**Agreement Template Disclaimer**

*This template is intended to provide a general outline that you can use to create your own agreements. It does not constitute legal advice, nor does it substitute for legal advice. The specific terms and conditions for your agreement may vary depending upon the unique circumstances of your business situation.*

*Always consult with a legal professional before entering into any agreement or contractual obligation. It is important to ensure that any agreement, contract, or legal document you enter into is compliant with the laws in your state and country.*

*This template is provided “as is” without any express or implied warranty, including but not limited to the warranties of merchantability or fitness for any particular purpose. In no event shall Impartner be liable for any damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this template, even if advised of the possibility of such damages.*

*Please have your legal team review this agreement before sharing it with a potential partner. It is your responsibility to ensure that the agreement is legally binding and protects your interests.*

**REFERRAL PARTNER AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Referral Partner") each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

1.1 "Referral" means a potential customer or client introduced or identified to the Company by the Referral Partner.

1.1.1 "Acknowledged Referral" occurs when the Company confirms in writing that the Referral has been recorded as originating from the Referral Partner. The Company reserves the right, in its sole discretion, to reject any Referral if it does not meet the Company's requirements, or if it is determined to be a pre-existing contact or lead in the Company's database, or is currently in active negotiation with the Company.

1.2 "Qualified Lead" means a Referral that fulfills all of the following criteria:

* The Referral must enter into a binding agreement with the Company for the purchase of the Company's products or services;
* The Company must receive the full agreed-upon payment from the Referral, in accordance with the terms of the Referral's agreement with the Company;
* The Referral must not already be an existing customer of the Company, must not be in active negotiations with the Company prior to the referral, and must not have been referred by another party;
* The Referral must comply with all applicable laws and regulations and must not be involved in any activity that could damage the reputation or business of the Company; and
* The Referral must enter into a binding agreement with the Company within a predefined time period from the date of the referral, as agreed upon by the Parties in writing.

The determination of whether a Referral is a Qualified Lead will be made by the Company in its sole discretion. The Company will notify the Referral Partner in writing upon the conversion of a Referral into a Qualified Lead.

**SECTION 2: DUTIES AND OBLIGATIONS**

2.1 Referral Partner Duties: The Referral Partner agrees to perform the following duties:

* Referral Partner will use their best efforts to promote the Company's products and services to potential customers in a professional and ethical manner;
* Referral Partner will refer potential customers to the Company by providing the Company with the potential customer's name, contact information, and any other information necessary for the Company to contact the potential customer;
* Referral Partner will provide continuous support in facilitating communication between the Company and the referred potential customer until such time the Company deems the lead as Qualified or unqualified; and
* Referral Partner agrees to provide regular status reports to the Company regarding their promotion efforts and referrals, as may be reasonably requested by the Company from time to time.

2.2 Company Duties: The Company agrees to perform the following duties:

* The Company will provide the Referral Partner with the necessary information about the Company's services to enable the Referral Partner to effectively promote their products and services;
* The Company will track the leads referred by the Referral Partner and keep the Referral Partner informed about the status of these leads;
* The Company will pay the Referral Partner the referral fees for Qualified Leads in accordance with the terms and conditions of Exhibit A of this Agreement; and
* The Company will provide necessary training and support to the Referral Partner to enable them to fulfill their obligations under this Agreement effectively.

**SECTION 3: REFERRAL FEES**

3.1 Fee: The Company will pay the Referral Partner a referral fee for each Qualified Lead in accordance with the terms and conditions of Exhibit A of this Agreement.

3.1.1 The referral fee will be a fixed fee, sliding rate, or percentage of the total contract value (excluding any applicable taxes) received by the Company from a Qualified Lead for the purchase of the Company's services during the initial term of the agreement with the Qualified Lead. The exact terms are set forth in Exhibit A.

3.1.2 If the Qualified Lead renews its agreement with the Company for additional terms, the Referral Partner will continue to receive the referral fee during those additional terms at the rate specified in Exhibit A.

3.1.3 The referral fee will only be paid for Qualified Leads that are not already existing customers of the Company, are not in the Company's current sales pipeline, and have not been referred by another party.

3.2 Payment Terms: The Company will pay referral fees to the Referral Partner according to the terms in Exhibit A and the following payment terms:

* The Company will pay the referral fee within \_\_\_ days of the end of the month in which the Company receives payment from the Qualified Lead;
* All payments will be made via \_\_\_\_\_\_\_\_, as designated by the Referral Partner;
* The Referral Partner is responsible for any taxes associated with the receipt of the referral fee;
* The Company will provide the Referral Partner with a statement showing the calculation of the referral fee for each Qualified Lead when the referral fee is paid;
* If the Company provides a refund to a Qualified Lead or terminates its agreement with a Qualified Lead for any reason within \_\_\_ days of the start of the agreement, the Company has the right to deduct the corresponding referral fee from any future payment to the Referral Partner; and
* The Company reserves the right to withhold payment if it suspects any fraudulent activities or breaches of this Agreement by the Referral Partner.

3.3 Disputes: In case of any dispute over the calculation or payment of a referral fee, the Parties agree to work in good faith to resolve the dispute. If they cannot resolve the dispute, they will refer it to a mutually agreed third party for mediation.

**SECTION 4: CONFIDENTIALITY**

4.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

4.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

**SECTION 5: INTELLECTUAL PROPERTY**

5.1 Ownership: Referral Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Referral Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

**SECTION 6: TERM AND TERMINATION**

6.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

* Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
* Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
* Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

* The rights granted to the Referral Partner under this Agreement will immediately cease;
* The Referral Partner must promptly discontinue all promotion of the Company's products or services; and
* Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival: The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**SECTION 7: GENERAL PROVISIONS**

7.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations ,and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

7.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Referral Partner Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.8 Independent Contractor Relationship: It is understood that the Referral Partner is an independent contractor and not an agent, partner, or employee of the Company. The Referral Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.

7.9 Non-Exclusivity: The relationship between the Company and the Referral Partner is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

7.10 No Assignment: The Referral Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

7.11 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

7.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name and Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Referral Partner Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name and Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |

**Exhibits Disclaimer**

*The following exhibits offer various options and template language for different partnership arrangements. This is a general template that should be customized to fit your needs, and reviewed by a legal professional to ensure it meets the requirements and protections necessary for your specific business situation.*

*Additional appendices to add to this agreement, or reference from your partner portal or another online source, may include pricing lists, service and product descriptions, software specifications, software licensing terms, branding guidelines, territory information, and/or sales targets.*

**EXHIBIT A: PAYMENT TERMS**

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

The referral fee will be determined based on the following structures:

1. Percentage of Initial Contract Value: For each Qualified Lead, the Referral Partner will receive a referral fee equivalent to \_\_\_\_% of the total initial contract value (excluding any applicable taxes) received by the Company from the Qualified Lead for the purchase of the Company's services during the initial term of the agreement with the Qualified Lead.

Example: If the initial contract value with the Qualified Lead is $10,000 and the referral fee is set at 10%, the Referral Partner will receive a referral fee of $1,000.

2. Fixed Fee per Qualified Lead: For each Qualified Lead, the Referral Partner will receive a fixed referral fee of $\_\_\_\_\_ regardless of the contract value with the Qualified Lead.

Example: If the fixed referral fee is set at $500, the Referral Partner will receive $500 for each Qualified Lead, irrespective of the contract value with the Qualified Lead.

3. Sliding Scale Based on Contract Value: For each Qualified Lead, the referral fee will be determined based on a sliding scale related to the contract value as follows:

* Contract value up to $\_\_\_\_: Referral fee of \_\_\_\_%
* Contract value between $\_\_\_\_ and $\_\_\_\_: Referral fee of \_\_\_\_%
* Contract value above $\_\_\_\_: Referral fee of \_\_\_\_%

Example: If the contract value with the Qualified Lead is $7,000 and the referral fee is set at 10% for contract values between $5,001 and $10,000, the Referral Partner will receive a referral fee of $700.

The referral fee structure will be determined by the Company and communicated to the Referral Partner prior to the commencement of the referral activities. The structure can be reviewed and amended at the discretion of the Company upon written notice to the Referral Partner.

**EXHIBIT B: SALES TARGET**

This Exhibit B forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of the Agreement will prevail.

The Sales Target for the Referral Partner under this Agreement is as follows:

The Referral Partner should refer at least \_\_\_\_\_\_\_\_\_ Qualified Leads per calendar quarter to the Company.

If the Referral Partner meets or exceeds the Sales Target, the Company will pay the Referral Partner a bonus fee of \_\_\_\_\_\_\_\_.

If the Referral Partner fails to meet the Sales Target, the Company may, at its sole discretion, adjust the referral fee or take other action as provided in the Agreement.

The Sales Target may be revised by mutual agreement of the Parties from time to time. Any changes to the Sales Target will be documented in writing and will become part of this Exhibit.

The Company will monitor the performance of the Referral Partner against the Sales Target and will provide regular updates to the Referral Partner. The determination of whether a Referral Partner has met the Sales Target will be made by the Company in its sole discretion.