

ATTORNEY REFERRAL FEE AGREEMENT

I. The Parties. This Attorney Referral Fee Agreement ("Agreement") made this _____, 20____ ("Effective Date") between:

Handling Attorney: _____ ("Handling Attorney") with a mailing address of _____, City of _____, State of _____,

Referring Attorney: _____ ("Referring Attorney") with a mailing address of _____, City of _____, State of _____,

AND

Client: _____ ("Client") with a mailing address of _____, City of _____, State of _____.

Handling Attorney and Referring Attorney are each referred to herein as a "Party" and, collectively, as the "Parties."

II. Referral Business. This Agreement shall be determined by the Referring Attorney's ability to provide the Handling Attorney the Client's business ("Referral Business").

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

- Begin on the Effective Date.
- Begin on _____, 20____.
- 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. Referral. The Handling Attorney shall pay the Referring Attorney the following referral amount:

_____ ("Referral Amount").

VI. Payment. The Referral Amount, and Lead Amount (if any), shall be paid by the Handling Attorney to the Referring Attorney: (check one)

- ____ days after payment by the Client ("Payment").
- Other. _____ ("Payment").

Payment shall be made in accordance with Section IX.

VII. Exclusivity: (check one)

- **Exclusivity.** The Referring Attorney 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.

VIII. Non-Circumvention. The Parties agree that all third (3rd) parties introduced to one another represent significant efforts and working relationships that are unique to, and 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.

IX. Payment Conditions. The Payment shall be made by the Handling Attorney to the Referring Attorney after collecting full payment for the services referred. If for any reason the transaction in connection with the Referral Amount(s) shall be refunded or disputed, the Handling Attorney shall be owed any and all Referral Amount(s) paid to the Referring Attorney. At the option of the Handling Attorney, the owed Referral Amount(s) from a dispute or refund shall either be applied to future Referral Amount(s) paid or be paid immediately by the Referring Attorney.

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

XI. Governing Law. This Agreement shall be governed by and construed in accordance with the laws in the State of _____.

XII. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be considered invalid.

XIII. Additional Terms & Conditions. _____
_____.

XIV. 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.

Handling Attorney 's Signature _____

Date _____

Affiliate Attorney's Signature _____

Date _____

Client's Signature _____

Date _____