



## REFERRAL AGREEMENT

3557 N. Sharon St. Ste. 101

Charlotte NC 28205

(704) 817-8021 / info@business911now.com

Referral Agreement This Referral Agreement (hereinafter referred to as the "Agreement") is between:

<b>Name</b>		<b>Phone</b>
<b>Email</b>		
<b>Company</b>		

(hereinafter referred to as the "Affiliate"), collectively referred to as the "Parties", both of whom agree to be bound by this Contract.

### 1. Purpose.

The Business 911 Global Inc. is looking to gain additional clients for: shopify websites, website management, training, etc. The Affiliate is in a position to refer these potential clients to the Business 911 Global Inc.

### 2. Referral Arrangement.

Upon the execution of this Agreement, the Affiliate may, from time to time, refer potential clients to Business 911 Global Inc. Business 911 Global Inc. will pay the Affiliate a fee for these referrals.

### 3. Compensation.

Business 911 Global Inc. shall pay the Affiliate ( \$\_\_\_\_\_ OR 5%) for each successful referral.

A successful referral is described as such:

---

---

---

Business 911 Global Inc. shall pay the Affiliate \$\_\_\_\_\_ for each unsuccessful referral.

An unsuccessful referral is described as such:

---

---

---



## REFERRAL AGREEMENT

3557 N. Sharon St. Ste. 101

Charlotte NC 28205

(704) 817-8021 / info@business911now.com

The Affiliate will receive compensation within **(7-10) business days** of a completed referral. A completed referral is described as such:

---

---

---

If a client is issued a refund or a check bounces within 180 days, the 5% referral fee must be returned to **Business 911 Global Inc.**

4. **Term.** This Agreement shall commence upon \_\_\_\_\_, as stated above, and will continue until \_\_\_\_\_.

5. **Confidentiality.** During the course of this Agreement, it may be necessary for **Business 911 Global Inc.** to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Affiliate in order for the Affiliate to seek out potential referrals.

The Affiliate will not share any of this proprietary information at any time. The Affiliate also will not use any of this proprietary information for their personal benefit at any time.

***This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.***

#### 6. **Termination.**

This Agreement may be terminated at any time by either Party upon \_\_\_\_\_ days written notice to the other party. Upon termination, **Business 911 Global Inc.** shall pay to the Affiliate all compensation due and owing for referrals made prior to the date of termination that was not yet paid.

#### 7. **Representations and Warranties.**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.



## REFERRAL AGREEMENT

3557 N. Sharon St. Ste. 101

Charlotte NC 28205

(704) 817-8021 / [info@business911now.com](mailto:info@business911now.com)

### 8. Indemnity.

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. **Limitation of Liability.** Under no circumstances shall either Party be liable to the other Party or any Third Party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

### 10. Disclaimer of Warranties.

Affiliate shall refer potential clients/customers as requested by Business 911 Global Inc. Affiliate does not represent or warrant that such referrals will create any additional profits, sales, exposure, brand recognition, or the like. Affiliate has no responsibility to Business 911 Global Inc. if the referrals do not lead to the company's desired result(s).

### 11. Severability.

In the event that any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

### 12. Waiver.

The failure by either of the Parties to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

### 13. Legal Fees.

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees, and the like.



## REFERRAL AGREEMENT

3557 N. Sharon St. Ste. 101

Charlotte NC 28205

(704) 817-8021 / info@business911now.com

14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by \_\_\_\_\_ law. (State)

16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

**The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:**

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

Signed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

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