



## **REFERRAL AGREEMENT**

### **1. Purpose**

Referrer shall introduce prospective business clients seeking commercial financing (“Prospects”) to Axiant LLC d/b/a Axiant Partners (“Company”). Company may present such Prospects to lenders, financial institutions, private capital providers, or other funding sources at its discretion.

### **2. Referral Fee – 35% Commission**

Company shall pay Referrer thirty-five percent (35%) of the gross commission or revenue actually received from any funded transaction directly resulting from Referrer’s introduction. Payment shall be issued within thirty (30) days of Company’s receipt of funds.

### **3. Commission Clawback**

If a funded transaction for which a referral commission has been paid later defaults, is rescinded, charged back, or otherwise results in the Company returning any portion of its commission, the Referrer agrees that the related referral commission is subject to clawback. The Referrer shall repay such amount within forty-five (45) days of written notice from the Company. The Company may offset clawback amounts against future commissions payable. This provision survives termination or expiration of this Agreement.

### **4. Non-Circumvention & Protection**

If Referrer facilitates contact between a Prospect and any Funding Source introduced by Company during or after the Term, and such interaction results in funding, Company shall be deemed the procuring cause and entitled to full commission. Circumvention results in immediate liability for commissions due, damages, and attorneys’ fees.

### **5. Term**

This Agreement remains in effect for twenty-four (24) months. Commission protection for introduced Prospects extends sixty (60) months from initial introduction.

### **6. Independent Contractor**

Referrer is an independent contractor. Nothing herein creates a partnership, employment, or agency relationship.

### **7. Confidentiality**

Referrer shall maintain strict confidentiality regarding Company funding relationships and proprietary business practices.

### **8. Referrer Representations and Compliance**

The Referrer represents and warrants that:

- a. The Referrer is legally permitted to refer potential borrowers and receive referral compensation under applicable laws, regulations, and any contractual obligations to third parties.
- b. If the Referrer is employed by or affiliated with a vendor, dealership, brokerage, or other business entity, the Referrer represents that they have obtained any required authorization or consent from such entity to participate in this referral arrangement and receive compensation hereunder.
- c. The Referrer acknowledges that Axiant LLC d/b/a Axiant Partners is not responsible for verifying the Referrer's employment status, contractual obligations, or internal policies with any employer or affiliated organization.
- d. The Referrer agrees that it is solely responsible for complying with all applicable employment agreements, company policies, licensing requirements, and disclosure obligations related to receiving referral compensation.
- e. The Referrer agrees to indemnify and hold harmless Axiant LLC d/b/a Axiant Partners, its members, officers, employees, and affiliates from and against any claims, disputes, damages, liabilities, or expenses arising from the Referrer's failure to obtain required authorization or comply with any obligations owed to a third party.
- f. The Referrer acknowledges that any referral compensation paid under this Agreement is independent contractor income and that the Referrer is solely responsible for all tax reporting and payment obligations associated with such compensation.

**9. Governing Law**

This Agreement shall be governed by applicable United States law.

**10. Entire Agreement**

This document constitutes the entire agreement between the parties.

**Axiant LLC d/b/a Axiant Partners**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_