

REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered into 08/06/2021 (the “**Effective Date**”), by and between Top Digital Agency Limited, (company number 642562) incorporated under the laws of Ireland whose registered office is at Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593 Ireland, further in the text referred to as the “**Company**” and

_____ (Agency name/address / VAT number),

further in the text referred to as the “**Agency**”, collectively “the **Parties.**”

BACKGROUND

(A) The Company has been approached by a third party company (the “**RFP Provider**”) to help RFP Provider find a digital agency to provide certain digital services as further defined in Schedule 1 (the “**Services**”;

(B) The Agency is interested in pitching to RFP Provider to provide such Services and related actions; and

(C) The Company will enable the Agency to pitch to the RFP Provider on the condition that the Agency will pay a commission for any business won from RFP Provider.

The Parties Agree the following terms:

1. **Referral Arrangement.** Upon the Effective Date of this Agreement, Company shall provide the Agency with a referral to the RFP Provider and Agency will be entitled to pitch to the RFP Provider through the platform provided by the Company.
2. **Compensation.** For any referral in which Agency generates business, Agency shall pay Company a commission fee of 10% of all fees agreed to be paid by RFP Provider to Agency. The Agency hereby agrees to pay the total amount of commission fee within 5 business days from the conclusion of the contract with RFP Provider. For the purposes of this agreement, the agency is considered to have entered into a contract with the RFP Provider at the time when they have agreed on the essential components of the contract, regardless of the form in which the contract itself is concluded.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until terminated in writing by both parties.

4. **No Partnership, No Agency.** Nothing in this Agreement is intended to create any partnership or joint venture between the Parties.
5. **Publicity, Use of Proprietary Marks.** Each Party shall obtain prior written approval from the other Party prior to using the other Party's trademarks or trade names, or images (collectively, "Proprietary Marks") in connection with the activities under this Agreement. This paragraph applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event that this Agreement expires or terminates for any reason, each Party shall immediately discontinue using the other Party's Proprietary Marks.
6. **Confidentiality.** The Parties acknowledge that any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement constitute confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (i) is or becomes available to the general public (other than through the receiving Party's unauthorized disclosure); (ii) is required to be disclosed by applicable laws or regulations; or (iii) is necessary to be disclosed by any Party to its legal counsels or financial advisors, provided that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Agreement. Disclosure of any confidential information by the employees of or agencies engaged by any Party shall be deemed disclosure by such Party itself and such Party shall be held liable for breach of this Agreement. This paragraph shall survive the termination of this Agreement for any reason.
7. **Obligations of the Parties.** It is specifically agreed that the Parties' responsibilities under this Agreement are limited to the terms of this Agreement and neither Party shall have any other responsibilities or obligations.
8. **Warrants.** Each Party represents and warrants that it has the full right and power to enter into this Agreement and that it is fully ready, willing, and able to perform all its obligations hereunder. Each Party further warrants that it has obtained or will obtain all necessary clearances, permissions, and/or releases as provided above.
9. **Indemnity.** Each Party shall indemnify the other against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of any facility or thing furnished by the indemnifying party in connection with the activities under this Agreement, or arising out of any acts done or words spoken by persons furnished therefore by it and/or any use of any material furnished therefore by it, or arising out of or caused by its breach of any warranty or agreement contained in this Agreement. Each Party shall provide the other Party with prompt written notice of

any such claims of which the first Party is aware, and the Parties shall cooperate in the defense and resolution of such claims.

10. **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.
11. **Disclaimer of Warranties.** Company shall refer potential clients/customers as requested by Agency. COMPANY DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. COMPANY HAS NO RESPONSIBILITY TO AGENCY IF THE REFERRALS DO NOT LEAD TO AGENCY'S DESIRED RESULT(S).
12. **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.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Waiver of Contractual Rights.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties hereto and no modification or amendment thereof will bind either Party unless made in writing and signed by persons authorized to bind both Parties to the Agreement.
16. **Governing Law.** This Agreement shall be governed by the laws of the Republic of Ireland.
17. **Counterparts.** This Agreement may be executed in counterparts.

(Signature Page Follows)

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

Top Digital Agency Limited

“COMPANY”

Signed: _____

By: _____

Date: _____

_____ (Agency name)

“AGENCY”

Signed: _____

By: _____

Date: _____

(Signature Page to Referral Agreement)