

## **REFERRAL FEE AGREEMENT**

This referral Fee Agreement (hereinafter the "Agreement") is made this \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Buyer") and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Referrer").

WHEREAS, Buyer desires to purchase certain goods;

WHEREAS, Referrer has contacts within the \_\_\_\_\_ industry and desires to act as an intermediary finder of good for buyer;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

### **I. LEGAL COMPLIANCE.**

As required by the \_\_\_\_\_ industry, Referrer shall comply with all applicable laws and has obtained the necessary licenses.

### **II. TERM AND TERMINATION.**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of a 0 days from the date of this Agreement (the "Term"), unless earlier terminated by either party upon at least \_\_\_\_\_ days prior written notice.

### **III. EXCUSIVITY.**

For the term of this Agreement, Referrer shall have the exclusive right to introduce prospective sellers to the Buyer who are not already known to the Buyer.

### **IV. FEES AND PAYMENT**

This Agreement contemplates an introduction only.

The Referrer's fee shall be calculated as of 0% of the net value of the goods bought by Buyers as a direct result of the introduction. Net values shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution.

Upon determination of the referrer fees due, the Referrer shall issue an invoice to the Buyer and payment shall be due net thirty (30) days from the date on the invoice.

Acceptable forms of payment include the following:

**V. NON-CIRCUMVENTION**

During the term of this Agreement, the Buyer will not attempt to do business with, or otherwise solicit any sellers found or otherwise referred by Referrer to the Buyer for the purpose of circumventing, the results of which shall be to prevent the Referrer from realizing or recognizing a commission of Referrer’s fee. If such circumvention shall occur the Referrer shall be entitled to any commissions due pursuant to this Agreement or Referrer’s fee relating to such transaction.

**VI. FINAL AGREEMENT.**

This Agreement represents the entire agreement with respect to the subject matter hereof and terminated and supersedes all prior understanding or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

**VII. LEGAL CONSTRUCTION.**

In the event any one of more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**VIII. GOVERNING LAW.**

The Agreement shall be governed by the laws of \_\_\_\_\_, without giving effect to principles of conflicts of law.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_