



REFERRAL AGENT AGREEMENT

The following Referral Agreement (hereinafter "Agreement") entered into the ____ day of _____, 200__, by and between POLS Attorneys, a Panamanian civil corporation, duly authorized and licensed to practice the profession of law in the Republic of Panama (hereinafter "FIRM") and

_____, of _____, being represented by _____ (hereinafter "CLIENT").

RECITALS

FIRM is engaged in offering a variety of legal services, including, but not limited to; incorporation services, asset protection consulting, bank/broker/merchant account introductions & account documentation processing services, real estate transaction processing, escrow services, immigration visa processing, as well as civil/criminal litigation.

REFERRAL AGENT, by virtue of professional contacts, experience in the industry, or other specialized qualifications, desires to form a relationship with the FIRM to refer potential clients to the FIRM, and in return, receive compensation in the form of a referral commission.

The FIRM wishes to expand its business and desires to enter into a referral relationship with the REFERRAL AGENT.

THEREFORE, the FIRM hereby engages the services of the REFERRAL AGENT, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. **Term:** This agreement shall commence on the date of the present Agreement, and continue for an indefinite period or until terminated by either party pursuant to Section 12 (below).
2. **Services:** The Referral Agent shall refer potential clients to the FIRM, promoting the FIRM's services to individuals and companies through direct personal contact with said individuals and with authorized representatives of said companies.
REFERRAL AGENT shall observe all of the FIRM's policies and directives promulgated from time to time.
3. **Use of Agents or Assistants :** The services to be rendered hereunder shall be performed by the REFERRAL AGENT. To a reasonable extent, the REFERRAL AGENT shall be authorized to engage the services of sub-agents or assistants. The REFERRAL AGENT may further employ, engage, or retain the services of such other persons or companies to aid or assist in the proper performance of duties, provided that:
 - (a) The cost of the services of such agents or assistants shall be the exclusive responsibility of the REFERRAL AGENT as well as any expenses incurred in engaging such agents or assistants; and
 - (b) The FIRM shall not be liable to reimburse any such expenses.
4. **Facilities:** The REFERRAL AGENT shall furnish, and bear all costs for, the necessary facilities and equipment, which may be required to perform the services under this Agreement. At its discretion, the FIRM shall make available to REFERRAL AGENT various marketing materials and promotional literature.
5. **Expenses:** REFERRAL AGENT shall bear all business expenses arising in the course of this Agreement.
6. **Relationship to Company:** At no time shall REFERRAL AGENT be deemed an employee of the FIRM. Pursuant to this Agreement, the REFERRAL AGENT is an independent agent of the FIRM and shall function strictly in such capacity. As an independent agent, the REFERRAL AGENT shall not have the power or

Client Initials: _____

Firm Initials: _____

authority to bind the FIRM. The FIRM shall not be bound to accept orders for service generated by the REFERRAL AGENT's public relations efforts.

7. **Referral Commissions:** In instances in which the REFERRAL AGENT refers an individual or company to the FIRM and the referral becomes a client of the FIRM with the help of the FIRM's staff, the FIRM will charge its standard retail fees and shall compensate the REFERRAL AGENT a commission of ten percent (10%) of the total amount of legal fees billed to client (not including government expenses).
8. **Receipt of Instruments:** REFERRAL AGENT shall not accept cash or financial instruments of any manner or kind on behalf of the FIRM in the course of business, without prior written authorization.
9. **Misrepresentations and Other Tortuous Acts:** REFERRAL AGENT shall be liable for all damages, expenses or losses incurred because of any act or omission connected with or arising out of services rendered under this Agreement, by reason of misrepresentation, willful misfeasance, bad faith, or gross negligence, by the REFERRAL AGENT or any sub-agent or employee contracted in accordance with Section 3, in the performance of the REFERRAL AGENT's duties or by reason of reckless disregard of the REFERRAL AGENT's obligations and duties under this Agreement.
10. **Marketing Materials:** The REFERRAL AGENT acknowledges that in representing the products of the FIRM:
 - (a) All materials provided to the REFERRAL AGENT, whether by the FIRM or by legal or natural persons affiliated with the FIRM, shall remain the property of the FIRM or the FIRM's affiliate; and
 - (b) The REFERRAL AGENT may not use or reproduce the logos of the FIRM, or any similar proprietary materials, in conducting public relations on behalf of the FIRM, without prior and specific written authorization from the FIRM.
11. **Confidentiality of Company and Client Affairs:** The REFERRAL AGENT or the personal representative thereof shall, upon the termination of this Agreement, deliver to the FIRM all correspondence, documents, specifications; papers and property belonging to the FIRM which may be in the possession or control of the REFERRAL AGENT. Confidential information shall only be disseminated by REFERRAL AGENT to further the FIRM's interests. REFERRAL AGENT shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any confidential information of the FIRM or any of FIRM's affiliates. Confidential information shall include, but not be limited to: customer names, customer contact information, FIRM's services, FIRM's strategies, prices, profits, contract terms or operating procedures. The FIRM shall have the right to obtain injunctive relief for violation of the terms of this paragraph and the terms of this paragraph shall survive the term of this Agreement.
12. **Termination:** This Agreement may be terminated by either party, without cause, by giving 30 days written notice. The Agreement may be terminated by either party, for cause, by either party giving 5 days written notice.
13. **Assignment:** Except as provided in Clause 3 above, this Agreement is personal between FIRM and REFERRAL AGENT. Neither the FIRM nor REFERRAL AGENT may sell, assign, transfer or hypothecate any rights or interests created under this Agreement or delegate any duties without the prior written consent of the other, **however** the FIRM may assign this Agreement to a parent, subsidiary or affiliated company. Other such assignment or delegation by either party hereunder without written consent shall be void.
14. **Severability:** If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.
15. **Modification of Agreement:** Except as herein provided, modifications to this Agreement by the parties shall only be by written supplemental agreement executed and signed by both parties.
16. **Notice:** Any notice required to be given by one party to the other under the terms of this Agreement shall be sufficient if made in writing and sent by registered or certified mail addressed as follows:

If to FIRM:
POLS Attorneys
Optima Building (SL-55), 31st Floor,
Samuel Lewis Ave. & 55 East St., Obarrio,
Panama City, Republic of Panama.

Client Initials: _____

Firm Initials: _____

If to REFERRAL AGENT:

Name: _____

Address: _____

Tel: _____

Email: _____

If not to above address, such notification may be sent to an alternate location as the parties hereto may specify, in writing, from time to time.

- 17. **Waiver of Breach:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of such right or power hereunder at any subsequent time.
- 18. **Titles:** The titles of the Sections herein are for convenience of reference only and are not to be considered in construing this Agreement.
- 19. **Governing Law:** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of all of its terms shall be governed by the substantive laws of the Republic of Panama.
- 20. **Arbitration:** Any controversy or claim arising out of, or relating to, this Agreement or its breach, shall be settled by Arbitration, with a Panamanian Arbitrator of the FIRM's choice, in accordance to the applicable rules. All such proceedings shall be held in the offices of the Arbitrator.
- 21. **Attorney's Fees:** If any arbitration or other proceeding is brought for the enforcement of this Agreement, or for breach or default in connection with any of the provisions of this Agreement, each party shall pay for their own attorneys' fees.
- 22. **Entire Agreement:** This Agreement contains all of the terms that bind the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof. Modifications must be made by written amendment, signed by both parties.

Executed as of the date first above written.

FIRM

REFERRAL AGENT

Name: _____

Name: _____

Title: _____

Title: _____

ID: _____

Passport/ID: _____

Client Initials: _____

Firm Initials: _____