

## Referral Agreement

THE PARTIES TO THIS AGREEMENT ARE:

The Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Company:

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Whereas the Agent may from time to time refer potential customers to the Company for a referral fee.

The Parties agree to the following:

1. Referred clients will either purchase contracts wherein a monthly retainer fee is paid OR a contract wherein a one time flat fee is paid. The Agent will receive ten per cent (10%) of the entire total value of the contract. Total value will exclude any services that extend beyond one year. Total value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution. Subsequent sales of goods or services to the referred customer shall not be subject to a referral fee.
2. Fees will be reconciled after the client has paid two (2) months of their monthly contract OR 30% of their flat fee (normally the first payment). Upon reconciliation of referral fees due, the Agent shall issue an invoice to the Company and payment shall be effected within thirty (30) days of submission of said invoice.
3. Placement of advertisements and referral methods for the Company are at the sole discretion of the Agent. However, in order to solicit sales, the Agents shall not make promises or issue any warranty either expressed or implied pertaining to the goods or services offered by the Company unless authorized in writing by the Company to do so.
4. The Agent may make use of the Company's trademarks for the sole purpose of promoting the Company's goods or services. Any such use shall be in accordance with the Company's trademark policies. It is expressly understood that this referral agreement does not grant the Agent any interest in the Company's trademarks or any other intellectual property rights.
5. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to the Company, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.

6. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of the Company and the Agent shall have no rights under any other agreements entered into by the Company with other Agents.
7. The Agent agrees not to disclose any confidential information pertaining to the Company's goods or services nor that of prospective or existing customers to any third party. The Agent may do follow-up enquiries with its referred customers to confirm their purchase and to gather feedback about their experience with the Company's goods or services as supplied.
8. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days.
9. If any provision or provisions of this Agreement shall be held as invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
10. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.
11. This agreement shall be governed by the laws of the State of Virginia. Any dispute arising hereunder shall be resolved in a court of law in the County of Fairfax, State of New York.
12. This agreement may be executed in counterparts; faxes and PDFs of signatures shall be treated as originals.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Agent

By:

Postion:

\_\_\_\_\_  
Company

By:

Postion

Both signatories duly warrant their authority to sign this agreement.