

REFERRAL AGREEMENT

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This Referral Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[REFERRER LEGAL NAME], a [STATE] [ENTITY TYPE OR INDIVIDUAL] with its principal place of business or residence at [REFERRER ADDRESS] (the "**Referrer**").

Company and Referrer are each a "**Party**" and together the "**Parties**."

Recitals. Company offers certain products or services and wishes to receive referrals of potential customers from Referrer. Referrer is willing to refer potential customers to Company in exchange for the referral fees described below. In consideration of the mutual promises below, the Parties agree as follows.

1. Referrals

1.1 Purpose. Referrer may, from time to time, introduce or refer to Company prospective customers for Company's products or services described in **Exhibit A (Offerings)** (the "**Offerings**"). This Agreement does not obligate Referrer to make any referral or Company to accept any referral.

1.2 Qualified Referral. A "**Qualified Referral**" is a prospective customer (a "**Referred Prospect**") that: (a) Referrer introduces to Company by the method in Section 1.3; (b) was not already in Company's sales pipeline or an existing customer; and (c) Company accepts and registers under Section 1.4.

1.3 Method of referral. Referrer will submit each referral in writing through [FORM / EMAIL TO [ADDRESS] / PORTAL], including the Referred Prospect's name, contact information, and the nature of the opportunity. Referrer will make referrals only with the Referred Prospect's consent where required by law.

1.4 Acceptance and registration. Company will, within [NUMBER, e.g. 5] business days, notify Referrer whether it accepts the referral as a Qualified Referral. Company may decline a referral that is already in its pipeline, an existing customer, or otherwise outside this Agreement, and will tell Referrer the general basis for declining.

1.5 Referral period. A registered Qualified Referral remains attributed to Referrer for [NUMBER, e.g. 90] days from registration (the "**Referral Period**"). If the Referred Prospect signs a qualifying transaction during the Referral Period, a referral fee is earned under Section 2.

2. Referral Fees

2.1 Fee. For each Qualified Referral that results in a qualifying transaction, Company will pay Referrer a referral fee equal to [PERCENTAGE OF NET REVENUE / FLAT AMOUNT PER CUSTOMER], as detailed in **Exhibit B (Fee Schedule)**.

2.2 Qualifying transaction. A "qualifying transaction" means a Referred Prospect's purchase of an Offering under an executed order or contract with Company during the Referral Period, after which the customer has paid Company the amount on which the fee is based.

2.3 When earned and paid. A referral fee is earned only when Company has received the corresponding payment from the customer, and is not earned on amounts refunded, credited, charged back, or never collected. Company will pay earned fees within **[NUMBER, e.g. 30]** days after the end of the month in which they are earned.

2.4 Fee basis and term. Unless Exhibit B says otherwise, fees are calculated on net amounts actually received, excluding taxes, shipping, and third-party pass-through charges, and are paid on the initial qualifying transaction only. **[OPTIONAL: extend to renewals or recurring revenue for [PERIOD]; define clearly.]**

2.5 Statements. With each payment, Company will provide a statement showing the Qualified Referrals, transactions, amounts received, and fees calculated for the period.

2.6 Taxes. Referrer is responsible for all taxes on the referral fees Referrer receives. Company may issue tax-reporting forms as required by law, and Referrer will provide a completed tax form on request.

3. Referrer Conduct

3.1 Accurate representations. Referrer will describe the Offerings only as set out in Company's then-current materials and will not make false, misleading, or exaggerated statements about the Offerings, Company, or competitors.

3.2 No authority. Referrer is not Company's agent and has no authority to negotiate, set prices, accept orders, make commitments, or sign contracts on Company's behalf. Company alone decides whether to do business with any Referred Prospect and on what terms.

3.3 Disclosure and compliance. Referrer will comply with all laws applicable to its referral activity, including advertising, anti-spam, telemarketing, data-protection, and disclosure laws, and will disclose its referral relationship with Company where required. **[Endorsement-disclosure and anti-bribery rules vary by jurisdiction and industry; confirm with counsel, especially for regulated sectors such as financial, legal, healthcare, or insurance referrals, which may restrict or prohibit referral fees.]**

3.4 No improper inducements. Referrer will not offer, give, or promise anything of value to a Referred Prospect, public official, or third party to improperly influence a transaction.

4. Company Conduct

4.1 Good-faith handling. Company will handle Qualified Referrals in good faith and will use commercially reasonable efforts to follow up with Referred Prospects, though Company retains sole discretion over its sales process and pricing.

4.2 Accurate records. Company will keep accurate records of Qualified Referrals and the transactions and payments on which fees are based, and will make those records reasonably available to Referrer to verify fee calculations under Section 6.

5. Confidentiality

5.1 Confidential Information. Each Party will protect the other's non-public information disclosed under this Agreement, including the identity and information of Referred Prospects, pricing, and business plans, with at least reasonable care, use it only to perform under this Agreement, and disclose it only to those who need it and are

bound by comparable obligations.

5.2 Exclusions and compelled disclosure. The obligations do not apply to information that is public, already known, rightfully obtained from a third party, or independently developed. A Party may disclose Confidential Information as required by law, with prompt notice where legally permitted.

5.3 Prospect data. Each Party will handle Referred Prospect personal data in compliance with applicable data-protection laws, including obtaining any consent required before sharing contact information.

6. Audit and Dispute of Fees

6.1 Audit. On reasonable prior notice, no more than [once per [PERIOD]], Referrer may have an independent accountant inspect Company's relevant records solely to verify fee calculations, during normal business hours and subject to confidentiality.

6.2 Adjustments. If an audit shows an underpayment, Company will pay the shortfall promptly. If the underpayment exceeds [PERCENTAGE, e.g. 5%] of fees due for the audited period, Company will also bear the reasonable cost of that audit.

6.3 Disputes. The Parties will work in good faith to resolve any fee dispute. Pending resolution, Company will pay all undisputed amounts when due.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

7.2 Termination for convenience. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 30] days' prior written notice.

7.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

7.4 Tail on pending referrals. On termination other than for Referrer's uncured breach, Company will still pay referral fees for Qualified Referrals registered before termination whose qualifying transactions close within the Referral Period in effect at termination. No new referrals may be submitted after termination.

7.5 Survival. Sections 2 (for fees earned or accruing under Section 7.4), 5, 6, and 8, and any provision that by its nature should survive, survive termination.

8. General Provisions

8.1 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, franchise, or employment relationship, and neither may bind the other.

8.2 Non-exclusivity. This Agreement is non-exclusive. Each Party may enter similar arrangements with others, unless an Exhibit expressly provides otherwise.

8.3 Limitation of liability. Except for breach of confidentiality, a Party's indemnification obligations, or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's aggregate liability under this Agreement will not exceed the total referral fees paid or payable in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

8.4 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

8.5 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.6 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.7 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 **Severability, waiver, and counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY	REFERRER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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