



Antonino Foti | Web/Graphic Designer
production@adfgraphics.com
917 864 4071
Brooklyn, NY
USA

REFERRAL AGREEMENT

SECTION I

This Referral Agreement (hereinafter the "Agreement") is made effective _____, by and between _____, with an office at [_____] (this Party hereinafter referred to as "Referrer") and **Antonino Foti**, with a private house office with remote/mobile operations located in Brooklyn, NY U.S.A. (this Party hereinafter referred to as "Service Provider").

WHEREAS, Service Provider is in the business of Web Design/Development, Graphic Design, Print Design & Production.

WHEREAS, Referrer has certain contacts with various entities and startups and desires to act as an intermediary finder of Clients for Service Provider's services;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Service Provider and Referrer agree to the following Terms and Conditions in the Sections below:

SECTION II

TERM AND TERMINATION OF THIS AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall continue in full force indefinitely until written notice is provided with both Parties agreeing to it. If a letter of termination is presented and it is during a project; the termination will be in full effect after full payment to the Referrer is made.

EXCLUSIVITY

For the term of this Agreement, Referrer shall have the exclusive right to introduce prospective Clients to the Service Provider for Web Design/Development, Graphic Design, Print Design & Production who are not already known to the Service Provider.



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SECTION III

COMMISSION AND PAYMENT

This Agreement pertains to an introduction only, but recurring for the life of a monthly service plan). The Referrer will receive a (%) commission based on the labor fee paid to the Service Provider. The labor fee is the main charge that is in full control of the Service Provider. Other charges to the Client are third-party fees (if applicable) that are not in control of the Service Provider in anyway. All third-party charges are separate from Service Provider's labor charges to the Client. Refund policies for the third-party charges are in control of the third-party providers.

COMMISSION OPTIONS:

CHECK OFF HERE FOR 50/50:

Referrer will be paid fifty percent (50%) of the agreed commission upon Service Provider's receipt of the deposit payment from the Client. Service Provider will send payment within 15 business days of receipt and Referrer will respond with an accompanying invoice for the payment.

Referrer will be paid the remaining fifty percent (50%) of the agreed commission upon Service Provider's receipt of the balance payment from the Client after project completion. Service Provider will send payment within 15 business days of receipt and Referrer will respond with an accompanying invoice for the payment acknowledging the full commission payment of that project transaction.

CHECK OFF HERE FOR BY COMPLETION:

Service Provider will send payment to Referrer for the agreed upon percentage within 15 business days of receipt of the remaining balance from the Client and Referrer will respond with an accompanying invoice for the payment acknowledging the full commission payment for that project transaction.

If the Client chooses a monthly service agreement; then the recurring referral percentage payment to the Referrer will start when a full months service has completed without cancellation.



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SECTION IV

MISCELLANEOUS

Relationship Between the Parties

Each Party's relationship with the other is that of an independent contractor. Nothing contained herein creates a partnership, joint venture or similar business relationship between Service Provider and Referrer. No employee will be considered an employee of the other for any purpose.

Use of Name

Service Provider and its employees, agents and representatives will not, without Referrer's prior written consent in each instance, use in advertising, publicity or other promotional endeavor, the name of Referrer or any of Referrer's affiliates, or any officer or employee of Referrer, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by Referrer or its affiliates; or represent, directly or indirectly, that any product or service provided by Service Provider has been approved or endorsed by Service Provider, or refer to the existence of this Agreement in press releases, advertising or materials distributed to Service Provider's prospective customers.

Force Majeure

Referrer/Service Provider shall not be held responsible nor be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of its obligations hereunder if such delay or failure is the result of causes beyond the control of Referrer/Service Provider.



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Governing Law

This Agreement, its subject matter and the Parties' respective rights and obligations hereunder shall be governed by and construed in accordance with the laws of the United States, without giving effect to principles regarding conflicts of law.

Modification, Amendment and Waiver; Benefit

There are no understandings, agreements or representations, express or implied, with respect to the subject matter hereof not specified herein. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part without having it in writing, reviewed and executed by both Parties. This Agreement will inure to the benefit of Referrer, Service Provider, and the successors and the permitted assignee of each.

Assignment

Referrer may assign this Agreement, and/or any rights and/or obligations hereunder upon written notice and without the consent of Service Provider to any (i) subsidiary or affiliate of Referrer, or (ii) successor pursuant to a merger, consolidation, sale of all or substantially all of its assets. Service Provider shall not assign this Agreement, and/or any rights and/or obligations hereunder without Referrer's prior written consent.

Authority

Both Referrer and Service Provider have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.



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SECTION V

PROJECT TERMINATION

This agreement is on a prorated and results basis. After the first half of Referrer's payment is made (if Referrer chooses commission option "50/50"), then Client terminates the project in writing as the project is incomplete; Referrer will receive the remaining percentage based on the prorated value of the project at the time of termination. If the Referrer chooses the "by completion" option; Referrer will get the commission percentage based on the time of termination. The Client would be refunded the remaining value of the job if it were to be completed minus a termination fee (percentage based).

If the Client terminates the job meeting **ALL** of the following conditions:

- 1) After accepting Service Provider's Terms and Conditions;
- 2) Did not purchase a web hosting plan yet with Service Provider's web hosting partner or did not provide Service Provider access to an already established domain name and hosting account;
- 3) Service Provider did not commence in labor coding;

Therefore in result to the stated conditions; no commission would be given to the Referrer on the simple fact that no work has occurred. A full refund will be sent to the Client. The transaction would essentially be nulled out as if it did not exist. All efforts would be made to convince the Client to proceed with the project.



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SECTION VI

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

By Service Provider's auto execution of entering into this agreement have agreed to all of the Terms and Conditions. Referrer has the full authority to enter into this Agreement and to bind Referrer's respective party to all of the Terms and Conditions herein. Referrer has 2 options below: Digital signature(Via Adobe Acrobat) or hand written signature from a printout with date.

Referrer WRITTEN SIGNATURE

Referrer FULL NAME WRITTEN DATE

- OR -

Referrer DIGITAL SIGNATURE (via Acrobat or image import)

Referrer FULL NAME TYPED DATE

Antonino Foti_____

ANTONINO FOTI Same date to Referrer's

SERVICE PROVIDER AUTO SIGNATURE

SERVICE PROVIDER FULL NAME DATE