Strategic Advisor Board

Reciprocating Strategic Partner Program

This Agreement is entered as of the, _____th day of __________ Month __________ Year between The Strategic Advisor Board (SAB) and Your Company ______________________________ (“the Strategic Partner” or "SP").

1. Strategic Partner. Subject to the terms and conditions of this Agreement, SAB hereby engages SP as an independent contractor to perform the services set forth herein, and SP hereby accepts such engagement. SAB reciprocates this agreement.

2. Referrals. Subject to the terms and conditions of this Agreement, SP and SAB may, from time to time, refer potential clients (“Potential Clients”) to each other. SAB or SP, in its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Potential Clients. In recognition of referrals, SAB or SP will present as part of their proposal for agreement with any Potential Clients, a contractual option which offers the Potential Clients a means for both utilizing SAB or SP for their services. In the event SAB or SP declines, for any reason, to enter into an agreement with any Potential Client, SAB or SP shall have no obligation to each other under this Agreement or otherwise with respect to such Potential Client.

3. Ownership. Any and all services formed by this agreement are the sole possession of SAB or SP as independent companies with all rights reserved. Any attempt successful or otherwise to move any account away from SAB or SP companies will forfeit the compensation for either party irrevocably.

4. Confidentiality. SP and SAB acknowledge that during the engagement they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by either party and/or used by either party in connection with the operation of its business including, without limitation, business and product processes, methods, customer lists, accounts and procedures. SAB and SP agree that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with both parties.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of either party, whether prepared by SP/SAB or otherwise coming into their possession, shall remain the exclusive property of each individual company. SP or SAB shall not retain any copies of the foregoing without either party’s prior written permission.
Upon the expiration or earlier termination of this Agreement, or whenever requested by either party, SAB and SP shall immediately deliver to each party all such files, records, documents, specifications, information, and other items in their possession or under their control. SP and SAB acknowledge that the provisions of this Section are reasonable and necessary for the protection of SAB/SP and that SAB/SP will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, SAB and SP agree that, in addition to any other relief to which either party may be entitled in the form of actual or punitive damages, both parties shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining SAB/SP from any actual or threatened breach of such provision.

5. Conflicts of Interest. SP and SAB represent that [he or she /they or them] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between SP/SAB and any third party.

6. Indemnification. Each party shall indemnify, defend and hold the other party (and all officers, directors, employees, agents and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation interest, penalties, and attorney’s fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such party’s default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform any obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, agents, contractors or invitees.

7. Merger. This Agreement shall not be terminated by the merger or consolidation of either party into or with any other entity, or of any changes in ownership within either party or name changes of either party.

8. Termination. Both SAB and SP may terminate this Agreement at any time to the other party. In addition, if either is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of either company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, either party at any time may terminate the engagement of immediately and without prior notice. Upon the termination of this Agreement, all fees of any kind previously due and payable by the SAB or SP up to the date of termination of this Agreement will continue to be due and payable on the same basis as if the Agreement had continued in place.

9. Independent Agent. This Agreement shall not render either party an employee, partner, or joint venture with each other for any purpose. Each company SAB/SP is and will remain an independent Agent in their relationship. Either company shall not be responsible for withholding taxes with respect to compensation hereunder. Either party shall have no claim against each other hereunder or otherwise for vacation pay, sick
leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

11. Choice of Law. The laws of Colorado shall govern the validity of this Agreement exclusively. The construction of its terms and the interpretation of the rights and duties of the parties hereto and shall be decided in the courts of Boulder County Colorado exclusively.

12. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

13. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

14. Assignment. Either party shall not assign any of their rights under this Agreement without the prior written consent of each independent company.

15. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to SP

Address: ______________________________________________________

Email: ______________________________________________________

If to Strategic Advisor Board/SAB:
Jason Miller, Founder/CEO
1151 Eagle Drive #345
Loveland, CO, 80537
Jason@strategicadvisorboard.com

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
16. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

17. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

18. **Un-enforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Jason Miller – CEO, Strategic Advisor Board

Signature:

Strategic Partner – Company Name________________________________________

Printed Name:

Signature:

**DUTIES, TERM, AND COMPENSATION**

**DUTIES:**

Both Parties shall present potential Businesses with information regarding Services. Both parties shall also serve as an initial point of contact to facilitate opportunity for their prospective referrals to offer the Businesses information and quotes toward the end goal of becoming the Businesses vendor for such services. Both parties can report to each other in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by each company and agreed to by both parties.

**TERM:**

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect indefinitely for the lifetime of any and all accounts under the
ownership of SAB or SP companies referred by each other. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, both companies, SAB/SP, shall solicit referred business from each other, of which each company will pay reciprocating referral fees of 10% of the SAB initial client retainer fee to referring SP if referred by SP and 10% of the SP fees collected if a referral from SAB to SP’s company.

Such compensation shall be payable to each party monthly until work stops. Both shall receive such earnings in perpetuity for as long as either holds the Account, regardless of termination of relationship between SAB and SP, unless either is found guilty of account piracy by or is convicted of a felony. Upon the Account being terminated by either party, all rights or obligations for payment of residuals to both parties shall terminate immediately for that account exclusively, without affecting the body of accounts having been referred to SAB by the SP or the SP to SAB.

WHERE TO SEND AGREEMENT:

Once complete, please scan and return via email to jason@strategicadvisorboard.com or via mail to 1151 Eagle Drive #345 Loveland, Colorado 80537