

## **REFERRAL FEE AGREEMENT**

This Referral Fee Agreement (hereinafter the "Agreement") is made on [Insert Date] (the "Effective Date"), by and between [Insert Seller Name] of [Insert Seller Address] (hereinafter referred to as "Seller") and [Insert Referrer Name] of [Insert Referrer Address] (hereinafter referred to as "Referrer").

WHEREAS, Seller desires to sell certain services;

WHEREAS, Referrer has contacts within the [Insert Industry Name] industry and desires to act as an intermediary finder of buyers for Seller's services;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

### **I. LEGAL COMPLIANCE.**

As required by the [Insert Industry Name] industry, Referrer shall comply with all applicable laws and has obtained the necessary licenses.

### **II. TERM AND TERMINATION.**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of [Insert Number] days from the date of this Agreement (the "Term") unless earlier terminated by either party upon at least [Insert Number] days' prior written notice.

### **III. EXCLUSIVITY.**

For the term of this Agreement, Referrer shall have the exclusive right to introduce prospective

buyers to the Seller who are not already known to the Seller.

#### **IV. FEES AND PAYMENT.**

The following must take place in order for the Referrer to be paid. If these conditions are not met, Referrer will receive no payment.

[Insert Rules Dictating When Referrer Gets Paid]

The Referrer's fee shall be calculated as [Insert Number]% of the net value of the services sold by Seller as a direct result of an introduction. The net value shall exclude value-added tax, postage, and packaging, insurance, refunds, and payments not honored by a financial institution.

Upon determination of referrer fees due, the Referrer shall issue an invoice to the Seller and payment shall be due net thirty (30) days from the date of the invoice.

Acceptable forms of payment include the following:

[Insert Acceptable Forms of Payment]

#### **V. NON-CIRCUMVENTION.**

During the term of this Agreement and for [Insert Period of Months] thereafter, the Seller will not attempt to do business with, or otherwise solicit any buyers found or otherwise referred by Referrer to the Seller for the purpose of circumventing, the result of which shall be to prevent the Referrer from realizing or recognizing a commission or Referrer's fee. If such circumvention shall occur the Referrer shall be entitled to any commissions due pursuant to this Agreement or Referrer's fee relating to such transaction.

#### **VI. FINAL AGREEMENT.**

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

#### **VII. LEGAL CONSTRUCTION.**

In the event any one or more of the provisions contained in this Agreement shall for any reason

be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**VIII. GOVERNING LAW.**

This Agreement shall be governed by the laws of [Insert Location], without giving effect to principles of conflicts of law.

**IX. SIGNATORIES.**

This Agreement shall be executed on behalf of the Seller by [Insert Seller Name] and on behalf of the Referrer by [Insert Referrer Name]. The Agreement shall be effective as of the Effective Date first written above.

**SELLER:**

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Name of Seller]

**REFERRER:**

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Name of Referrer]