

REFERRAL AGREEMENT

1. 1. Parties

This Referral Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "Company"), and [REFERRER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [REFERRER ADDRESS] (the "Referrer"). The Company and the Referrer are referred to individually as a "Party" and together as the "Parties." Each Party represents that the person signing below has authority to enter into this Agreement on its behalf. Notices under this Agreement are effective when delivered to the addresses above and to [COMPANY EMAIL] and [REFERRER EMAIL], with a copy to [COMPANY PARTNER CONTACT]. The Referrer will keep contact and payment details current, and the Company may withhold payment until valid remittance details are on file.

2. 2. Purpose and Non-Exclusive Appointment

The Company appoints the Referrer to identify and introduce potential customers for [PRODUCT OR SERVICE DESCRIPTION] (the "Offering") in exchange for the fees described in this Agreement. The appointment is non-exclusive in both directions. The Company may accept referrals from any number of other referrers, may market and sell the Offering directly in any territory or channel, and is under no obligation to accept, pursue, or close any referral. The Referrer is free to refer business to other companies, including competitors of the Company, unless the Parties sign a separate written exclusivity or restraint agreement. Nothing in this Agreement guarantees the Referrer any minimum number of accepted referrals, any minimum earnings, or any protected territory, account list, or vertical.

3. 3. Qualified Referrals and Submission Process

A referral qualifies for a fee only if it meets all of the following conditions (a "Qualified Referral"). The prospect must be submitted through [SUBMISSION METHOD, e.g., the partner portal at PORTAL URL, a referral form, or an email to REFERRAL EMAIL] before any contact between the Company and the prospect. The submission must include the legal name of the prospect, a named contact person, a working email address or phone number, and a short description of the need. The prospect must not already appear in the customer or pipeline records of the Company, and must not have contacted the Company within the preceding [PRIOR CONTACT LOOKBACK, e.g., 90 days]. The Company will confirm acceptance or rejection in writing within [ACCEPTANCE WINDOW, e.g., 5 business days], and a submission that receives no response within that period is treated as rejected.

4. 4. Attribution Window and Duplicate Referrals

An accepted Qualified Referral is credited to the Referrer for [ATTRIBUTION WINDOW, e.g., 180 days] from the date the Company confirms acceptance. If the prospect signs an order for the Offering within that window, the referral fee is payable under Section 5. If the prospect does not sign within the window, the credit expires and the Company may pursue the prospect directly or through another partner with no fee due, unless the Parties agree in writing to extend the window for an active opportunity. Where two or more referrers submit the same prospect, credit goes to the first submission that the Company accepted in writing, based on the timestamp in the records of the Company, which will be conclusive absent manifest error. A prospect already in the pipeline of the Company at the time of submission is not eligible for credit.

5. 5. Referral Fees

For each Qualified Referral that becomes a paying customer, the Company will pay the Referrer [FEE STRUCTURE, e.g., FLAT AMOUNT per closed customer, or PERCENTAGE of net revenue collected]. Where

the fee is a percentage, it is calculated on amounts actually collected from the customer, net of discounts, credits, refunds, taxes, shipping, third-party pass-through costs, and payment processing fees. The fee is [ONE-TIME, payable on the first qualifying payment / RECURRING, payable on each qualifying payment for RECURRING FEE PERIOD, e.g., 12 months from the initial order date]. Fees apply only to the initial Offering purchased and do not extend to upsells, renewals, or additional products unless stated here: [ADDITIONAL COVERED PRODUCTS]. The Company may change the fee schedule on [FEE CHANGE NOTICE, e.g., 30 days] written notice, and the change will not affect referrals already accepted before the notice takes effect.

6. 6. When Fees Are Earned and When They Are Paid

A referral fee is earned only when the referred customer has signed an order and the Company has actually collected the corresponding payment in cleared funds. Signing, verbal commitment, invoicing, or booking a deal does not earn a fee. Earned fees are calculated at the close of each [ACCOUNTING PERIOD, e.g., calendar month] and paid within [PAYMENT TERM, e.g., 30 days] after the end of that period by [PAYMENT METHOD], provided the Referrer has submitted a valid invoice and any tax documentation the Company reasonably requires. Fees below [MINIMUM PAYOUT THRESHOLD] will roll forward and be paid once the balance exceeds that threshold or when this Agreement ends, whichever comes first. The Company will provide a statement showing each referral, the collected amount, and the fee calculation, and the Referrer may dispute a statement in writing within [DISPUTE WINDOW, e.g., 30 days] of receipt.

7. 7. Refunds, Chargebacks, and Clawbacks

If a referred customer receives a refund, initiates a chargeback, cancels within any money-back or trial period, or otherwise fails to pay an amount on which a fee was calculated, the corresponding referral fee is reversed. The Company may deduct the reversed amount from any future payment owed to the Referrer, and if no further payments are expected, the Referrer will repay the amount within [CLAWBACK REPAYMENT PERIOD, e.g., 30 days] of written notice. No fee is payable on any referral where the Company determines in good faith that the customer was procured through misrepresentation, incentivized self-referral, fraud, or a violation of Section 10. The Company will not be required to pursue collection against a delinquent customer before reversing a fee, and reversal is the sole consequence of nonpayment rather than a breach by either Party.

8. 8. No Authority to Bind or Negotiate

The Referrer has no authority to negotiate terms, quote or discount pricing, accept orders, extend credit, make warranty or performance commitments, sign documents, or otherwise create any obligation for the Company. The Referrer will not describe itself as an agent, employee, distributor, reseller, or representative of the Company, and will make clear to every prospect that all commercial terms come from the Company directly. The Company retains sole discretion over whether to engage a referred prospect, on what terms, and at what price, and over whether to continue or terminate any resulting customer relationship. Any commitment the Referrer makes to a prospect beyond the approved description of the Offering is the sole responsibility of the Referrer, who will indemnify the Company against claims arising from it.

9. 9. Marketing Materials and Permitted Claims

The Referrer will describe the Offering only using materials supplied or approved in writing by the Company, and will not make any claim about features, results, pricing, performance, security, certifications, or availability that is not contained in those materials. Any custom landing page, email sequence, social post, video, paid advertisement, or comparison content that names the Company or the Offering requires prior written approval, which the Company will not unreasonably withhold and may revoke on [APPROVAL REVOCATION NOTICE, e.g., 10 days] written notice. The Referrer receives a limited, revocable, non-exclusive license to use the name and logo of

the Company solely as approved under this section, with no other trademark rights granted. The Referrer will not bid on the brand terms of the Company in paid search, register confusingly similar domains, or impersonate the Company in any channel.

10. 10. Compliance, Disclosures, and Anti-Spam

The Referrer will comply with all applicable laws in making referrals. Where the Referrer publicly endorses or recommends the Offering, the Referrer will clearly and conspicuously disclose the material connection with the Company in the manner required by the Federal Trade Commission endorsement guides, in the same message and not behind a link or hashtag block. The Referrer will not send unsolicited commercial email, text messages, or automated calls, and all outbound communications will comply with the CAN-SPAM Act, the Telephone Consumer Protection Act, and applicable state law. The Parties acknowledge that paying for referrals is restricted or prohibited in certain regulated fields, including healthcare arrangements subject to the federal Anti-Kickback Statute and Stark Law, and in legal, insurance, mortgage, and securities services. Neither Party will make or accept a payment under this Agreement that would violate any such restriction.

11. 11. Independent Contractor Status and Tax Reporting

The Referrer is an independent contractor and not an employee, partner, joint venturer, or agent of the Company. The Referrer controls the manner, method, timing, and location of its referral activity, uses its own equipment, bears its own costs, and may work with other companies at the same time. The Referrer is solely responsible for all federal, state, and local income and self-employment taxes on amounts received and receives no employee benefits, paid leave, workers compensation, or unemployment coverage. The Referrer will provide a completed IRS Form W-9 or the applicable withholding certificate before the first payment, and the Company will report payments on IRS Form 1099-NEC or another applicable information return where required by law. The Company may withhold payment until the required tax documentation is received and may apply backup withholding where the law requires it.

12. 12. Confidentiality and Customer Data

Each Party may receive non-public information from the other, including pricing, product roadmaps, pipeline data, customer identities, and commercial terms (the "Confidential Information"). The receiving Party will use it only to perform this Agreement, will protect it with at least reasonable care, and will not disclose it except to personnel who need it and are bound by comparable duties. The Referrer will collect prospect contact details only with the knowledge of the prospect, will not scrape, purchase, or misappropriate contact lists, and will comply with applicable privacy law in handling that data. All information about referred prospects and customers that the Company receives or develops belongs to the Company, and the Referrer acquires no rights in the customer relationship. These obligations continue for [CONFIDENTIALITY PERIOD, e.g., three years] after this Agreement ends, and indefinitely for personal data and trade secrets.

13. 13. Term, Termination, and Tail Payments

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate for convenience on [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach that is not cured within [CURE PERIOD, e.g., 15 days] after written notice. On termination, the Referrer will stop submitting referrals, stop using the marketing materials and marks of the Company, and remove referral content from its channels within [TAKEDOWN PERIOD, e.g., 10 days]. Referrals accepted before termination remain credited for the balance of their attribution window, and fees on those referrals continue to be earned and paid under Sections 5 and 6 for [TAIL PERIOD, e.g., 12 months] after termination. No tail applies where the Company terminates for a breach of Sections 8, 9, or 10. Sections on confidentiality,

clawbacks, indemnity, and governing law survive.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules. The Parties will attempt to resolve any dispute through direct negotiation for at least [NEGOTIATION PERIOD, e.g., 30 days] before starting a proceeding, and any unresolved dispute will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE]. The prevailing Party may recover reasonable attorney fees and costs. Neither Party is liable for indirect, incidental, or consequential damages, and the total liability of the Company under this Agreement will not exceed the referral fees paid or payable in the [LIABILITY CAP PERIOD, e.g., twelve months] before the claim. This Agreement is the entire agreement between the Parties on this subject, may be amended only in a writing signed by both, and may not be assigned by the Referrer without written consent.

15. 15. Signatures

By signing below, each Party confirms that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. REFERRER: [REFERRER NAME]. Signature: _____. Printed Name: [REFERRER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures on a single document. If the two signature dates differ, this Agreement takes effect on the later of them unless an earlier Effective Date is stated in Section 1. Each Party will keep a fully signed copy together with the current fee schedule and any written amendments, so that the operative version can be identified without reconstructing an email thread.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Rules on paying for referrals vary sharply by state and by industry, and payments that are routine in software or home services can be unlawful in healthcare, legal, insurance, mortgage, real estate, and securities settings. Endorsement disclosure and anti-spam obligations also change over time. Review and adapt this document for your own facts, and consult a licensed attorney in your state before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.