

Stream Information Brokers P.O.Box667352, Houston, Tx77266-7352, Ph.832-499-4213 <u>streaminfobrokers@myway.com</u> <u>www.streaminfobrokers.com</u>

REFERRAL FEE, FINDER FEE AGREEMENT

1. THIS AGREEMENT, made and entered into as of <u>Date of the Agreement(Insert Date)</u> and ended at Date ______ by and between <u>Stream Information Brokers (Referral Source, Finder)</u> and <u>Your Company Name(Referral User)</u> with respect to the following facts:

WHEREAS, the **Your Company** is in the business of selling products and services to its clients and solicits referrals for new clients under the **Your Company's** Referral Program (or without it) for the same purpose, and

WHEREAS, the **Referral Source(Stream Information Brokers)** is in the business of providing new referral contacts to new perspective (potential) clients to products', services' selling businesses through referral contacts for a fee(flat rate or on a commission basis-specified below), and solicits referrals for new clients under the **Company's** Referral Program (or without it under this direct signed agreement)for the same purpose, and NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

2. This contract(agreement) is for Referral Fee for referral services only. It could not be interpreted wrong or used as sales representation or company agent Fee agreement. No sales representation should be expected by Your Company or would be done by the Referral Source. Your company is entitled just to receive the sales leads in form of the contacts information only to follow then with your own sales representation!

3. By signing this agreement (contract) Your Company Agreed to receive the **Prepaid** Referral products, services that include the contact info only. Stream Information Brokers has no refunds, no returns policy on all of information products. Signing and dating the agreement constitutes Your Company full acceptance the supplied sales leads (referrals) to new clients and made Payments in full and finished, completed money, funds transactions to Referral Source. Stream Info Brokers delivered the referral info products at the signing of this contract and only after the payments were processed and transactions completed online or with cleared check!

4. COMPENSATION-FINDER FEES:

Your Company agrees to pay one time Referral (Finder) Fees to cover all costs to the Referral Source for already done work of researching the prospective clients contact info.

Your Company agrees to pay upfront the Retainer of \$_____ for each client contacts' info to start the work, to do the research. Your Company agrees that the Referral Source would keep the retainer upon any termination of this agreement!

Your Company agrees to pay the **remaining portion** of Referral Fees of \$______ for each presented client contacts' info **before actual delivery** the information product. See the Paragraph 3 of this agreement!

REFERRAL FEE, FINDER FEE AGREEMENT (form continued)

4. COMPENSATION-FINDER FEES(continued):

Your Company agrees to pay (optional or put \$0.00) additional **Performance Bonus** to the Referral Fees of \$______on the Success results with **each referred client**.

This bonus should be paid in full no later than 10 days after referred client's first purchase or first payment and completed money transaction.

5. The **Referral Source** is an independent contractor. It would pay all the taxes by itself! Your **Company** will not withhold and report the withholding of any taxes and the **Referral Source** will not be entitled to any Your Company employees' benefits, such as unemployment insurance, medical insurance, pension plans, or other such benefits. No any IRS forms like the W-9 will be required for making the payment. Instead IRS 1099 Form should be used for accounting practices.

6.NON- DISCLOSURE, CONFIDENTIALITY

The Referral Source will treat as confidential the Your Company's Confidential Information (defined below), and will take precautions equivalent to those it uses to protect its own most highly confidential information (which must be at least reasonable precautions) to ensure the continued confidentiality of such information and to prevent its unauthorized access and disclosure. The Referral Source agrees to return to Your Company upon the expiration or termination of this Agreement or earlier request all Confidential Information acquired from Your Company, except as to such information as it may be required to retain under applicable law. During the term of this Agreement and for five (5) years thereafter, the Referral Source shall not, without the Your Company's prior written consent, use or disclose any Confidential Information for a purpose other than as expressly contemplated by this Agreement to carry out its obligations. The obligations of confidentiality shall not apply to information that NHC is required to disclose (i) at the request of any regulatory or administrative authority; (ii) pursuant to subpoena or other court process!

7. TERMS OF TERMINATION:

This Agreement shall commence on the Effective Date of Signing and shall continue until the Date ______unless and until cancelled by either party or by written agreement of both parties as follows:

- by either party for any reason by providing thirty (30) days' written notice to the other party;

-automatically upon the occurrence of any event of bankruptcy, insolvency or liquidation of any party;

- by the Your Company, if the Referral Source fails to cure any substantial failure to diligently perform the Services within thirty (30) days of the Company's written notice specifying such failure and indicating its intention to terminate this Agreement.

REFERRAL FEE, FINDER FEE AGREEMENT (form continued)

8. EFECT OF TERMINATION:

Upon termination of this Agreement for any reason, the Referral Source shall have no further obligation to provide the Referral Services and Products. Any termination or expiration of this Agreement, except as set forth herein, shall not affect the obligation of Your Company to pay amounts owing to the Referral Source, which have been earned or accrued by this signed agreement prior to the date of such termination or expiration, or which become payable during the Fee Eligibility Period or to reimburse Referral Source for expenses in accordance with the provisions of this Agreement. Any The Company's obligation to pay any part of the Referral Fee or Performance Bonus on Success Fee earned by Referral Source during the Fee Eligibility Period shall survive termination of the Agreement.

9. GOVERNANCE:

ATTENTION! You are automatically agree and accept all Referral Source policies, terms and conditions just by opening, viewing, reading and signing this agreement(contract)! Your agreement, acceptance is final and could not be reversed by government or judicial officials at later time! Read all latest company policies and all the company terms and conditions at the Referral Source website www.streaminfobrokers.com on "Policies" and "Terms Conditions" webpages!

10. INDEMNIFICATION:

Your Company hereby indemnifies the Referral Source against, and shall hold the Referral Source and all its employees, agents, officers, directors and shareholders harmless from, any and all liabilities or obligations imposed or attempted to be imposed upon any of them by virtue of any act, representation, statement, warranty, omission or status of Your Company or of any employee, contractor or agent of Your Company. Without limiting the generality of the foregoing, Your Company agrees to reimburse and indemnify, the Company for its attorneys' fees and costs of litigation in defending any claim by any other party resulting from Your Company's act, representation, statement, warranty, omission or status.

11. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement (contract) and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth as referred to herein.

REFERRAL FEE, FINDER FEE AGREEMENT (form continued)

This Agreement is the latest and the only legal binding contract that supersedes any and all prior agreements and understandings between the parties with respect to the subject matter.

YourCompany
Signature
Title
Date
by
issued by
Notary Name
Witness Name Signature

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