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**REFERRAL AGREEMENT**

This Referral Agreement (the "Agreement") is entered into as of June 24, 2018 (the “Effective Date”) by and between [Company name] a [Company incorporation type] (“Company”) and [Referrer Name] (“Referrer”). Company and Referrer are referenced collectively in this Agreement as the “Parties.”

Referrer may refer potential customers to Company from time to time for a referral fee. The Parties agree as follows:

1. [**DEFINITIONS**](http://www.ndasforfree.com/NDAS/GetBasicExp.html#2.____Defining_the_Trade_Secrets). For purposes of this Agreement, the capitalized terms below are defined as follows:
   1. **“Product”** means [Product definition].
   2. **“Annual Subscription”** means the total amount paid to Company for a twelve (12) month subscription of Product.
   3. **“Monthly Subscription”** means the total amount paid to Company for a monthly subscription (minimum one (1) month) of Product.
   4. **“Referral Fee”** means the fee(s) payable by Company to Referrer for each sale of Product subscriptions generated by Referrer.
   5. **“Term”** means one (1) year from the Effective Date.
   6. **“Lead”** means any corporation, company, partnership, governmental authority, individual or other legal entity.
   7. **“Customer”** means a Lead introduced to Company by Referrer during the Term who purchases a Product subscription or subscriptions.
   8. **“Territory”** means the United States.
2. [**RELATIONSHIP OF THE PARTIES**.](http://www.ndasforfree.com/NDAS/GetBasicExp.html#3.____Excluding_Information_That_Is_Not_Confidential)
   1. **Independent Contractor**. The Parties are and shall be independent contractors to each other. No agency, employment, partnership, or joint venture is deemed to be created or construed between the Parties under this Agreement. At no time may Referrer position itself as an affiliate of Company other than as an independent referrer. Referrer will not (a) enter into any agreements; (b) make any warranty either express or implied; or (c) incur any expenses on behalf of Company.
3. **SCOPE**.
   1. During the Term, Referrer will promote sales of Product in the Territory on a non-exclusive basis. Referrer will solicit Leads and refer potential Customers to Company. Referrer will make no representations, warranties or commitments regarding the specifications, features, or capabilities of Product that are inconsistent with the then-current marketing materials and content on Company’s website. Referrer will be solely responsible for any costs and expenses incurred by it in connection with this Agreement.
   2. **Product Pricing**. Company will have exclusive control of the fees and terms for Product.
   3. **Confidential Information**. Referrer will execute Company’s Non-Disclosure Agreement in connection with its scope under this Agreement.
4. **COMPENSATION**.
   1. **Commission.** As full and sole compensation for Referrer under this Agreement, Company will pay Referrer a fee for each sale of an Annual Subscription or Monthly Subscription to a Customer in the Territory in an amount equal to the applicable percentage of the subscription value attributable to the sale executed by Company and Customer based on the fee structure below. For the first two (2) calendar years (for annual subscriptions) or the first twenty-three (23) months (for monthly subscriptions) after the closing of the original sale, Referrer will receive commission for renewals. Company will have no other payment obligations to Referrer other than as expressly set forth in this Agreement.

|  |  |  |
| --- | --- | --- |
|  | Original Sale | Renewal |
| Annual Subscription | [Annual commision (original sale)]% | [Annual commission (renewal)]% |
| Monthly Subscription | [Monthly subscription (original)]% | [Monthly subscription (renewal)]% |

* 1. **Payment**. Company will pay Referral Fee within thirty (30) days after the date a sale is executed by Company and Customer.
  2. **Withholding**. Any payments due Referrer will be subject to any withholding, offset or deduction required by law.

1. **TERM**. This Agreement will remain in effect until the earlier of (i) termination in accordance with Section 6; or (ii) one (1) year from the Effective Date.
2. **TERMINATION**. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. Upon termination by either party, any outstanding Referral Fee due to Referrer will be paid within thirty (30) days by Company.
3. **MISCELLANEOUS**.
   1. **No Warranty**. Company makes no warranties to Referrer express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose with respect to this Agreement or Product.
   2. **Ownership**. This Agreement sets forth the entirety of Referrer’s rights to market, promote, reproduce, use, distribute and otherwise deal with Product and materials or documentation of Company in connection with its scope under this Agreement. Company retains title to, and ownership of Product and other Company materials and documentation including all associated patent, copyright, trademark and other intellectual property rights. No title to or ownership of Product is transferred to Referrer under this Agreement. Company reserves all rights to Product and its materials and documentation.
   3. **Notices**. Any notice under this Agreement given by either party to the other party will be in writing.
   4. **Assignment**. Referrer will not assign all or any part of this Agreement.
   5. **Governing Law**. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of [State of law] without regard to conflicts of laws principles.
   6. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, oral or written, between the Parties related to the Product. All additions or modifications to this Agreement must be made in writing and signed by both Parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most clearly representing the intention of the Parties as expressed herein.

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

[Referrer Name] [Company name (all caps)]

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_