

Consultant Referral Agreement

Big 5 at Work Referral Network

This Referral Agreement (the "**Agreement**") is entered into as of the **EFFECTIVE DATE** effective date below (the "**Effective Date**") by and between:

Christin Camacho, doing business as Big 5 at Work, a sole proprietorship with its principal place of business at 19224 Firlands Way N., Shoreline, WA 98133 ("**Company**"); and

the consultant identified below ("**Consultant**"):

CONSULTANT LEGAL NAME (INDIVIDUAL OR BUSINESS)	
ENTITY TYPE (E.G., INDIVIDUAL, LLC, CORPORATION)	STATE OF ORGANIZATION OR RESIDENCE
PRINCIPAL BUSINESS ADDRESS	

Company and Consultant are each a "**Party**" and together the "**Parties**."

Recitals

A. Company operates Big 5 at Work, a workplace personality assessment platform and brand grounded in the Five Factor Model of personality (also known as the Big Five or OCEAN model), and receives inquiries from organizations seeking assessments and team workshops.

B. Consultant is a professional with demonstrated expertise in the Five Factor Model and in facilitating workplace workshops.

C. Company wishes to refer certain prospective clients to Consultant, and Consultant wishes to receive those referrals, pay Company a referral fee, and use the Big 5 at Work assessment with its clients on the terms below.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Definitions

1.1 "**Referred Client**" means any organization, and its parents, subsidiaries, affiliates, departments and successors, that Company introduces to Consultant under Section 2, excluding any Pre-Existing Client.

1.2 "**Introduction Date**" means the date Company sends the Referral Notice for a Referred Client.

1.3 "**Referral Notice**" means a written introduction from Company to Consultant (email is sufficient) identifying a prospective client, substantially in the form of Exhibit A.

1.4 "**Pre-Existing Client**" means an organization with which Consultant can show, by written records, an active engagement or documented sales discussion within the 12 months before the Introduction Date, and which Consultant identifies to Company under Section 2.3.

1.5 "**Covered Services**" means, for a Referred Client: (a) **Workshops** — any workshop, training session, team session, webinar, retreat or facilitated learning event, whether in person or virtual, and any related preparation, customization, debrief or follow-up session sold with it; and (b) **Test Administration** — administering, distributing, scoring, interpreting or reporting on any personality assessment, including individual or group feedback reports.

1.6 "**Excluded Services**" means consulting, coaching, advisory or other professional services that are not Covered Services, such as ongoing executive coaching, organizational design, strategy or change-management consulting, provided those services are separately scoped and priced and are not a substitute for, or repackaging of, Covered Services.

1.7 "**Gross Fees**" means all amounts invoiced to or paid by a Referred Client (or anyone on its behalf) for Covered Services, whether billed as a single workshop, a series, a package, a subscription or a retainer, and without deduction for Consultant's costs, subcontractor fees or commissions. Gross Fees exclude only: (a) sales, use and similar taxes; (b) reasonable travel and lodging expenses billed at actual cost without markup; and (c) Assessment Fees paid to Company under Section 3.7, whether paid by the Referred Client or by Consultant.

1.8 "**Assessment Fees**" means the fees Company charges for the Big 5 at Work assessment, including each participant's individual report, and for team setup and the team dashboard, at the rates set out in Exhibit B.

2. Referral Process

2.1 **Referrals.** From time to time, Company may, in its sole discretion, introduce prospective clients to Consultant by Referral Notice. Company is not obligated to make any minimum number of referrals and does not guarantee that any referral will result in an engagement.

2.2 **Non-Exclusivity.** This Agreement is non-exclusive. Company may refer any prospective client to other consultants, and Consultant may obtain clients from other sources.

2.3 **Pre-Existing Clients.** Within five (5) business days after receiving a Referral Notice, Consultant must notify Company in writing if the organization is a Pre-Existing Client, with reasonable supporting records. If Consultant does not do so, the organization is a Referred Client for all purposes of this Agreement.

2.4 **Right to Decline.** Consultant may decline any referral by written notice to Company within five (5) business days of the Referral Notice. A declined organization remains a Referred Client if Consultant later provides Covered Services to it during the Attribution Period.

2.5 **Client Relationship.** Consultant contracts directly with each Referred Client, sets its own prices and terms, and is solely responsible for delivering its services. Company is not a party to any agreement between Consultant and a Referred Client.

2.6 **Status Updates.** Consultant will keep Company reasonably informed of the status of each referral, including when a proposal is sent, when an engagement is signed, and when a referral is lost.

3. Referral Fee and Assessment Fees

3.1 **Fee.** Consultant will pay Company a referral fee equal to **ten percent (10%) of all Gross Fees** for Covered Services provided to each Referred Client (the "**Referral Fee**").

3.2 **Single and Multiple Engagements.** The Referral Fee applies to every Covered Service engagement with a Referred Client that is agreed during the Attribution Period (Section 5), whether the Referred Client books one workshop or several, and whether engagements are booked together or at different times. For any engagement agreed during the Attribution Period, the Referral Fee applies to all Gross Fees for that engagement, including sessions delivered and amounts paid after the Attribution Period ends.

3.3 Excluded Services. No Referral Fee is owed on fees for Excluded Services.

3.4 Bundled Pricing. If Consultant sells Covered Services and Excluded Services together, Consultant will state the price of each separately in its proposal or invoice, and the price allocated to Covered Services must reflect its fair market value. If prices are not separately stated, the entire amount is treated as Gross Fees unless Company agrees in writing to a different allocation. Consultant will not reduce, discount or reclassify fees for Covered Services in order to reduce the Referral Fee.

3.5 Refunds. If Consultant refunds Gross Fees to a Referred Client in good faith, Company will credit the corresponding Referral Fee against the next amount owed, or refund it within thirty (30) days if no further amounts are expected.

3.6 Example. A Referred Client books a half-day workshop for \$8,000 plus \$1,200 in travel at cost, then books two follow-up workshops for \$5,000 each nine months later, and separately hires Consultant for \$15,000 of executive coaching. The Referral Fee is $10\% \times (\$8,000 + \$5,000 + \$5,000) = \$1,800$. The travel costs and coaching fees are not included.

3.7 Assessment Fees. Company charges the Assessment Fees in Exhibit B for every team that takes the Big 5 at Work assessment in connection with Consultant's services, whether the organization is a Referred Client or a client Consultant obtained on its own. Assessment Fees are owed whether or not a Referral Fee applies, and no Referral Fee is charged on them.

3.8 Volume Pricing. The per-participant rate depends on the number of participant places purchased for a team, as shown in Exhibit B. Each place covers one participant, and a retake by the same participant does not use another place. If places are added to a team later, the additional places are priced at the rate for the team's new total number of places.

3.9 Payment of Assessment Fees. Assessment Fees are paid to Company before participants take the assessment, either by the client directly (through Company's online checkout or by Company invoice) or by Consultant, as the Parties agree for each engagement. If Consultant includes the assessment in its own price to a client, Consultant is responsible for paying the Assessment Fees to Company.

3.10 Pricing Changes. Company may update Exhibit B by giving Consultant at least thirty (30) days' written notice. Updated pricing does not apply to places already purchased, or to places purchased within ninety (90) days after the change for an engagement that Consultant proposed to the client in writing before the change took effect.

4. Payment, Reporting and Audit

4.1 Payment Timing. The Referral Fee is earned when Consultant receives payment of Gross Fees. Consultant will pay Company the Referral Fee within fifteen (15) days after receiving each payment from a Referred Client, including deposits and installment payments.

4.2 Method. Payments will be made in U.S. dollars by ACH, bank transfer or another method Company designates in writing, without set-off or deduction except as allowed in Section 3.5.

4.3 Reports. With each payment, and in any event by the tenth (10th) day of each month in which Consultant has an active engagement with a Referred Client, Consultant will send Company a written report listing, for each Referred Client: the services delivered, dates, amounts invoiced, amounts received, and the Referral Fee paid. Consultant will provide copies of relevant proposals, contracts and invoices on request.

4.4 Late Payment. Unpaid amounts accrue interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, from the due date until paid. Consultant will reimburse Company's reasonable costs of collection, including attorneys' fees.

4.5 Records. Consultant will keep complete and accurate records of all engagements with and payments from Referred Clients for at least three (3) years after the related payment.

4.6 Audit. No more than once in any twelve (12) month period, on at least ten (10) business days' written notice, Company or an independent accountant it designates may review those records during normal business hours. If a review shows underpayment, Consultant will pay the shortfall with interest within fifteen (15) days. If the underpayment exceeds five percent (5%) for the period reviewed, Consultant will also reimburse the reasonable cost of the review.

4.7 Taxes. Each Party is responsible for its own income taxes. Consultant is responsible for collecting and remitting any sales or similar taxes on its services to Referred Clients. Assessment Fees exclude any applicable sales tax, which Company will add where required.

5. Attribution Period and Non-Circumvention

5.1 Attribution Period. For each Referred Client, the "Attribution Period" begins on the Introduction Date and ends twenty-four (24) months later. The Attribution Period is not shortened by expiration or termination of this Agreement.

5.2 Non-Circumvention. During the Attribution Period, Consultant will not, directly or indirectly, avoid or reduce the Referral Fee, including by: (a) contracting with a Referred Client through an affiliate, partner, subcontractor or other third party; (b) encouraging a Referred Client to contract through a different entity, department or affiliate; or (c) delaying the signing of an engagement until after the Attribution Period for the purpose of avoiding the Referral Fee. Any Covered Services provided in these ways are treated as provided by Consultant.

5.3 Subcontracting. If Consultant engages another facilitator to deliver Covered Services to a Referred Client, the Referral Fee is still calculated on the full Gross Fees paid by the Referred Client.

5.4 Company's Clients. Consultant acknowledges that Company may have its own ongoing relationship with a Referred Client, including for assessments, the book, the virtual coach or other products. Nothing in this Agreement restricts Company from continuing to offer its own products and services to any Referred Client.

6. Consultant Standards and Intellectual Property

6.1 Qualifications. Consultant represents that it has, and will maintain, substantial expertise in the Five Factor Model and the skills to facilitate workshops for professional audiences. Consultant will provide Company with accurate information about its credentials, experience and references on request.

6.2 Professional Standards. Consultant will deliver Covered Services to Referred Clients in a professional and workmanlike manner, consistent with current scientific understanding of the Five Factor Model. Consultant will not present any personality assessment as a clinical or diagnostic tool, and will not advise any Referred Client to use personality assessment results as the sole basis for hiring, promotion, discipline or termination decisions.

6.3 Compliance with Laws. Consultant will comply with all laws that apply to its services, including employment, anti-discrimination, privacy and consumer protection laws.

6.4 Quality Concerns. Consultant will notify Company promptly of any material complaint from a Referred Client. Company may stop making referrals to Consultant at any time if it reasonably believes Consultant's services do not meet the standards in this Section 6.

6.5 Company Marks. Company grants Consultant a limited, non-exclusive, non-transferable, revocable license, during the Term, to use the "Big 5 at Work" name and logo (the "Company Marks") solely to identify Consultant as a member of the Big 5 at Work referral network, in accordance with any brand

guidelines Company provides. Consultant will not register or use any name, domain or social media handle confusingly similar to the Company Marks.

6.6 Company Materials. Company's assessments, book, workshop content, reports, software and other materials ("**Company Materials**") remain Company's exclusive property. Consultant may use Company Materials only as Company authorizes in writing, and will not copy, modify, resell or create derivative works from them without Company's prior written consent.

6.7 Consultant Materials. Consultant retains all rights in its own pre-existing and independently developed materials. Nothing in this Agreement transfers ownership of either Party's intellectual property to the other.

6.8 No Endorsement Claims. Except as permitted in Section 6.5, Consultant will not state or imply that Company employs, certifies, supervises or guarantees Consultant or its services.

7. Relationship, Confidentiality and Data

7.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, franchise or agency relationship. Neither Party may bind the other or make commitments on the other's behalf. Consultant is solely responsible for its own personnel, equipment, expenses, insurance, taxes and benefits.

7.2 Confidential Information. "**Confidential Information**" means non-public information disclosed by one Party to the other in connection with this Agreement that is marked confidential or would reasonably be understood to be confidential, including client identities and contact details, pricing, business plans and Company Materials. The receiving Party will use Confidential Information only to perform this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need to know it and are bound by similar obligations.

7.3 Exceptions. Confidential Information does not include information that: (a) is or becomes public through no fault of the receiving Party; (b) was known to the receiving Party without restriction before disclosure; (c) is independently developed without use of the disclosing Party's information; or (d) is lawfully received from a third party without restriction. A Party may disclose Confidential Information if required by law, after giving the other Party prompt notice where legally allowed.

7.4 Personal Data. Each Party will handle any personal information about Referred Client employees, including individual assessment results, in compliance with applicable privacy and data protection laws, will use it only for the purpose for which it was provided, and will apply reasonable security safeguards. Consultant will not share individual assessment results with a Referred Client's management except as the individual has been informed of and, where required by law, has consented to.

7.5 Return of Information. On termination, or on written request, each Party will return or destroy the other Party's Confidential Information, except as required to be kept by law or for the records required under Section 4.5.

7.6 Duration. The obligations in this Section 7 continue for three (3) years after termination of this Agreement, and for trade secrets and personal data, for as long as the information remains protected by law.

8. Warranties, Indemnification and Liability

8.1 Mutual Warranties. Each Party represents that: (a) it has full authority to enter into and perform this Agreement; (b) doing so does not breach any other agreement it is bound by; and (c) it will comply with all applicable laws in performing this Agreement.

8.2 Disclaimer. Except as stated in this Agreement, Company makes no warranty about any referral, including the creditworthiness, needs or conduct of any Referred Client, or that any referral will result in

business.

8.3 Indemnification by Consultant. Consultant will defend, indemnify and hold harmless Company and its owners, officers, employees and agents from any third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from: (a) services Consultant provides to any Referred Client; (b) Consultant's breach of this Agreement; or (c) Consultant's negligence, willful misconduct or violation of law.

8.4 Indemnification by Company. Company will defend, indemnify and hold harmless Consultant from any third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from a claim that Consultant's authorized use of the Company Marks or Company Materials under this Agreement infringes that third party's intellectual property rights.

8.5 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense and settlement (except that no settlement may impose obligations on the indemnified Party without its consent), and provide reasonable cooperation at the indemnifying Party's expense.

8.6 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA), OR CONSULTANT'S OBLIGATION TO PAY REFERRAL FEES OR ASSESSMENT FEES: (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY; AND (b) COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE REFERRAL FEES AND ASSESSMENT FEES PAID TO COMPANY BY CONSULTANT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for one (1) year, then renews automatically for successive one (1) year periods unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current period (the "**Term**").

9.2 Termination for Convenience. Either Party may terminate this Agreement at any time on thirty (30) days' written notice.

9.3 Termination for Cause. Either Party may terminate this Agreement immediately on written notice if the other Party: (a) materially breaches this Agreement and fails to cure the breach within fifteen (15) days after written notice; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings.

9.4 Effect of Termination. On termination: (a) Company will make no further referrals; (b) Consultant will stop using the Company Marks and Company Materials and stop identifying itself as part of the Big 5 at Work referral network; (c) Consultant's obligation to pay Referral Fees continues for every Referred Client introduced before termination, for the full Attribution Period and for all engagements agreed within it, as provided in Sections 3 and 5; and (d) Consultant remains responsible for any Assessment Fees it owes for places purchased before termination.

9.5 Survival. Sections 1, 3, 4, 5, 6.6, 6.7, 7, 8, 9.4, 9.5 and 10, and any other provision that by its nature should survive, survive termination or expiration of this Agreement.

10. General Provisions

10.1 Governing Law. This Agreement is governed by the laws of the State of Washington, without regard to its conflict-of-laws rules.

10.2 Dispute Resolution. The Parties will first try in good faith to resolve any dispute through discussion between their principals for thirty (30) days. If unresolved, either Party may request non-binding mediation in King County, Washington, with costs shared equally. If mediation does not resolve the dispute within sixty (60) days of the request, either Party may bring an action in the state or federal courts located in King County, Washington, and each Party consents to their exclusive jurisdiction. Either Party may seek injunctive relief at any time to protect its intellectual property or Confidential Information.

10.3 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

10.4 Notices. Notices must be in writing and delivered by hand, nationally recognized courier, or email with confirmation of receipt, to the addresses in the signature block (or as updated by notice). Notices are effective on receipt.

10.5 Assignment. Consultant may not assign or transfer this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate or to a successor to all or substantially all of its business. This Agreement binds and benefits the Parties and their permitted successors and assigns.

10.6 Entire Agreement; Amendment. This Agreement, including its exhibits, is the entire agreement between the Parties on its subject and replaces all prior discussions and agreements. It may be amended only by a written document signed by both Parties, except that Company may update Exhibit B as provided in Section 3.10.

10.7 Severability. If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will stay in effect.

10.8 No Waiver. A failure or delay in enforcing any provision is not a waiver of that provision or any other right.

10.9 Force Majeure. Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control.

10.10 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one agreement.

Signatures

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

COMPANY	CONSULTANT
SIGNATURE Click to sign	SIGNATURE Click to sign
ENTITY Christin Camacho, d/b/a Big 5 at Work	ENTITY (LEGAL NAME)
NAME Christin Camacho	NAME OF SIGNER
TITLE Founder and CEO	TITLE
DATE 	DATE
NOTICE ADDRESS 19224 Firlands Way N. Shoreline, WA 98133	NOTICE ADDRESS
NOTICE EMAIL christin.camacho@big5atwork.com	NOTICE EMAIL
	PHONE

How to sign: Open this PDF in Adobe Acrobat Reader (free), Apple Preview or a similar PDF app. Type your details into the shaded fields, then click the Consultant signature box to add your signature (or use your app's Fill & Sign / Sign tool to draw or type one). Save the file and email it to christin.camacho@big5atwork.com. Company will countersign and return a fully signed copy.

Exhibit A — Form of Referral Notice

Company sends a Referral Notice by email for each introduction. The date it is sent is the Introduction Date.

Subject: Big 5 at Work Referral Notice — [Client Organization]

Field	Details
Referral number	[B5W-YYYY-###]
Introduction Date	[DATE]
Client organization	[LEGAL NAME, and any known affiliates]
Client contact	[NAME, TITLE, EMAIL, PHONE]
Interest	[Workshop / Test Administration / Both]
Group size and timing	[e.g., 50–60 attendees, Q1]
Notes from Company	[Context from the inquiry]
Attribution Period ends	[Introduction Date + 24 months]
Assessment Fees	[Per Exhibit B, for each participating team]

This referral is made under the Referral Agreement between Christin Camacho, d/b/a Big 5 at Work, and [Consultant] dated [DATE]. A Referral Fee of 10% of Gross Fees for Covered Services applies, and Assessment Fees apply under Exhibit B. If this organization is a Pre-Existing Client, or if you decline this referral, please reply within five (5) business days.

Exhibit B — Assessment Pricing

These rates apply to every team that takes the Big 5 at Work assessment in connection with Consultant's services under Section 3.7, and match Company's published team pricing. Every participant receives the full assessment and an individual report. Prices are in U.S. dollars and exclude any applicable sales tax.

Places purchased for the team	Price
1–9 places	\$4.99 per participant
10–24 places	\$4.49 per participant
25–49 places	\$3.99 per participant
50 or more places	\$3.49 per participant
Team setup and team dashboard	\$50 per team, one time (the side-by-side team view used in workshops)

Examples. A 60-person workshop team: $60 \times \$3.49 = \209.40 , plus the \$50 team setup fee, for total Assessment Fees of \$259.40. If a team buys 20 places at \$4.49 each and later adds 10 more, the team's new total is 30 places, so the 10 added places are priced at the 25–49 rate of \$3.99 each.

Pricing effective October 1, 2026.