

# Referral Partnership Agreement Template 2025

Use this editable structure as your starting point. Swap in your names, governing law, commission rate, and submission path. Keep the language plain, and attach brand guidelines as an exhibit. This structure incorporates common B2B standards such as portal-based submission, written acceptance of qualified leads, a close-by window, and first-year ARR commission.

## Agreement Summary

Welcome to the referral partner program. Here's a simple summary of how our referral partnership works. The details are in the full agreement below — this is just to make it easy to get started.

- **Commission:** Earn 15% on the first year's annual recurring revenue from any qualified deal (excluding implementation or one-off setup costs).
- **Lead submission:** Submit your leads through our partner portal: [Partner Portal URL].
- **Validation:** Only leads accepted by us through the portal are eligible for commission.
- **Timing:** The deal must close within 3 months from when the lead is accepted to be commission-eligible.

Thanks for teaming up with us.

## Referral Partnership Agreement

This referral partnership agreement (the **Agreement**) is entered into as of the Effective Date (as defined below).

### Between

**COMPANY**, a limited liability company incorporated, organized and existing under the laws of [Jurisdiction], with its registered office at [Registered Office Address], and registered under enterprise number [Company Registration Number] (**Company**);

and

[NAME PARTNER], a [ ] company incorporated, organized and existing under the laws of [Country], with its registered office at [Address], and registered under enterprise number [•] (**Partner**);  
or: [NAME PARTNER], a natural person residing at [Address] (**Partner**).

Company and Partner are hereinafter collectively referred to as the **Parties** and each individually as a **Party**.

## 1. Purpose

This Agreement sets out the terms and conditions under which Partner will refer prospective customers to Company and, where agreed between the Parties, support co-selling efforts aimed at facilitating the conclusion of commercial agreements with such prospects.

## 2. Interpretation

Headings are for convenience only. Singular includes plural and vice versa; gendered terms include all genders. The English version prevails over translations. "In writing" includes email, excluding other electronic means. Times refer to [Primary Time Zone].

Time periods start the day after the triggering event, include the last day unless it's a non-Business Day, and are in calendar days unless stated otherwise. Monthly or yearly terms run to the eve of the same day in the following month(s)/year(s).

### 3. Definitions

In this Agreement, terms beginning with a capital letter and not defined elsewhere have the meanings below (unless the context clearly requires otherwise):

- **Affiliate** means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.
- **Annual Recurring Revenue (ARR)** means the total contracted recurring revenue, on an annualized basis, as set out in the customer agreement between Company and the Qualified Lead, excluding taxes and non-recurring fees.
- **Article** means an article of this Agreement.
- **Commission** has the meaning set forth in Article 6.
- **Confidential Information** means all information disclosed by or on behalf of a Party to the other Party that is designated confidential or reasonably should be understood as confidential, including product, technical, commercial, financial, customer and contractual information, and the terms of this Agreement, subject to customary exclusions.
- **Customer** means any natural or legal person who has entered into an agreement with Company for the use of Products.
- **Effective Date** means the date of the last signature on this Agreement.
- **Intellectual Property Rights (IPR)** means all intellectual property rights worldwide, including patents, trademarks, copyrights, software, data, databases, trade secrets, know-how and all applications, renewals and extensions.
- **Lead Generation Activities** means Partner's efforts to generate leads through marketing and promotional channels.
- **Marketing Materials** means any promotional, advertising, sales or informational materials provided or approved by Company for use by Partner in connection with Lead Generation Activities.
- **Partner Portal** means Company's official partner portal made accessible via [Partner Portal URL] or another domain as communicated by Company.
- **Products** means any goods, products or services offered by Company.
- **Prospect** means a potential Customer of Company, explicitly excluding (i) existing or former Customers and (ii) any person or entity with whom Company (or its representatives) has already initiated commercial discussions.
- **Representative** means any individual or entity acting on behalf of a Party.
- **Qualified Lead** has the meaning set forth in Article 4.2.

### 4. Generation of Qualified Leads

**4.1 Appointment.** Subject to this Agreement, Company appoints Partner as a non-exclusive and independent commercial partner to promote the Products to Prospects for the purpose of generating Qualified Leads.

**4.2 Qualified Lead criteria.** Partner is deemed to have provided a Qualified Lead where:

- a) Partner has established significant lines of communication with a relevant decision-maker at the Prospect regarding interest in purchasing Products;
- b) in Company's reasonable opinion, the Prospect has expressed genuine and immediate interest; and
- c) Partner has introduced Company to the decision-maker or obtained consent for Company to contact the Prospect, and has taken reasonable steps to enable communications.

**4.3 Submission path.** Partner shall register each Prospect via the Partner Portal and provide requested lead information (Prospect name, contacts, role, summary of interactions indicating expressed interest). Only Prospects registered via the Partner Portal are eligible as Qualified Leads.

**4.4 Company review.** Company will acknowledge receipt in writing within 10 business days. If the Prospect does not meet the Qualified Lead criteria or if Company refuses the Prospect for any reason at its discretion, Company will provide written reasons.

**4.5 Exclusions.** Current accounts or Customers of Company, or those with whom Company has had negotiations, business dealings, or active sales engagement in the past 12 months, are excluded from eligibility.

**4.6 Direct contracting and close-by window.** All sales agreements for Products will be entered into directly and solely between Company and the Qualified Lead. Commission is payable only if the customer agreement is signed within three (3) months from the date Company acknowledged the Prospect as a Qualified Lead.

## 5. Rights and Obligations

**5.1 Partner duties.** Partner will use commercially reasonable efforts to promote Products. Partner bears all costs related to Lead Generation Activities unless otherwise agreed in writing; will act with care and skill and maintain good relations with Prospects, Qualified Leads and Customers; and will comply with applicable laws and industry best practices.

**5.2 Prohibited actions.** Partner shall not:

- a) make any representation or warranty on behalf of Company;
- b) represent quality, performance or other characteristics of Products beyond approved statements;
- c) claim ownership or rights in Products except as expressly provided; or
- d) issue commercial proposals not expressly approved by Company.

**5.3 Compliance.** Partner is solely responsible for legal, social, tax and commercial obligations applicable to self-employed persons or independent enterprises.

**5.4 Company support.** Company will act in good faith and — at its discretion — provide timely information and Marketing Materials reasonably necessary to perform this Agreement.

## 6. Commission and Payment Terms

**6.1 Commission.** Qualified Leads are remunerated via a one-time commission equal to fifteen percent (15%) of the first year's ARR actually received by Company when such Qualified Lead becomes a Customer (the Commission). The Commission is Partner's sole compensation under this Agreement; no additional commission is due after the first year.

**6.2 Conditions; cancellation.** The right to Commission shall not arise — or, if arisen, shall be cancelled — if:

- a) the order placed by the Qualified Lead is not accepted by Company;
- b) the order is placed through the involvement of another partner with no or limited involvement of Partner;
- c) the Qualified Lead fails to honor payment obligations (the right revives if payment is later made, unless failure was directly caused by Company); or
- d) performance of the customer agreement becomes impossible for reasons not attributable to Company.

If any of the above occurs, any Commission already paid may be set off or reclaimed by Company at its discretion.

**6.3 Payment timing.** Commission is due and payable in accordance with the customer's payment schedule in the underlying customer agreement (i.e., when Company receives funds).

**6.4 Post-termination.** No Commission is due for orders received after termination or expiry, except where the Qualified Lead was validated during the term and the resulting agreement is signed within ninety (90) days following termination.

**6.5 Invoicing.** Correct, properly issued invoices are payable within thirty (30) calendar days from Company's receipt.

**6.6 Advances.** Any expenses advanced by Company in connection with Lead Generation Activities may be deducted from the Commission.

## 7. Intellectual Property Rights

Each Party retains all right, title and interest in and to its IPR. No license or transfer of IPR is granted except as expressly provided. During the term:

- a) Company is granted a non-exclusive, non-transferable, royalty-free license to use Partner's trademarks and trade names solely to identify Partner as a referral and lead-generation partner; and
- b) Partner is granted a non-exclusive, non-transferable, royalty-free license to use Company's trademarks, trade names and Marketing Materials solely to generate Qualified Leads, in accordance with Company brand guidelines. Company may request cessation of any specific use on written notice.

## 8. Term and Termination

**8.1 Term.** This Agreement is applicable as of the Effective Date and continues for an indefinite duration.

**8.2 Convenience.** Either Party may terminate by providing one (1) month written notice, unless otherwise agreed in writing.

**8.3 For cause.** Either Party may terminate for material breach, gross negligence, wilful misconduct or fraud by the other Party, upon written notice specifying the breach.

**8.4 Immediate termination.** Either Party may immediately terminate by registered letter, without indemnity, if the other Party:

- a) becomes subject to winding up, bankruptcy, liquidation or insolvency;
- b) (if applicable) has its designated Representative pass away or placed under guardianship;
- c) commits fraud, dishonesty, criminal conduct, or acts bringing itself or Company into disrepute.

**8.5 Effect of termination.** Rights and obligations accrued before termination remain in effect. In the case of termination by Company under Article 8.3, Company has no obligation to pay any commission or amounts not yet due and payable as of the termination date.

## 9. Non-Solicitation

For one (1) year from the end of the Agreement (the **Non-Solicitation Period**), Partner shall not:

- a) induce or attempt to induce any person who is or was a customer, supplier or other business relation of Company during the relevant periods to cease or materially reduce business with Company or to transact on less favorable terms;
- b) induce or attempt to induce any employee of Company to leave employment; or
- c) recruit or otherwise engage any employee of Company who was employed during the relevant periods.

Partner shall refrain from the above directly or indirectly (including via Affiliates or Representatives), in any capacity. The non-solicitation undertakings are geographically limited to activities from or focused on the [Designated Territory]. If Company becomes aware of a breach, Partner shall cease the breach immediately upon notice and pay damages of EUR 1,000 for each day of continued breach, without prejudice to additional damages. If any provision exceeds limitations under applicable law, it shall be deemed modified to the maximum permitted scope.

## 10. Confidentiality

Each Party shall use the other Party's Confidential Information solely as necessary to perform this Agreement; shall not use it to develop competing or similar products or services unless explicitly allowed in writing; and shall disclose it only to recipients with a need to know who are bound by obligations at least as strict as those herein. Each Party will protect Confidential Information with at least reasonable care during the term and for five (5) years thereafter (trade secrets protected for as long as they remain trade secrets). Compelled disclosures are permitted with prior notice where lawful. Upon request or termination, the Receiving Party shall return or destroy Confidential Information.

## 11. Liability and Indemnification

Partner shall indemnify and hold Company harmless against claims, damages, liabilities and expenses (including third-party claims) arising from Partner's performance. If Company is held liable by a customer for damages resulting from Partner's negligence or errors, Company may recover such damages from Partner. Partner shall maintain professional liability insurance adequate to the services performed and provide proof upon request. Failure to maintain insurance constitutes a material breach

## 12. Miscellaneous

**Force majeure.** Neither Party is liable for failure to perform due to causes beyond reasonable control (including fire, flood, strikes, war, embargoes, cyberattacks, riots, pandemics, insurrections). The Parties will consult to mitigate impact; obligations are suspended during the event; if it persists for at least three (3) months and no equitable solution is found, either Party may terminate on notice.

**Notifications.** Any notification required under this Agreement will be in writing and sent to the recipient by email to the addresses designated below (or updated by written notice). Notices are deemed delivered as evidenced by receipt/confirmation.

**Relationship.** Each Party acts in its own name and on its own behalf. Nothing creates a partnership, joint venture, agency or other association. The appointment of Partner does not authorize it to legally represent Company toward Prospects, Qualified Leads or Customers.

**Data protection.** If personal data within the meaning of the GDPR (or analogous law) is processed in performing this Agreement, each Party will comply with applicable data protection laws and, if needed, enter into a data processing agreement.

**Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

**Non-assignability.** This Agreement may not be assigned or transferred by a Party without the prior written consent of the other Party. Any unauthorized assignment is void.

**No waiver.** Failure to enforce any right on one occasion is not a waiver of that right on any other occasion.

**Entire agreement.** This Agreement sets forth the entire understanding of the Parties and supersedes prior agreements and undertakings regarding its subject matter.

**Severability.** If any provision is invalid, the remainder remains effective, and the Parties will negotiate a valid replacement achieving a similar commercial effect.

**Signature.** This Agreement may be executed by handwritten or electronic signature (including DocuSign, Adobe Sign or similar). Electronic signatures have the same force and effect as handwritten signatures.

**Applicable law and jurisdiction.** This Agreement is governed by the laws of [Governing Law], excluding conflict-of-law rules. All disputes shall be subject to the exclusive jurisdiction of the courts of [Venue].

Signature

IN WITNESS WHEREOF, this Agreement has been entered into through Electronic Signature, and each copy delivered to a Party shall be considered an original.

Company

Name

Title

Date

Partner

Name

Title

Date