

REFERRAL AGREEMENT

This AGREEMENT with effect from: _____, 20 _____

BETWEEN:

“Firm A”
Address

AND

“Firm B”
Address

WHEREAS “FIRM A” and “FIRM B” intend to implement certain referral agreements whereby either:

- “FIRM A” Agent (“Agent”) refers clients (“Clients”) to an Associate of “FIRM B” (“Associate”)
– OR –
- “FIRM B” Associate (“Associate”) refers clients (“Clients”) to an Agent of “FIRM A” (“Agent”)

to perform the services as set out in Schedule A.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Definitions

“Referrer”: Any Agent of “FIRM A” or Associate of “FIRM B” who is assigned by mutual agreement between “FIRM A” and “FIRM B” as per a completed Schedule A to provide referrals in accordance with this Agreement.

“Referee: The party receiving the referral.

“Referral”: The introduction of a client by one party to the other with the intention that the client of the Referrer obtains services from the Referee, and for which the Referee agrees to pay the Referrer a fee .

Responsibilities of “FIRM A”/Agent and “FIRM B”/Associate

1. Referee shall be responsible for obtaining and completing all required account opening documentation in respect of the services to be provided by the Referee.
2. “FIRM A” is responsible for completion of a “Client Disclosure and Acknowledgement” (Schedule B) form outlining the terms of each “FIRM A”/“FIRM B” client referral. The Client, the Referrer and Referee are to receive a copy of this signed disclosure statement.

3. The Referrer may provide advice to the Client but will not be responsible or liable for any advice that the Referee may provide to the Client.
4. The Referee may provide advice to the Client but will not be responsible or liable for any advice that the Referrer may provide to the Client.
5. "FIRM A"/Agent and "FIRM B"/Associate represent and warrant that they hold all necessary registrations as are required to permit performance of the services for Clients.

Payment of Fees

1. In return for providing a Referral, one of, or a combination of, referral fees, commission splits or other compensation to the Referrer may be paid. The terms of fee payments, including the amount and/or basis for calculation and the frequency of payment will occur as outlined in the "Referral Fee Schedule" (see Schedule A). One Referral Fee Schedule is to be completed for each client-specific referral arrangement established between "FIRM A"/Agent and "FIRM B"/Associate. The consideration is dependent on the particular client referral made and the licensing of the Agent and Associate. Such fee may be subject to HST or other taxes.
2. All referral fees will be paid from firm to firm (e.g. "FIRM B" to "FIRM A" or "FIRM A" to "FIRM B"). No fees will be paid directly to an Agent or Associate by the Referee.

Confidentiality of Agreement

1. All information, materials and technology ("information") provided by one party to the other party is strictly confidential to the disclosing party and is to be treated as confidential by the receiving party. Information may not be disclosed, in whole or in part, to any third party except as explicitly authorized hereunder. "FIRM A" and "FIRM B" shall be permitted to disclose such information to their accountants, legal, and financial associates and employees, or to appropriate regulatory bodies as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and as required by law or by any government regulatory authority.

Indemnification

1. "FIRM B" and the Associate shall indemnify "FIRM A" and the Agent from and against any and all losses, liabilities, claims, demands, actions, damages, costs and expenses (including legal expenses on a solicitor/client basis) incurred, directly or indirectly, as a result of:
 - a. any breach by "FIRM B", its Associates or "FIRM B" personnel of any of their obligations under this Agreement;
 - b. any improper, fraudulent, dishonest or negligent act, omission or intentional error of "FIRM B", its Associates or "FIRM B" personnel;
 - c. any misrepresentation made by "FIRM B", its Associates or "FIRM B" personnel; or
 - d. any breach made by "FIRM B", its Associates or "FIRM B" personnel of any of the representations contained herein
2. "FIRM A" and the Agent shall indemnify "FIRM B" and the Associate from and against any and all losses, liabilities, claims, demands, actions, damages, costs and expenses (including legal expenses on a solicitor/client basis) incurred, directly or indirectly, as a result of:
 - a. any breach by "FIRM A", its Agents or "FIRM A" personnel of any of their obligations under this Agreement;
 - b. any improper, fraudulent, dishonest or negligent act, omission or intentional error of "FIRM A", its Agents or "FIRM A" personnel;
 - c. any misrepresentation made by "FIRM A", its Agents or "FIRM A" personnel; or
 - d. any breach made by "FIRM A", its Associates or "FIRM A" personnel of any of the representations contained herein.

Termination

1. This Agreement may be terminated:
 - a. By either party on sixty (60) days' written notice to the other party;
 - b. By either party for breach of any term, covenant, representation or warranty in this Agreement that is not cured within thirty (30) days following written notice of same;
 - c. Immediately by either party in the event that (i) a receiver, receiver-manager, trustee or similar official is appointed for the other party or any of its property; (ii) the other party makes or proposes an assignment or arrangement for the benefit of creditors or becomes insolvent, bankrupt or ceases operations; (iii) the other party becomes subject to or commences any proceeding in bankruptcy or insolvency or for liquidation, dissolution, restructuring, winding-up or relief from creditors, or any analogous proceeding.
2. Payment of referral fees for services provided to Clients already referred under the Agreement will continue after termination of the Agreement.

Departure of an Agent from "FIRM A" or an Associate from "FIRM B"

1. If an Agent leaves "FIRM A", ongoing referral fees will no longer be due to "FIRM A" for Clients previously referred by that particular Agent under the Agreement while associated with "FIRM A". Continuation of the referral relationship with a particular Agent who leaves "FIRM A" is permitted subject to the agreement of the Agent's new firm as noted in Schedule B (if applicable)
2. If an Associate leaves "FIRM B", ongoing referral fees will no longer be due to "FIRM B" for Clients previously referred by that particular Associate under the Agreement while associated with "FIRM B". Continuation of the referral relationship with a particular Associate who leaves "FIRM B" is permitted subject to the agreement of the Associate's new firm as noted in Schedule B (if applicable)

Non-Solicitation

1. Neither the Referrer nor the Referee will solicit or market in any way, any products or services other than the services outlined in the client-specific Schedule A gained by way of this Agreement. In addition, neither the Referrer nor the Referee will sell or otherwise distribute to a third party a list of Clients gained by way of this agreement, nor refer a Client to any other third party except as for the provision of services related to facilitating referred transactions.
2. Ongoing communication between the Agent or Associate and a Client referred under the Agreement is permitted, unless expressly prohibited in writing.

Entire Agreement

1. This Agreement, including all schedules, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior negotiations or agreements. The headings used in this agreement are for convenience only and are not to be construed as defining, limiting or describing the scope or intent of this Agreement.
2. For clarity, this agreement does not extend to, nor amend previously negotiated arrangements between, "FIRM A" Agent companies and "FIRM B" Associate companies.

Representation and Warranties

1. "FIRM A" represents and warrants to "FIRM B" that it has the right to enter into this Agreement, that it is not subject to any agreements or other restrictions which would prohibit "FIRM A" from performing its obligations under this Agreement and that it has all necessary licenses, consents and registrations to operate its business.

2. "FIRM B" represents and warrants to "FIRM A" that it has the right to enter into this Agreement, that it is not subject to any agreements or other restrictions which would prohibit "FIRM B" from performing its obligations under this Agreement and that it has all necessary licenses, consents and registrations to operate its business.

Miscellaneous

1. This Agreement cannot be amended except in writing duly executed by both parties.
2. The failure of either party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
3. If any provision of this agreement is held to be invalid, illegal, or unenforceable, that provision will be severed to the extent of its invalidity, illegality, or unenforceability, and all other provisions will continue in full force and effect to the extent permitted by law.

Governing Law

1. This Agreement shall be governed by, and subject to the laws of the Province of **[Relevant Province]** (excluding any conflict of laws, rule or principle which might refer to such construction to the laws of another jurisdiction) and shall be deemed for all purposes to be made and fully performed in the **[Relevant Province]**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first mentioned above.

"FIRM A"

Name

Title

"FIRM B"

Name

Title

SCHEDULE A

Referral Fee Schedule

Role	Firm & Representative	Client(s)
<input type="checkbox"/> Referrer	"Firm A"	
<input type="checkbox"/> Referee	_____	
	Agent Name	
<hr/>		
<input type="checkbox"/> Referrer	"FIRM B"	
<input type="checkbox"/> Referee	_____	
	Associate Name	
<hr/>		

We acknowledge and agree:

(a) that the Referee will provide the following services to the above-noted client(s):

(b) that in consideration for the referral, the Referee will compensate the Referrer by:

Referral fee Split Commission Client Buyout Other (note below)

The amount of the fee is (or, the calculation of the fee is based on):

(c) the compensation will be calculated by the Referrer Referee and will be paid directly to the Referrer's firm with the following frequency:

(d) other considerations none – OR – as noted:

In the event that either the Agent leaves "FIRM A", or the Associate leaves "FIRM B", the Agreement will continue subject to the departing Agent or Associate's new firm accepting the terms of this referral arrangement.

"FIRM B" Associate Name "FIRM B" Associate Signature Date

"FIRM A" Agent Name "FIRM A" Agent Signature Date

