**Amount** ($ or %)

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**IV. End Date**. This Agreement shall: (check one)

☐

- Terminate upon written notice to the other Party of at least \_\_\_\_ day(s).

☐

- Terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

☐

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**V. Referrals**. The Company shall pay the Affiliate the following referral amount: (enter

below)

☐

**Service/Goods**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Referral Amount”)

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**I. The Parties**. This Referral Fee Agreement (“Agreement”) made this

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) between:

**Company**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) with a mailing address of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

AND

**Affiliate**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Affiliate”) with a mailing address of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

**REFERRAL FEE (AFFILIATE) AGREEMENT**

Company and Affiliate are each referred to herein as a “Party” and, collectively, as the

"Parties."

**II. Referral Business**. This Agreement shall be determined by the Affiliate’s ability to

provide the Company the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Referral Business”).

**III. Start Date**. This Agreement shall: (check one)

☐

- Begin on the Effective Date.

☐

- Begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

another represent significant efforts and working relationships that are unique to, and

**VIII. Payment Method**. The Payment shall be made in the following manner: (write)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**IX. Exclusivity**: (check one)

☐

- **Exclusivity**. The Affiliate agrees to an exclusive arrangement to provide

leads and referrals related to the Referral Business.

☐

- **No Exclusivity**. This Agreement shall not be construed to be a commitment

by either of the Parties to work exclusively with one another regarding referrals of

potential new business or any other business activities.

**X. Non-Circumvention**. The Parties agree that all third (3rd) parties introduced to one

Payment shall be made in accordance with Section XI.

part of, the work product and intellectual capital. Therefore, without prior written consent

the Parties agree to refrain from conducting direct or indirect business dealings of any

kind with any third (3rd) party so introduced, with the exception of third (3rd) parties with

either of the Parties previously had a formal business relationship, for a period of three

(3) years before the Effective Date of this Agreement.

**XI. Payment Conditions**. The Payment shall be made by the Company to the Affiliate

after collecting full payment for the goods or services referred. If for any reason the

transaction in connection with the Referral Amount(s) shall be refunded or disputed, the

Company shall be owed any and all Referral Amount(s) paid to the Affiliate. At the

option of the Company, the owed Referral Amount(s) from a dispute or refund shall

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐

- Not pay the Affiliate for leads.

☐

- Pay the Affiliate the following lead amount: (enter below)

**Amount** ($)

**Type** (e.g. E-Mail, Sign-up, etc.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VI. Leads**. The Company shall: (check one)

(“Lead Amount”)

A successful lead shall be determined by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**VII. Payment**. The Referral Amount, and Lead Amount (if any), shall be paid by the

Company to the Affiliate: (check one)

☐

- \_\_\_\_ days after the referred transaction has completed (“Payment”).

☐

- On the \_\_\_\_ of every month (“Payment”).

☐

- Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Payment”).

invalid or unenforceable, only that particular provision or part so found, and not the

entire Agreement, shall be considered invalid.

**XV. Additional Terms & Conditions**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XVI. Entire Agreement**. This Agreement constitutes the entire agreement between the

Parties hereto with respect to the subject matter contained in this Agreement and

supersedes all prior agreements, understandings, and negotiations between the Parties.

**Company’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XIV. Severability**. In the event any provision or part of this Agreement is found to be

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

**Affiliate’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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shareholders, investors, legal counsels or financial advisors regarding the transaction

Affiliate.

**XII. Confidentiality**. The Parties acknowledge that the existence and the terms of this

Agreement, and any oral or written information exchanged between the Parties in

connection with the preparation and performance of this Agreement, are regarded as

confidential information. Each Party shall maintain confidentiality of all such confidential

information, and without obtaining the written consent of the other Party, it shall not

disclose any relevant confidential information to any third (3rd) parties, except for the

information that: (a) is or will be in the public domain (other than through the receiving

Party’s unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to

the applicable laws or regulations, rules of any stock exchange, or orders of the court or

other government authorities; or (c) is required to be disclosed by any Party to its

either be applied to future Referral Amount(s) paid or be paid immediately by the

contemplated hereunder, provided that such shareholders, investors, legal counsels or

financial advisors shall be bound by the confidentiality obligations similar to those set

forth in this Section. Disclosure of any confidential information by any employee, officer,

staff, affiliates, or other agents by any Party shall be deemed disclosure of such

confidential information by such Party, which Party shall be held liable for breach of this

Agreement. This Section shall survive this Agreement for a period of the maximum

allowed under State and Federal law.

**XIII. Governing Law**. This Agreement shall be governed by and construed in

accordance with the laws in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.