DATED

REFERAL FEE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) << Name of Company >> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Company") and
- (2) << Name of the Introducer >> [a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>>] OR [of << insert address >> ("the Introducer")

WHEREAS:

- (1) The Company is in the business of the sale and supply of << insert nature of goods and/or services supplied >>;
- (2) The Company wishes to appoint the Introducer to identify Prospective Clients and introduce them to the Company.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Completed Transaction"	means an agreement between the Company and a Prospective Client for the provision of the Product;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
["Follow-up"	means an attempt by the Company to contact a Prospective Client using the details supplied by the Introducer pursuant to Sub-clause 3.2;]
"Introduction"	means the Company being introduced to a Prospective Client by the method stated at Sub-clause 3.2;
"Product"	means the [goods] [services] [goods and services] provided by the Company, as more particularly defined at Schedule 2; and
"Prospective Client"	means any person who is not an existing client of the Company and who has not been a client of the Company in the << 24 month >> period prior to Introduction.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 "writing", an communicat or similar me
- 1.2.2 "this Agreer Schedules, a
- 1.2.3 a Schedule i
- 1.2.4 a clause or (other than t
- 1.3 In this Agreement:
 - 1.3.1 any reference personal re assignees;
 - 1.3.2 any reference association,
 - 1.3.3 words impor and
 - 1.3.4 words impor

2. Appointment of Introduce

- 2.1 The Company application Company Prospect pursuant to the term [non-exclusive] basing the company application of the company a
- 2.2 The Agreement shad Date >> [until << terminated in according to the content of the content o
- 2.3 The Company shall by them at the rate
- 2.4 The Company shall those clients not ha

3. Introduction of Prospecti

- 3.1 The Introducer sh Prospective Clients
- 3.2 EITHER

[The Introducer shaby << e.g. informing giving them a Con Introducer shall insinsert reference conspective clients identified and that the continuous control of the contro

OR

The Introducer sha

ion, includes a reference to any mail, telex, facsimile transmission

this Agreement and each of the nted at the relevant time;

ement; and

e to a Clause of this Agreement graph of the relevant Schedule.

s a reference to their respective iccessors in title and permitted

ny body corporate, unincorporated legal entity;

include the plural and vice versa;

any other gender.

 identify and Introduce to the ducts supplied by the Company, Agreement, on an [exclusive] OR

t from << Insert Commencement > >> or] until this Agreement is

fee for each new client Introduced Agreement ("the Fee").

Product to clients notwithstanding he Company by the Introducer.

ndeavour to identify and soliciterany.

ospective Clients to the Company y's name, location and business, brochure etc >>. In addition the lient to quote the reference "<< the purpose of ensuring that any by the Introducer are properly plated.]

3.2.1 provide the Company to in writing ar and daytime necessary >

- 3.2.2 [provide the particular the
- 3.2.3 ensure that Company in
- 3.2.4 ensure that process the the Introduce
- 3.3 The Introducer sh Introduced to the which such Introduced
- 3.4 The Introducer shal the Goods supplie identification of Pros

4. Obligations of the Compa

- 4.1 [The Company agr Introducer with a Prospective Client. Introduced to it for a end of the calendar
- 4.2 The Company sha and Completed Tra under Clause 5.
- 4.3 The Company shal brochures and liter Introducer to comply

5. Fees and Payment

5.1 EITHER

[The Company wi Prospective Client I contract price (exc respect of each Pro

OR

[The Company will Agreement.]

5.2 The Fee shall be occurring within the

nt contact details to enable the Client, such details to be provided ective Client's full name, address plus any other details deemed

details as to what Product(s) in ires];

onsents to being contacted by the the Product; and

der for the Company to be able to other information provided to it by Data Protection Act 1998.]

record of Prospective Clients his Agreement and the dates on

es and agents are conversant with order to facilitate the effective

up all Introductions made by the Completed Transaction with the not to contact a Prospective Client must inform the Introducer at the sision was made.]

ord of Introductions[, Follow-ups] ase of accurate payment of fees

with such promotional and sales rom time to time in order for the er Sub-clause 3.4 above.

E<< insert amount >> for each nsert percentage >>% of the final ne first Completed Transaction in d.1

e as set out in Schedule 1 of this

of each Completed Transaction period immediately following the Introduction of the F

5.3 EITHER

[The Company will transfer >> on the month or week >> [Introduction] AND/0

OR

[The Company wi [Completed Transa payment is not pract Day by << e.g.cheq

5.4 The Introducer ack him subsequently of payment of a Fee a Introducer shall be reimbursed by the 0

6. Relationship of the Partie

- 6.1 Nothing in this Ag partnership betwee constitute, or be de for any purpose.
- 6.2 Subject to any ex Introducer shall have into any contract, liability, assume and behalf of the Compa

7. Non Competition

[The Introducer agrees no function for any other person or services to those provide

8. Confidentiality

The parties agree to keep a other confidential during a apply to:

- 8.1 any information whi through a breach of
- 8.2 information in the potential this agreement took
- 8.3 information obtained
- 8.4 information which a

Company.

Fee by << e.g.cheque or bank usiness Day of each << calendar ar month or week >> in which the ion] occurred.]

or each [Introduction] AND/OR it is completed or, if immediate straints, on the following Business

hat, where a client introduced by ith the Company which attracted s been paid to the Introducer, the pro rata in relation to the amount

, or be deemed to constitute, a ot as expressly provided, shall it party the agent of any other party

contrary in this Agreement, the o and shall not do any act, enter n, give any warranty, incur any cpress or implied, of any kind on in any way.

or referrer or perform any similar provides identical or similar goods

n in relation to the business of the agreement. This Clause 8 will not

r is in the public domain other than

party before the disclosure under

s free to disclose it;

o disclose.



9 Non Circumvention

The Company and the In attempt to circumvent the those provisions regarding every case that they will ad each other.

10. **Termination**

- 10.1 Either party has the
 - 10.1.1 has commit breach is c immediately the breach v
 - 10.1.2 becomes ins
- 10.2 Either party may te less than << >> earlier than the da signed].
- No Fee shall accrue 10.3 on which this Agre termination which r accrue a Fee pursu without prejudice to parties under this A
- 10.4 Upon Termination d Company shall be p

11. **Nature of Agreement**

- 11.1 This Agreement is mortgage, [or] char of its rights hereu obligations hereund
- 11.3 Each party agrees t
- 11.4 No failure or delay Agreement shall be either party of a bre be a waiver of any s
- 11.5 If any provision of

ably agree not to circumvent or ment, including but not limited to nent of the Fee, and affirm that in rds of ethics in their dealings with

reement immediately if the other:

of this agreement, unless such hich case the right to terminate other party has failed to remedy en notice to do so; or

f a bankruptcy order.

or any other reason on giving not to the other party, [to expire not date on which this agreement is

a Prospective Client after the date ny Introduction occurring prior to ransaction after termination shall hination of this Agreement shall be already accrued to either of the

nies owed by the Introducer to the

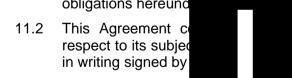
s and neither party may assign, ating charge) for sub-licensel any r otherwise delegate any of its h consent of the other party.

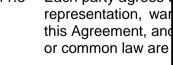
ement between the parties with modified except by an instrument sentatives of the parties.

Agreement, it does not rely on any except as expressly provided in s or other terms implied by statute tent permitted by law.

cising any of its rights under this r of that right, and no waiver by his Agreement shall be deemed to same or any other provision.

by any court or other competent





authority to be invashall continue to be affected provision.

whole or in part, this Agreement by significant and the remainder of the

12. Notices and Service

- 12.1 Any notice or other given by either party
 - 12.1.1 delivering it
 - 12.1.2 sending it by
 - 12.1.3 sending it b communicat 12.4.
- 12.2 Any notice or inform
 12.1.2 which is not
 have been given or
 containing it was so
 notice or information
 and that it has not t
 that the notice or information
- 12.3 Any notice or in communication shat transmission, provid clause 12.1.2 to the 24 hours after trans
- 12.4 Service of any d concerning or arisin causing it to be deli or to such other ad from time to time.

13. Set Off

The Company may withholother amount due to the Ir which the Company may have

14. Jurisdiction

- 14.1 This Agreement sha of England and Wal
- 14.2 In relation to any I arising out of or i irrevocably submits courts and waives a

IN WITNESS WHEREOF this Ad

luthorised by this Agreement to be en by:

: or

mission or comparable means of the address given in Sub-clause

e manner provided by Sub-clause is undelivered shall be deemed to for reply>> day after the envelope the envelope containing any such d, pre-paid, registered and posted, ender, shall be sufficient evidence given.

nail or comparable means of been duly given on the date of by of it is sent as provided in Subss given in Sub-clause 12.4 within

bses of any legal proceedings shall be effected by either party by at its registered or principal office, to it by the other party in writing

iny deduction from, any invoice or ny right of set-off or counterclaim or any reason whatsoever.

trued in accordance with the Laws

ngs to enforce this Agreement or Agreement each of the parties liction of the English and Welshings in such courts

executed the day and year first

before written

SIGNED

<<Name and Title of person signir for and on behalf of << Company I

SIGNED

<<Name and Title of person signir for and on behalf of << Introducer's



S

Transaction Value

<< Insert Range of Transaction

er fixed Fee or percentage >>

er fixed Fee or percentage >>

Fee

er fixed Fee or percentage >>

er fixed Fee or percentage >>

er fixed Fee or percentage >>

S

ny >>

<< Insert details of goods and serv