REFERRAL AGREEMENT

This Referral Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Company (the business that receives referrals and pays the fee): _____, mailing address _____.

Referrer (the person or business introducing customers): _____, mailing address _____.

1. REFERRALS

"Products" means the following products or services the Company offers: _____.

The Referrer will register each prospect (check one): [ ] in writing by email or referral form; [ ] through a unique referral link or code; [ ] in the Company's partner portal. The Company will accept or decline a written or portal registration within _____ business days, and a registration not declined in time is accepted.

A registered prospect becomes a "Qualified Referral" if, within _____ days after registration, it (check one): [ ] signs a contract or places a first order; [ ] pays for its first purchase. Minimum first purchase (if any): $_____.

No fee is owed for (check all that apply): [ ] existing customers and customers from the past 12 months; [ ] prospects the Company was already talking to; [ ] prospects another referrer registered first; [ ] the Referrer itself, its owners, staff and related businesses.

The Company decides whether to do business with any prospect, but may not refuse one to avoid paying a fee.

2. REFERRAL FEE AND PAYMENT

For each Qualified Referral the Company will pay (check one): [ ] a flat fee of $_____; [ ] _____% of the [ ] net [ ] gross revenue from the customer's first purchase; [ ] _____% of the [ ] net [ ] gross revenue the customer pays during its first _____ months. Maximum fee per referral (if any): $_____. Percentage fees are earned only on amounts the Company actually receives.

The Company will pay (check one): [ ] within _____ days after each fee is earned; [ ] monthly; [ ] quarterly, within _____ days after each period ends, with a statement of referrals and fees. Customer program rewards are paid as [ ] cash [ ] an account credit.

If a customer's purchase is refunded or cancelled within _____ days, the related fee is reversed (leave blank if fees are never reversed). The Referrer pays its own taxes and expenses and will provide an IRS Form W-9 before the first payment.

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3. REFERRER CONDUCT

The Referrer only makes introductions. It is not the Company's agent, cannot bind the Company or accept payments for it, will describe the Products accurately, will disclose its fee where the law requires or when asked, and will follow all marketing, privacy and anti-spam laws.

Use of the Company's name and logo (check one): [ ] allowed in materials the Company provides; [ ] only with prior written approval.

Optional: [ ] each party keeps the other's non-public information confidential for two years after this Agreement ends; [ ] the Company will not deal with a registered prospect to avoid the fee for _____ months after registration.

4. PROFESSIONAL REFERRALS

If the referrals involve real estate, mortgage or title services, legal services, health care, or financial, insurance or investment services, federal and state laws and professional rules may restrict or prohibit referral fees, including Section 8 of the Real Estate Settlement Procedures Act (12 U.S.C. § 2607), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and lawyer conduct rules. No fee is owed where the law bars it. Neither party represents that any fee is lawful. Have a lawyer review this Agreement before any fee is paid. Referrer's license (if any): _____.

5. TERM AND TERMINATION

This Agreement lasts (check one): [ ] until either party ends it; [ ] _____ months. Either party may end it on _____ days' written notice, or at once for an uncured material breach after 15 days' notice.

A prospect registered before the end that becomes a Qualified Referral within _____ days after the end date (the tail period) still earns the fee, unless the Agreement ended for the Referrer's breach or fraud.

The Referrer is an independent contractor and not an employee, partner or agent of the Company.

6. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration.

Neither party is liable for indirect or consequential damages, except for fees owed, indemnities, fraud or willful misconduct. This Agreement is the complete agreement of the parties and can be changed only in a signed writing. The Referrer may not assign it without consent. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

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SIGNATURES

Company

Signature: _____ Date: _____

Printed Name: _____

Referrer

Signature: _____ Date: _____

Printed Name: _____

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