

SIMPLE REFERRAL FEE AGREEMENT

Location: _____ Date: _____

Parties:

Referrer Name: _____

Referrer Address: _____

Referrer Phone/Email: _____

and

Recipient Name: _____

Recipient Address: _____

Recipient Phone/Email: _____

Recitals:

WHEREAS, Referrer has relationships or sources of potential business referrals beneficial to Recipient; and
WHEREAS, Recipient desires to compensate Referrer for certain referrals under the terms set forth herein.

1. Referral Fee:

Recipient agrees to pay Referrer a referral fee of _____ USD (the "Referral Fee") for each new client or business opportunity introduced by Referrer that results in Recipient entering into a binding agreement or transaction.

2. Payment Terms:

The Referral Fee shall be due and payable within _____ days after Recipient receives payment from the referred client. Payment will be made by check, wire transfer, or other mutually agreed method.

3. Term and Termination:

This Agreement shall commence on the date set forth above and continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect Referrer's right to receive Referral Fees for referrals made prior to termination.

4. Independent Contractor:

Referrer is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Referrer shall have no authority to bind Recipient.

5. Confidentiality:

Each party agrees to keep confidential all proprietary or confidential information received from the other party in connection with this Agreement, except as required by law or with prior written consent.

6. Compliance with Laws:

Referrer agrees to comply with all applicable laws and regulations in performing services under this Agreement, including but not limited to anti-bribery, anti-corruption, and privacy laws.

7. Indemnification:

Referrer shall indemnify, defend, and hold harmless Recipient and its affiliates from any claims, losses, damages, liabilities, or expenses arising out of Referrer's breach of this Agreement or violation of law.

8. Limitation of Liability:

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

9. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Entire Agreement; Amendments:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings. Any amendment must be in writing and signed by both parties.

11. Notices:

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming receipt, to the addresses set forth above or such other address as designated.

12. Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision reflecting the parties' intent as closely as possible.

13. Waiver:

No failure or delay by either party in exercising any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or remedy.

14. Counterparts and Electronic Signatures:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed originals for all

purposes.

REFERRER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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