRAL REQUIREMENTS

A qualified referral should generally originate from the Referral Partner's personal contacts, professional network, business relationships, introductions, networking activities, or other lawful business development efforts.

Referrals generated through mass marketing, purchased lead lists, unsolicited bulk communications, or other large-scale lead generation methods may not qualify for compensation unless approved by the Company.

B2B Connector LLC reserves the right to determine whether a referral qualifies for compensation under this Agreement and may reject referrals that do not meet the intent of the Referral Partner Program.

The Company may approve exceptions on a case-by-case basis at its sole discretion.

REFERRAL DISCLAIMER

No Guarantee of Active Account. A referral does not guarantee that the referred party will enroll, qualify, purchase, or establish an active account. No commission, compensation, or other payment shall be deemed earned solely as a result of submitting a referral unless and until the applicable account becomes active in accordance with the terms of this Agreement.

3. REFERRAL COMPENSATION

BizCare360

For qualified referrals resulting in successful onboarding and enrollment through the Company's BizCare360 program, the Referral Partner may receive compensation of up to Five Dollars ($5.00) per qualified W-2 employee successfully onboarded and enrolled, paid monthly for the duration of employee participation.

The Company shall retain sole discretion regarding qualification, approval, enrollment verification, and compensation amounts, provided compensation shall not exceed Five Dollars ($5.00) per qualified W-2 employee.

BizWell360

For qualified referrals resulting in successful onboarding and enrollment through the Company's BizWell360 program, the Referral Partner may receive compensation of up to Five Dollars ($5.00) per qualified W-2 employee successfully onboarded and enrolled, paid monthly for the duration of employee participation.

BizWell360 consists of multiple products and solution offerings. As a result, compensation may vary depending on the specific product(s), program structure, employer qualifications, underwriting requirements, and overall economics of the client account.

While compensation may be up to Five Dollars ($5.00) per qualified W-2 employee per month, actual compensation may be lower based upon the product(s) selected and the compensation received by B2B Connector LLC.

The Company shall retain sole discretion regarding qualification, approval, enrollment verification, compensation calculations, and payment amounts.

BizBenefits360

For qualified referrals resulting in successful enrollment through the Company's BizBenefits360 program, the Referral Partner may receive compensation of up to Five Dollars ($5.00) per enrolled individual or eligible employee successfully onboarded and enrolled under a group plan, paid monthly for the duration of employee participation.

.

Because BizBenefits360 products and pricing may vary by carrier, market conditions, underwriting requirements, employer size, and program structure, the actual referral compensation may be less than Five Dollars ($5.00) per policy per month and shall be determined solely by the Company.

The Company shall retain sole discretion regarding qualification, approval, enrollment verification, compensation calculations, and payment amounts.

Referral compensation shall be payable only after enrollment has been completed, accepted, activated, and the participant has been successfully onboarded and enrolled by the applicable carrier, vendor, or provider.

BizLending360

For qualified referrals that result in a funded loan, lease, or financing transaction through the Company's BizLending360 program, the Referral Partner may be eligible to receive a one-time commission equal to twenty-five percent (25%) of the total sales commission earned by B2B Connector LLC on the funded transaction.

Example:

If a client closes a $100,000 funding transaction, and B2B Connector LLC earns a commission on that transaction, the Referral Partner may receive a one-time commission equal to twenty-five percent (25%) of the commission earned by B2B Connector LLC.

The Company shall retain sole discretion regarding qualification, approval, funding verification, and commission calculations. Referral commissions shall be payable only after the funding transaction has closed and B2B Connector LLC has received its commission.

Additional Verticals

The Company may introduce additional products, services, and verticals from time to time. Compensation for such programs shall be communicated separately and shall automatically become part of this Agreement upon written notice from the Company.

The Company reserves the right to modify referral compensation schedules at any time upon written notice to the Referral Partner. Any modification shall apply prospectively and shall not affect compensation already earned prior to the effective date of the modification.

No Guarantee of Compensation

The Company does not guarantee that any referral submitted by the Referral Partner will result in compensation. Compensation is earned only when all qualification, onboarding, enrollment, funding, activation, implementation, and payment requirements described in this Agreement have been satisfied.

4. PAYMENT OF REFERRAL FEES

Referral fees shall be deemed earned only after:

- The referred client completes all required agreements.
- The client and/or eligible employees have been approved, onboarded, and enrolled by the applicable vendor, carrier, lender, or provider.
- The vendor, carrier, lender, or provider has funded, activated, accepted, implemented, or otherwise placed the client into active status.
- Any applicable waiting periods have been satisfied.

The Company reserves the right to delay, adjust, deny, or reclaim referral fees for cancellations, chargebacks, fraud, misrepresentations, non-payment, policy cancellations, funding reversals, enrollment reversals, onboarding reversals, or vendor adjustments.

Payments shall generally be processed monthly.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until terminated by either Party.

Either Party may terminate this Agreement at any time with thirty (30) days written notice.

The Company may immediately terminate this Agreement for:

- Fraud
- Misrepresentation
- Violation of Company policies
- Criminal conduct involving dishonesty
- Breach of this Agreement
- Actions detrimental to the Company's reputation or business interests

Termination shall not affect referral fees properly earned prior to termination.

6. INDEPENDENT CONTRACTOR STATUS

The Referral Partner is an independent contractor.

Nothing contained in this Agreement shall create any partnership, joint venture, employer-employee relationship, agency relationship, franchise relationship, or other business association between the Parties.

The Referral Partner has no authority to bind the Company to any contract, agreement, representation, warranty, obligation, or commitment.

7. TAXES

The Referral Partner shall be solely responsible for all federal, state, and local taxes arising from payments received under this Agreement.

The Company shall issue appropriate tax reporting forms as required by law.

8. CONFIDENTIALITY

The Referral Partner agrees to maintain the confidentiality of all proprietary and confidential information belonging to the Company, its vendors, partners, clients, and affiliates.

9. INTELLECTUAL PROPERTY

All trademarks, trade names, service marks, copyrights, marketing materials, software, systems, processes, and intellectual property used by the Company shall remain the sole property of the Company.

10. CLIENT OWNERSHIP

Upon referral submission, all referred clients, prospects, and related business opportunities shall become the sole property of B2B Connector LLC.

The Referral Partner shall have no ownership interest in any client relationship established by the Company.

Referral compensation is paid solely for successful referrals and does not create any ownership interest, renewal rights, residual rights, servicing rights, or equity interest in any referred account.

All future communications, negotiations, servicing, renewals, and account management activities shall remain under the exclusive control of the Company.

11. INDEMNIFICATION

The Referral Partner agrees to indemnify and hold harmless the Company, its officers, managers, employees, affiliates, and representatives from any claims, damages, liabilities, expenses, costs, or attorney fees arising from misconduct, unauthorized representations, violations of law, or breach of this Agreement.

12. FORCE MAJEURE

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control.

13. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by the laws of the State of Nevada.

Any dispute arising under or relating to this Agreement shall be resolved through binding arbitration in Reno, Nevada, under the Commercial Arbitration Rules of the American Arbitration Association.

The arbitrator's decision shall be final and binding upon the Parties.

14. ATTORNEY FEES

If legal action is necessary to enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and costs.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions, understandings, and agreements.

16. NOTICES

Company Notice Address

B2B Connector LLC
732 South 6th Street, Suite N
Las Vegas, NV 89101

SIGNATURES

COMPANY

B2B Connector LLC

Name: Michael Choma

Title: President & CEO

REFERRAL PARTNER

Named on this contract e-signature submission

By submitting this Agreement, the Referral Partner acknowledges that they have read, understood, and agree to all terms and conditions contained herein.