



PARTNER REFERRAL
AGREEMENT *for*
PARTNER NAME

Prepared by:

Prepared on: [Month] [Day], [Year]

1 — PARTIES

This Referral Agreement (“Agreement”), dated as of DATE (the “Effective Date”), is made and entered into by and between **Company Name** (“STUDIO”), and **Company Name** (“PARTNER”).

2 — TERM OF AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, STUDIO and PARTNER agree as follows:

Referrals. During the term of this Agreement, STUDIO will endeavor to refer clients to PARTNER (a “Referred Client”) for the provision by PARTNER of certain marketing, design, development or other consulting services to be performed by PARTNER. However, this Agreement does not obligate STUDIO to make any particular number of referrals, and does not obligate PARTNER to accept any particular number of Referred Clients.

Referral Fees. Should PARTNER receive payments from a Referred Client, PARTNER will pay to STUDIO an amount equal to **ten percent (10%)** of the gross payments (including the fair market value of any consideration other than cash) received from such Referred Client by PARTNER during the period commencing as of the date the first payment is received and continuing for one year thereafter (the “Referral Fees”). Referral Fees will be paid within thirty (30) days of PARTNER’s receipt of a payment from the Referred Client.

Relationship of the Parties. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability on any party.

Term and Termination. This Agreement is effective as of the Effective Date set forth above and will remain in effect until terminated by either party providing the other with no less than thirty (30) days advance-written notice. Termination of this Agreement shall not affect STUDIO’s right to continue to receive, with respect to referrals made prior to the date of termination, Referral Fees that become due pursuant to the terms of Section 2 after the date of termination. Sections 2 (with respect to any referrals made prior to termination) and 5 will survive the termination of this Agreement.

3 — MISCELLANEOUS

Notices. Any notice or other communication under this Agreement given by either party to the other party will be in writing (including by email) and be valid upon actual receipt.

Governing Law; Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of British Columbia, Canada without reference to its choice-of-law rules. Each party consents to the exclusive jurisdiction of the courts located in British Columbia, Canada, and waives any arguments concerning venue and the convenience of the forum.

Attorney's Fees & Costs. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to all costs and fees recoverable pursuant to applicable law and to its reasonable attorney's fees and costs of suit.

Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between PARTNER and STUDIO related to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.

Audits. STUDIO shall, during the term of this Agreement and for a period of one year thereafter, have the right, upon request, to examine PARTNER's records to confirm PARTNER's payment of Referral Fees as required by this Agreement, and PARTNER shall deliver such records to STUDIO upon receipt of STUDIO's request therefor.

Counterparts. This Agreement may be executed electronically and in counterparts.

Severability. Should any provision of this Agreement be found by court of competent jurisdiction to be unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, shall be severed herefrom and the remainder of this Agreement shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective as of

the Effective Date.

4 — SIGNATURES

Each signatory represents that it has the full authority to enter into this Agreement and to bind her or his respective party to all of the terms and conditions of this Agreement.

SIGNATURE OF PARTNER

[First and Last Name]

NAME

[Month] [Day], [Year]

DATE

SIGNATURE OF STUDIO

[First and Last Name]

NAME

[Month] [Day], [Year]

DATE

