

REFERRAL AGREEMENT

Parties: _____

Referrer Information:

Full Name: _____

Address: _____

Phone/Email: _____

Referee Information:

Full Name: _____

Address: _____

Phone/Email: _____

Referral Agreement Terms:

Referral Description: _____

Referral Fee: _____ AUD

Payment Terms: _____

1. Definitions

In this Agreement, unless the context otherwise requires: 'Referrer' means the party who refers potential clients or customers to the Referee; 'Referee' means the party receiving the referral and responsible for paying the Referral Fee; 'Referral Fee' means the amount payable to the Referrer as set out in this Agreement.

2. Appointment

The Referee hereby appoints the Referrer on a non-exclusive basis to refer potential clients or customers in relation to the Referee's business activities described herein.

3. Referral Fee and Payment

The Referee agrees to pay the Referrer the Referral Fee specified above for each successful referral resulting in a completed transaction or contract between the Referee and the referred party. Payment shall be made within 30 days of the Referee receiving payment from the referred party.

4. Term

This Agreement commences upon execution and continues until terminated by either party by providing 30 days' written notice to the other party.

5. Confidentiality

Both parties agree to keep all information exchanged under this Agreement confidential and shall not disclose such information to any third party without prior written consent, except as required by law.

6. No Authority to Bind

The Referrer shall not have any authority to enter into contracts or agreements on behalf of the Referee or to bind the Referee in any way.

7. Warranties and Representations

Each party represents and warrants that it has the power and authority to enter into this Agreement and perform its obligations hereunder. The Referrer warrants that any referral shall be made ethically and in accordance with applicable laws.

8. Indemnity

Each party indemnifies and holds harmless the other party from and against any claims, losses, damages, liabilities, costs, and expenses arising out of any breach of this Agreement, negligence, or willful misconduct by the indemnifying party.

9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising under or in connection with this Agreement.

10. Termination

Either party may terminate this Agreement immediately in writing if the other party commits a material breach and fails to remedy it within 14 days of receiving notice.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia.

12. Dispute Resolution

If a dispute arises under this Agreement, the parties agree to attempt to resolve it amicably through good faith negotiations before commencing any legal action.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, representations, and understandings.

14. Amendments

No amendment or variation of this Agreement shall be valid unless in writing and signed by both parties.

15. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

16. Notices

All notices under this Agreement shall be in writing and delivered personally, by prepaid mail, or by email to the addresses specified herein or such other addresses as notified by the parties.

17. Relationship of Parties

The parties acknowledge that their relationship under this Agreement is that of independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

18. Counterparts

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

REFERRER'S SIGNATURE

REFEREE'S SIGNATURE

Signature: _____

Signature: _____

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