

REFERRAL FEE (AFFILIATE) AGREEMENT

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 _____.

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_____.
- 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)

Amount (\$ or %)	Service/Goods
_____	_____
("Referral Amount")	

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

- Not pay the Affiliate for leads.
- Pay the Affiliate the following lead amount: (enter below)

Amount (\$)

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

("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").

Payment shall be made in accordance with Section XI.

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 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.

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

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

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

XIV. 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.

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** _____

Print Name _____

Affiliate's Signature _____ **Date** _____

Print Name _____