**REFERRAL AGREEMENT**

This Referral Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [REFERRER NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] ("**Referrer**"), and [COMPANY NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Company**”). In this Agreement, the Referrer and the Company are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Company is a [INSERT] and provides [INSERT] (the “**Products**”) to individuals in [TERRITORY]. The Parties wish to enter into an Agreement covering the Referral (as defined below) of potential Customers to the Company in accordance with the terms herein.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **APPOINTMENT**
   1. The Company hereby appoints the Referrer on a non-exclusive basis to identify Potential Customers for the Company in [TERRITORY] and to refer such Potential Customers in accordance with this Agreement. For the purposes of this Agreement, “**Potential Customers**” means [INSERT DEFINITION] and “**Referral**” or “**Referring**” means the provision by the Referrer to the Company of the details of Potential Customers who wish to enter into an agreement with the Company to purchase certain Products offered via the Company.
   2. Where a Potential Customer is referred to the Company by the Referrer and this results in an Accepted Application (as defined below), Commission will become payable in accordance with Section 6.
   3. Neither Party to this Agreement shall have any authority, nor shall they hold themselves out, or permit any person to hold themselves out, as being authorized to bind the other Party in any way, nor shall they do any act that might reasonably create the impression that they are so authorized.
2. **PREREQUISITES**
   1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
   2. In particular, the Company shall, upon request, promptly provide the Referrer with all information, assistance, materials, and resources that the Referrer may reasonably require from time to time for the purposes of Referring Potential Customers and the performance of the Referrer’s obligations under this Agreement.
   3. Each Party shall inform the other Party without undue delay of any difficulties encountered in the performance of the Agreement.
3. **WARRANTIES AND UNDERTAKINGS**
   1. Each Party warrants and represents that it:
      1. holds all relevant legal, regulatory, and other authorizations, licenses, permissions, and consents necessary for carrying on its business, for fulfilling its obligations under this Agreement, and for making or receiving Referrals;
      2. otherwise conducts its business in accordance with the requirements of the applicable laws and regulations; and
      3. will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, and shall maintain its own policies and procedures throughout the term of this Agreement, including adequate procedures under applicable bribery and anti-corruption legislation.
   2. Each Party has the full capacity and authority and has taken all necessary steps required to agree to this Agreement and acknowledges that this Agreement constitutes the Parties’ valid, binding and enforceable obligations.
   3. Each Party undertakes to inform the other immediately in writing in the event that any of its authorizations, registrations, permissions, or licenses needed to conduct all or part of its business lawfully are not current or are believed to be in jeopardy.
   4. Each Party shall at all material times act in good faith toward the other.
   5. Each Party shall, at its own expense, comply with applicable laws relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits, and approvals. In addition and where applicable, the Company shall be solely responsible for ensuring that any regulated Products marketed by it are marketed in a manner that complies with applicable law, any regulatory requirements, and any authorizations, permissions, licenses, and other conditions.
4. **REFERRER’S OBLIGATIONS**
   1. The Referrer shall:
      1. ensure that all marketing conducted for the Company will be at its own cost and will be subject to review by the Company upon written request;
      2. not make any statements, promises, or representations of any kind, whether written or oral, that bind or purport to bind the Company and shall not hold itself out as having authority to make any such statements, promises, or representations, or to bind the Company in any way;
      3. act in good faith and in a professional manner at all times when representing or referring Potential Customers to the Company; and
      4. immediately inform the Company in writing of any adverse feedback received from Potential Customers related to the Company’s Products.
   2. The Referrer shall not: (i) make any statements, promises, or representations of any kind, whether written or oral, that bind or purport to bind the Company; (ii) hold itself out as having the authority to make any such statements, promises, or representations, or to bind the Company in any way; or (iii) provide any direct marketing to Potential Customers at any time during this Agreement and for two (2) years following its expiration or termination for any reason whatsoever.
5. **COMPANY’S OBLIGATIONS**
   1. The Company shall:
      1. provide the Referrer at all material times with the information reasonably required to carry out its duties, including details of the Company’s Products;
      2. use reasonable efforts to maximize the number of Accepted Applications related to the Products and treat each Potential Customer in accordance with good industry practices;
      3. obtain and maintain all necessary licenses, permissions, regulatory approvals and consents, which may be required for the Company’s receipt of Potential Customers that have been Referred by the Referrer before or on the date on which the Referrals are to commence;
      4. pay any undisputed Commission in consideration of the Referrals under the terms and conditions of the Agreement;
      5. notify the Referrer promptly of any material changes to the Products, pricing, or any other relevant information that may affect the Referrer’s ability to promote or refer the Company’s Products accurately;
      6. maintain the availability and functionality of any referral URLs, tracking links, or digital assets provided to the Referrer to ensure that referrals can be properly tracked and attributed; and
      7. take reasonable steps to ensure that any issues, complaints, or disputes arising with Potential Customers referred by the Referrer are handled promptly and professionally.
6. **COMMISSION AND PAYMENT**
   1. In consideration for any Referrals provided by the Referrer which result in an Accepted Application, the Company shall pay a commission of [INSERT] (the “**Commission**”) to the Referrer in accordance with the terms set out in Exhibit A.
   2. Within five (5) Business Days (as defined in Section 17) following the end of each calendar month, the Company shall produce a monthly statement for the Referrer detailing:
      1. the number of Relevant Contracts and Accepted Applications it has entered into in the previous calendar month;
      2. the Commission payable to the Referrer; and
      3. how the Commission has been calculated.
   3. The Referrer shall invoice the Company for the Commission payable, and the Company shall pay the Referrer within [INSERT DURATION] days of receipt of the invoice. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction, or withholding (except as required by law, such as tax withholding).
   4. If the Company fails to pay any amount when due, the Company will pay interest on overdue amounts from the due date until payment is made. Interest will accrue daily [and be compounded [monthly/quarterly/annually]] at the lesser of: (i) [[1.5%/[FIXED RATE]] per month/[VARIABLE RATE] based on a 365-day year]; or (ii) the highest rate allowed by applicable law.
   5. If any dispute arises regarding the amount of Commission payable by the Company to the Referrer, it shall be referred to an independent firm of auditors for settlement. Their decision, except in cases of manifest error, shall be final and binding on both Parties.
   6. The Company is responsible for all applicable taxes (such as VAT, sales tax, or excise tax) on payments under this Agreement. If the Referrer pays any such taxes, they will invoice the Company for reimbursement, subject to a valid tax invoice.
   7. For the purposes of this Agreement: (i) “**Relevant Contracts**” means an agreement for a Product approved by the Company and entered into with a Potential Customer; and “**Accepted Applications**” means any application for a Product by a Potential Customer which is accepted resulting in a signed agreement.
7. **INTELLECTUAL PROPERTY RIGHTS**
   1. Where the Company provides the Referrer with any materials and/or tools under this Agreement for the performance of the Referrer’s obligations under this Agreement, the Company grants to the Referrer a personal, non-exclusive, royalty-free, revocable, non-sublicensable and non-transferable license to use such materials and/or tools in accordance with this Agreement.
   2. Neither Party shall use any of the names, logos, or trademarks of the other without prior written consent.
   3. All goodwill in and derived from use by one Party of the other Party’s marks, names, and logos shall belong to the Party who owns those marks, names, and logos.
   4. Each Party undertakes that throughout the license period, any use of the other Party’s names, marks, and logos will be in accordance with all applicable laws.
   5. Neither Party shall use any other trademark, symbol, logo, get-up, imagery, devices, or domain name that is confusingly similar to the other Party’s names, marks, and logos, or any word confusingly similar to any of them, as part of any corporate name or trading name.
   6. Each Party shall use only the other Party’s intellectual property, including trademarks, logos, and copyrighted materials, solely in connection with the purposes of this Agreement, and shall not alter, modify, or adapt any of the other Party's intellectual property rights without the other Party’s prior written consent.
   7. Any derivative works or modifications to intellectual property provided by one Party shall be solely owned by that Party. Both Parties agree not to create derivative works based on the other Party’s intellectual property rights without explicit written permission and, if permitted, agrees that such derivative works shall automatically become the property of the originating Party.
   8. Each Party agrees to indemnify, defend and hold the other Party harmless from any claims, damages, or losses arising out of alleged or actual infringement of third-party intellectual property rights resulting from the use of their respective intellectual property rights in accordance with this Agreement.
8. **CONFIDENTIALITY** 
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 8; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 8, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, Referrers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
9. **DATA PROTECTION**
   1. The Referrer shall at all times comply with the provisions and obligations imposed by all applicable laws and regulations relating to the collection, storage, processing and transfer of data relating to natural persons (collectively, “**Data Protection Laws**”). To the extent that the Referrer receives from, or processes on behalf of, the Company any data relating to natural persons (“**Personal Data**”) that is subject to applicable Data Protection Laws, the Referrer shall:
      1. process, store, transfer and disclose such Personal Data only for purposes of performing the Services and only in accordance with the Company’s instructions;
      2. implement technical and organizational measures sufficient to secure such Personal Data against inadvertent disclosure or loss and unauthorized access;
      3. ensure that access to such Personal Data is restricted to its personnel, including subcontractors, who are involved in such Referrals;
      4. ensure the requirements of this Section 9.1 are included in any agreements with subcontractors who will have access to the Personal Data;
      5. strictly comply with all requirements of Data Protection Laws concerning the transfer of Personal Data across national and regional borders;
      6. inform the Company promptly, and in any event within twenty-four (24) hours, of any data security breach or unauthorized or inadvertent disclosure of Personal Data;
      7. take all other steps reasonably required to assist the Company in complying with its obligations under any applicable Data Protection Laws; and
      8. indemnify, defend, and hold harmless the Company against any and all claims or losses arising out of or resulting from any third-party claim arising out of or resulting from the Referrer's negligent, knowing, or willful failure to comply with all applicable Data Protection Laws.
10. **RECORD KEEPING**
    1. Each Party will provide reports in a mutually agreed form and frequency, including, but not limited to, the number of Referrals made or received and the outcomes for Potential Customers referred to the Company.
    2. The Parties shall:
       1. keep all books, statements, and electronic data necessary to provide a complete record of the business conducted by each Party under this Agreement, including, without limitation, complete, accurate, and up-to-date records of the outcomes for Potential Customers referred by the Referrer;
       2. maintain all materials referenced in Section 10.2.1 above, ensuring they are kept accurate, up-to-date, and available for inspection by the other Party at all times;
       3. promptly supply the other Party with any records referenced in Section 10.2.1 above that it reasonably requires; and
       4. implement and maintain proper security, technical, and operational measures and procedures to ensure the safe custody and confidentiality of the records referenced in Section 10.2.1 above, preventing unauthorized access or use. These records shall be clearly segregated from any other records in the Party’s possession.
11. **INDEMNITY AND LIMITATION OF LIABILITY**
    1. NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR ANY MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY LAW.
    2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
    3. NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, AND SUBJECT TO SECTIONS 11.1 AND 11.2[, AND SAVE FOR [INSERT SECTIONS]], EACH PARTY’S TOTAL AGGREGATE LIABILITY (INCLUSIVE OF INTEREST AND LEGAL AND OTHER COSTS) TO THE OTHER IN RESPECT OF ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER DUE TO NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) SHALL NOT EXCEED [INSERT SUM].
    4. EACH PARTY SHALL TAKE OUT AND MAINTAIN SUFFICIENT INSURANCE COVERAGE TO COVER ANY PAYMENT THAT MAY BE REQUIRED UNDER THESE TERMS AND SHALL PRODUCE THE POLICY AND RECEIPT FOR PREMIUM PAYMENT UPON REQUEST.
12. **TERM AND TERMINATION**
    1. This Agreement shall commence on the last date of signature and, unless terminated in accordance with its terms, shall remain in effect for an initial period of [INSERT PERIOD] (the “**Initial Term**”).
    2. Following the Initial Term, this Agreement shall automatically continue indefinitely, unless either Party provides the other Party with no less than [INSERT DURATION] days’ written notice of termination at any time, including within the Initial Term.
13. **TERMINATION**
    1. Either Party may terminate this Agreement immediately (or with a notice period chosen by the terminating Party) by providing written notice to the other Party if the other Party:
       1. is in material or persistent breach of any obligations under this Agreement and, if the breach can be remedied, fails to do so within thirty (30) days (or any extended period mutually agreed in writing) after receiving written notice of the breach from the terminating Party;
       2. is unable to pay its debts when they become due;
       3. becomes insolvent, or an order is issued, or a resolution passed for its administration, winding-up, or dissolution (other than for a solvent merger or restructuring); or
       4. has an administrator, receiver, trustee, liquidator, or similar officer appointed over all or a substantial part of its assets, or enters into or proposes any arrangement or composition with its creditors generally.
14. **CONSEQUENCES OF TERMINATION**
    1. Upon the date of termination or expiry of this Agreement for any reason whatsoever:
       1. all Referrals shall terminate;
       2. the Referrer will be entitled to invoice all Commission incurred but not yet billed in relation to the Referrals before the date of termination or expiry, and the Company shall pay such undisputed invoices;
       3. any provision that expressly or implicitly continues after the expiration or termination of this Agreement will remain in effect; and
       4. all other rights and obligations will immediately cease, without prejudice to any rights, obligations, claims (including claims for damages for breach), and liabilities that have accrued before the date of termination or expiry.
    2. Within twenty (20) calendar days after the date of termination or expiry, except as required by applicable law:
       1. the Recipient shall stop using the Discloser’s Confidential Information;
       2. all Confidential Information (including copies and extracts), along with any other property or materials shared by the Discloser, in the Recipient’s possession or control shall be returned to the Discloser or, at the Discloser’s request, destroyed or rendered unreadable; and
       3. the Recipient shall destroy or permanently erase (if technically feasible without incurring excessive expense or undue effort) all records and documents (in any format) created by or for it that use, relate to, or are based on any Confidential Information of the Discloser.
    3. Notwithstanding the above, the Discloser acknowledges that the Recipient may retain Confidential Information and/or records required to comply with any applicable law, regulatory authority, internal procedure, or for insurance, accounting, or tax purposes. Confidential Information retained for these reasons shall not be used in the ordinary course of business or for any commercial purpose, must be stored in an encrypted, non-production environment, and will remain subject to the confidentiality obligations herein for as long as it is retained. Section 8 will continue to apply to retained Confidential Information and records, which may only be used for these specified purposes.
15. **INDEPENDENT CONTRACTORS**
    1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party as the agent of another Party, or authorize any Party to make or enter into any commitments on behalf of any other Party.
    2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
16. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Vermont, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Vermont, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **NOTICES**
   1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. For the purposes of this Agreement, “**Business Day**” means a day that is not a Saturday, Sunday or public or bank holiday in [INSERT].
   2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 17:

|  |  |
| --- | --- |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email addresses: | [INSERT] |
| For the attention of: | [INSERT] |
|  |  |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email address: | [INSERT] |
| For the attention of: | [INSERT] |

* 1. Any notice given in accordance with Section 17.1 will be deemed to have been served: (i) if given as set out in Section 17.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 17.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
  2. For the purposes of this Section 17, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 17.2 and references to Business Days are to normal working days in the territory in which such address is situated.
  3. To provide service of a notice it will be sufficient to prove that the provisions of this Section 17 were complied with.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, representations, and warranties, whether written or oral.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **COSTS**

Except where otherwise specified in this Agreement or agreed in writing by the Parties, each Party shall bear its own costs, fees, and expenses related to the negotiation, preparation, and execution of this Agreement.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

1. **ASSIGNMENT AND SUBCONTRACTING**

Neither Party shall transfer, assign, novate, subcontract or otherwise dispose of any or all its rights and/or obligations under this Agreement without the prior written consent of the other Party.

1. **RIGHTS OF THIRD PARTIES**

Except as expressly provided in this Agreement, a person who is not a Party to this Agreement shall not have any rights to enforce any term of this Agreement.

1. **WAIVERS**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **LANGUAGE**

In the event this Agreement is translated into a language other than [LANGUAGE], the [LANGUAGE] version shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[NAME OF PARTY]

By:

Name:

Title:

[NAME OF PARTY]

By:

Name:

Title:

**EXHIBIT A**

**COMMISSION**

[OUTLINE DETAILS OF COMMISSION]