

## REFERRAL AGREEMENT

This Referral Agreement (this “Agreement”), effective as \_\_\_\_\_ (the “Effective Date”), is by and between [COMPANY #1] with an address of [ADDRESS] (“Company”), and [COMPANY #2] with an address of [ADDRESS] (“Referral Partner”).

**WHEREAS**, Company and Referral Partner desire to enter into an agreement pursuant to which either party (hereinafter, “Referrer”) may, from time to time, refer leads to the other party (hereinafter, “Recipient”), pursuant to which Referrer would be entitled to a fee in the event that such lead resulted in generated business by Recipient for which Recipient received consideration;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Company and Referral Partner hereby agree as follows:

1. **Referrals.** Either party may from time to time refer potential customers (“Prospects”) to the other party, by completing and delivering - or by directing a Prospect to complete and deliver - a Prospect Referral form in the form attached hereto as **Exhibit A** either (a) online (b) via email or (c) by facsimile to Company or Referral Partner at the applicable notification provided in this Agreement or agreed to by Company or Referral Partner. If the Prospect is not an existing or former customer of Recipient, and has not already been contacted by or referred to Recipient, Recipient will notify Referrer within five (5) business days (via email or fax at the email address or facsimile number for Referrer provided in this Agreement) of its approval of the Prospect referral. If approval is not received within such five (5) business day period, the Prospect referral will be deemed rejected. Recipient shall have sole discretion related to its approval or rejection of a Prospect referral, including resolution of any dispute between two or more referrers, finders or other persons. Referrer is expected to cooperate with Recipient and, to the extent requested by Recipient, remain actively involved in Recipient’s sales campaign with respect to each Prospect referral and support Recipient’s solution as proposed by Recipient to the Prospect.

2. **Compensation.** In the event that Recipient enters into an agreement to provide services for an approved Prospect within [LENGTH OF REFERRAL FEE] years of such Prospect being referred to Recipient by Referrer, Recipient shall pay a fee (the “Referral Fee”) to Referrer in an amount equal to [REFERRAL FEE AMOUNT OR PERCENTAGE] of the income generated, payable by such approved Prospect and actually received by Recipient under the terms of the agreement between Recipient and the approved Prospect. The Referral Fee shall be considered complete consideration for all Referrals made during the Term. Referrer shall be responsible for any and all income and other taxes applicable to it in connection with its receipt of Referral Fee pursuant hereto and as an independent contractor of the Company. The Company will not be responsible for any expenses of the Referrer in the course of the performance of its obligations hereunder unless such expenses have been previously approved in writing by the Company.

Neither a Referral Fee nor any other amount shall be owed to Referrer in the event (i)

or punitive damages, the other party shall be entitled to seek injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining a party from any actual or threatened breach of such provision. The terms of this Section 7 shall survive termination of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties.

11. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of [STATE], without regard to conflicts of laws. Any action or proceeding based on this Agreement shall be brought only in the state or federal courts located in the County of [COUNTY], State of [STATE], and both parties agree to submit to the exclusive personal jurisdiction of such courts. Process in any such action or proceeding may be served on either party anywhere in the world. Company and Referral Partner agree that the prevailing party in any such action or proceeding shall be entitled to recover the reasonable attorneys' fees and costs incurred by such party in the course of prosecuting or defending any lawsuit brought under this Agreement.

12. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

13. **Survival.** The terms of this Agreement shall survive the term of this Agreement and shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legates of all parties.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

**COMPANY:**

**REFERRAL PARTNER:**

[COMPANY #1]

[COMPANY #2]

By: \_\_\_\_\_  
[Company #1 Signatory]

By: \_\_\_\_\_  
[Company #2 Signatory]