

## REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ (the "Company") and \_\_\_\_\_ (the "Referral Partner"). Both parties are sometimes referred to herein separately as a "Party" or collectively as the "Parties."

- 1. Scope.** Referral Partner has, and will, refer to Company qualifying new clients, in exchange for a Commission, as set forth below.
- 2. Referral of Prospects.** To be eligible for a Commission, a Referral Partner must identify prospective clients directly to the Company. Existing clients of a Company are not eligible as prospects, neither are customers currently in the sales funnels.
- 3. Commission.** If any referred prospective client becomes a client of the Company, the Referral Partner shall be paid a Commission equal to \_\_\_% of the total project budget. The Company shall pay Commission to the Referral Partner within 5 calendar days of receipt of payment(s) from the referred client.
- 4. Taxes.** Referral Partner shall be responsible for payment of all taxes to which the Commission is subject. Referral Partner agrees to indemnify and hold Company harmless against any taxes, including penalties, duties and interest levied by any government on the Commission.
- 5. No Other Rights.** No other rights or licenses are granted to Referral Partner under this Referral Agreement and this Agreement does not grant Referral Partner any right to resell or otherwise distribute any of Company's service or product, nor any right to use any of Company's trademark, trade name, logo.
- 6. Reserved Rights.** This Agreement is non-exclusive, and shall in no way limit either Party's right to sell directly or indirectly any product or service to any of its current or prospective clients.
- 7. Non-Circumvention.** Each Party hereto will learn the names, telephone numbers, and email addresses of customers, business partners, affiliates, investors, borrowers, lenders, agents, or banks of the other Party, hereinafter called "Contacts." Each Party acknowledges, accepts and agrees that the identities of the Contacts will be recognized as exclusive and valuable assets and trade secrets of the disclosing Party. Each Party agrees to keep confidential the names of any Contacts, and not directly or indirectly contact, negotiate or deal with any of the Contacts without a written permission from the disclosing Party to do so for the term of this Agreement, and two (2) years thereafter.
- 8. Non-Solicitation of Personnel.** During the term of this Agreement and for a period of one (1) year thereafter, each Party hereto will not directly or indirectly solicit the services of the other Party's employees or consultants.
- 9. Indemnity.** Company will defend, indemnify and hold Referral Partner harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from any action by a third party against Referral Partner that is based on a claim that any services performed as a result of this Agreement infringe, misappropriate or violate such third party's rights or any applicable law.

**10. Disclaimer of Warranty.** PARTIES MAKE NO WARRANTIES AND REPRESENTATIONS TO EACH OTHER OR ANY THIRD PARTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT.

**11. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE COMMISSION RECEIVED FOR THE QUALIFYING TRANSACTION.

**12. Term and Termination.** This Referral Agreement will commence on the Effective Date and will continue for one year, unless terminated earlier by either Party upon written notice to the other Party. Termination of the Agreement shall not affect a Party's obligation to pay Referral Partner the Commission for a qualifying transaction entered into prior to the termination date.

**13. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles that would result in application of any other law. Any legal action or proceeding arising under this Agreement will be brought in the courts located in \_\_\_\_\_, and the Parties irrevocably consent to the personal jurisdiction and venue therein.

**14. General.** The Parties are independent contractors. This Agreement does not confer any rights upon any third party. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy shall imply or constitute a waiver of the same or any other condition, covenant, right or remedy contained herein. If a competent authority declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this agreement:

**COMPANY:**

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REFERRAL PARTNER:**

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_