



Referral Partner Agreement

THE PARTIES TO THIS AGREEMENT ARE:

Referral Partner (The Partner) : _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

The Company: **ACCESS Capital Group**

11011 Q Street, Suite 101B

Omaha, NE 68137

Whereas, the Partner may refer potential clients to the Company in exchange for a referral fee.

The Parties agree to the following:

1. The Partner will become eligible to receive a Referral Fee when the Partner submits a new referral to the Company.
2. The Referral Fee shall be paid upon execution of the Purchase Agreement and the closing of the transaction between the referred agent and the Company or one of its affiliate companies. The Referral Fee will be equal to **10.0% of the purchased Annualized Renewal Commission** as of the Closing Date. Annualized Renewal Commission shall be calculated based upon the underlying commission schedule for the subsequent policy year for all policies included in the purchase.
3. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership, or joint venture relationship is formed by this referral agreement and at no time may the Partner position himself as affiliated with the Company, except as an independent referral partner. In view of this independent relationship, the Partner shall not enter into any agreements on behalf of the Company, and shall not incur any expenses on behalf of the Company.
4. This referral agreement does not grant exclusive rights to the Partner to act as referral agent on behalf of the Company and the Partner shall have no rights under any other agreements entered into by the Company and other Partners.
5. Both parties agree not to disclose any confidential information pertaining to their services, processes, intellectual property, or proprietary information to any third party. The Partner may do follow up inquiries with his referrals to confirm their purchases and gather feedback about their experiences with the Company.



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6. Placement of advertisements or use of any document relating to the business of the Company is prohibited without prior written approval of the Company. Partner shall not make promises or issue any warranty either expressed or implied pertaining to the services offered by the Company unless authorized in writing by the Company to do so.
7. The Company reserves the right to change the Referral Fee compensation by notifying the Partner in writing of such changes. Changes in compensation shall not affect transactions completed prior to the effective date of the change. Fees payable under this agreement will continue to be paid after the date of termination for business completed prior to the effective date of such termination of this agreement.
8. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party, all outstanding referral fees due to the Partner at that time shall be settled in full within thirty (30) days.
9. Each party shall indemnify, defend, and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform, and any other act related to this agreement.
10. Company will issue a 1099-MISC to the Partner on an annual basis, so long as the cumulative referral fees paid to the Partner in the calendar year by the Company exceed the 1099-MISC minimum reporting requirements
11. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

REFERRAL AGENT

Signature: _____

By: _____

Date: _____

ACCESS Capital Group, LLC

Signature: _____

By: David L. Emerton

Title: Managing Member

Both signatories duly warrant their authority to sign this agreement.