

# REFERRAL AGREEMENT

## PARTIES

- This Referral Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “**Referrer**”), and \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the “**Seller**”) (collectively referred to as the “**Parties**”).
- The Seller is in the business of \_\_\_\_\_.
- The Referrer has contacts with \_\_\_\_\_ and has agreed to act as an intermediary finder of clients for the Seller and his/her services.

## TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on \_\_\_\_\_.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

## TERMINATION

- This Agreement may be terminated in case the following occurs:  
Immediately in case one of the Parties breaches this Agreement.
- At any given time by providing a written notice to the other party \_\_\_\_\_ days prior to terminating the Agreement.

## RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Referrer in this Agreement is an independent contractor where the Referrer provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Referrer be considered an employee.
- Whereas, this Agreement does not create any other partnership between the Parties.

## PAYMENT AND FEES

- The Parties agree that the Referrer will receive \_\_\_\_\_ commission per referral.
- The Parties agree that the Referrer will provide an invoice to the Seller every \_\_\_\_\_ days/months for the Services he/she completes.

- The Parties agree that the means of payment will be via

---

---

### **CONFIDENTIALITY**

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Referrer, unless the disclosure is required pursuant to the process of law.
- The Referrer will not be entitled to use any information provided to him/her even after the conclusion of the Agreement for a period of \_\_\_\_\_ years.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Seller.
- This section will remain in force regardless of the fact in case the Agreement is terminated.
- The Referrer is not to use the Seller's information for advertisements or any other promotional activity without the Seller's written consent.
- The Referrer is not to use any intellectual property provided to him/her by the Seller without the written consent of the Seller.

### **LIMITATION OF LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one party's negligence or breach.

### **INDEMNITY**

- The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the party that is indemnified, its successors and assigns that occurs in terms of this Agreement.
- This section will remain in full force and tact as well as effect even upon the termination of the Agreement naturally or the early termination by either of the Parties.

### **DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to \_\_\_\_\_ (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of, \_\_\_\_\_.

**GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

**SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

**ENTIRE AGREEMENT**

- This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

REFERRER

SELLER

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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