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**Information Experts**

**REFERRAL AGREEMENT**

 This Referral Agreement (“Agreement”) is entered into as X DATE (“the Effective Date”) by and between Information Experts, Inc., a Virginia corporation located at 8609 Westwood Center Drive, Suite 110, Tysons Corner, VA 22182 (“IE”) and X NAME and Address, (referred to as “Agent).

1. **Definitions**
	1. **“Customer”** means buyer of IE services that is not financially related to Agent.
	2. **“Revenue”** means all gross revenues actually received by Information Experts from a Referred Customer. Commissions are paid on earned revenue by Information Experts. Any sub-contracting revenue will be deducted prior to paying out any commissions. E.G., if we are awarded a $100,000 contract and we need to sub-contract $30,000. The commissionable amount is $70,000 versus $100,000
	3. **“Referred Customer”** means a business unit or division within an organization (i) where the Agent has identified a specific opportunity or made the initial contact (either through a telephone conversation, face-to-face meeting, or by referral from another source) on behalf of the Receiving Party, (ii) that is referred through email.
2. **Term.** The term of this Agreement shall be one year unless extended by the written mutual agreement of the parties or either terminated in accordance with the provisions in section 6.
3. **Scope of Referrals**
	1. **Status as Independent Contractor.** The Agent shall be deemed an Independent Contractor for all purposes at law and the Agent does not have the legal authority to bind IE to any particular course of action.
4. **Referral of Services**
	1. **Payment.** In cases where the Agent refers an approved potential customer to IE, IE will pay 10% of gross revenue received to IE on all orders for the first 3 months. All commission payments are made on a monthly cash basis (paid within 10 days of receiving payment.)
5. **Notices**

**Method of Transmissions.** Any notices given under this Agreement will be via email.

1. **Termination**
	1. Either party may immediately terminate this agreement by written notice upon the occurrence of any breach of material obligation under this Agreement which is not cured within ten (10) days after receipt of the non-breaching party’s written notice thereof.
	2. After termination of this Agreement for any reason, referral payments due to the Agent will continue to be paid in accordance with the provisions of Section 4 (a). In addition, any referrals accepted prior to termination of agreement that end in contract or task order award, then the agent will be paid in accordance with the provisions of Section 4 (a).
2. **General**
	1. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Virginia.
	2. **Construction and complete Agreement.** This agreement supersedes, terminates and otherwise renders null and void any and all prior written or oral agreement between the parties with respect to the subject matter hereof.
	3. **Amendments.** This Agreement may be modified only by a written instrument signed by authorized representatives of both parties.

**Company Name**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

**Information Experts, Inc.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Adam Levin

Title: CEO