This Referral Commission Fee Agreement (the “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**Company:** [Company Name], a [State/Country] [entity type] with its principal place of business at [address] (“**Company**”),
and
**Referrer:** [Referrer Name], with principal address at [address] (“**Referrer**”).

Company and Referrer may each be referred to as a “**Party**” and collectively as the “**Parties**.”

**1. Appointment**

1.1 **Referral Relationship.** Company engages Referrer to identify and refer prospective customers to Company (each, a “**Referral**”). Referrer is an independent contractor and not an employee or agent of Company.

1.2 **Non-Exclusive.** This Agreement does not grant Referrer exclusive rights unless otherwise agreed in writing.

**2. Referral Commission**

2.1 **Commission.** Company shall pay Referrer a commission of [percentage]% of the net revenue received from each Referral that results in a completed transaction with Company.

2.2 **Payment Terms.** Commissions will be calculated monthly and paid within [30] days after the end of the month in which payment from the Referral is received.

2.3 **Exclusions.** No commission shall be paid on:
(a) revenue from customers referred prior to the Effective Date;
(b) refunds, chargebacks, or cancelled orders;
(c) transactions outside the agreed-upon products or services unless agreed in writing.

**3. Responsibilities of Referrer**

3.1 Referrer shall:
(a) accurately represent Company and its products/services;
(b) provide Company with sufficient information to identify and track Referrals;
(c) comply with all applicable laws, regulations, and Company policies.

3.2 Referrer shall not make any contractual commitments on behalf of Company.

**4. Confidentiality**

Referrer shall maintain the confidentiality of Company’s non-public information and not disclose it to any third party, except as necessary to make referrals under this Agreement.

**5. Term and Termination**

5.1 **Term.** This Agreement shall commence on the Effective Date and continue until terminated by either Party with [30] days’ written notice.

5.2 **Termination for Cause.** Either Party may terminate immediately if the other Party materially breaches this Agreement and fails to cure within [10] days of written notice.

5.3 **Effect of Termination.** Termination does not affect Referrer’s right to receive commissions for Referrals made prior to termination.

**6. Warranties and Representations**

Each Party represents that it has the power and authority to enter into this Agreement and that it will comply with all applicable laws in performing its obligations.

**7. Limitation of Liability**

Except for obligations to pay commissions or breaches of confidentiality, neither Party shall be liable for indirect, incidental, or consequential damages.

**8. Miscellaneous**

8.1 **Independent Contractor.** Referrer is an independent contractor, not an employee, partner, or agent of Company.

8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

8.3 **Amendments.** Any amendment must be in writing and signed by both Parties.

8.4 **Governing Law.** This Agreement shall be governed by the laws of the State of [State/Country].

**IN WITNESS WHEREOF**, the Parties have executed this Referral Commission Fee Agreement as of the Effective Date.

**Company:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Referrer:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Commission Structure and Terms**

* Products/Services Eligible for Commission: [ ]
* Commission Percentage: [ ]%
* Payment Schedule: [monthly/quarterly]
* Tracking Method: [unique code, email referral, form, etc.]