

REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered into this _____ day of _____, 202 (the “**Effective Date**”).

Between

CWRE LIMITED, a private company registered under the Laws of the Federal Republic of Nigeria with registered address at Plot 1 Towry Close, Victoria Island, Lagos (the “**Company**”, which expression shall where the context so admits include their heirs, executors and or Assigns including those deriving rights through them) of the one part;

and

_____, with an address of

(the “**Referrer**”, which expression shall where the context so admits include their heirs, executors and or Assigns including those deriving rights through them) of the other part.

The Company and the Referrer shall be referred to individually as “the **Party**” and collectively as “the **Parties.**”

WHEREAS:

1. The Company is in the business of real estate sales, rental, marketing and development, *inter alia*. Company is desirous of gaining additional clients/customers for the furtherance of its business activities. Referrer is in a position to refer potential clients/customers to the Company.

NOW THEREFORE, the parties hereby agree as follows:

2. **Referral Arrangement:** Upon the Effective Date of this Agreement, Referrer may, from time to time, refer potential clients/customers to Company. Company will pay Referrer a fee for these referrals.
3. **Compensation:**
 - i. The Company shall pay the Referrer a variable referral commission, commencing at 10% of the Company's received Commission from sales and rental fees for a Completed Transaction or Successful Referral involving a new contact. Please note that this commission rate is subject to change and may vary based on specific circumstances.
 - ii. The Company will pay the Referrer's commission fee within 30 business days of receipt of the Company's commission fee from the Completed Transaction².
4. **Term:** This Agreement shall commence upon the Effective Date, as stated above, and will continue until _____.
5. **Confidentiality:** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Referrer in order for Referrer to seek out potential referrals. Referrer will not share any of this proprietary information at any time. Referrer also will not use any of this proprietary

¹The Referrer understands and agrees that they do not have an exclusive marketing territory.

²The Referrer is an independent contractor. The Company will not withhold any taxes and the Referrer will not be entitled to any benefits, such as unemployment insurance, medical insurance, pension plans, or other such benefits.



information for his/her 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 7 (seven) days written notice to the other party. Upon termination, Company shall pay Referrer all compensation due and owing for referrals made prior to the date of termination, but 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.
- 8. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective Referrers, 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. **Severability.** In the event 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.
- 11. **Interpretation:**
 - i. **Successful Referral** is defined as a referral that becomes a client/customer of Company.
 - ii. **Unsuccessful Referral** is defined as a valid referral candidate that does not become a client/customer of Company through no fault of Referrer or Company;
 - iii. **Completed Transaction** will be the engagement of the new client/customer or definitive action that the referral will not become a new client/customer.
- 12. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the Company carries on business.
- 13. **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.

IN WITNESS WHEREOF the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CWRE LIMITED	REFERRER
Signed:	Signed:
By:	By:
Date:	Date:

