

MESSER

Financial Group

Referral Fee Agreement

This Referral Fee Agreement (hereinafter the “Agreement”) is made on [xxx] (the “Effective Date”), by Messer Financial Group, Inc. (herein referred to as the “Company”) and [xxx] (herein referred to as the “Referral Party”)

WHEREAS the Company wishes to sell pet insurance; and

WHEREAS, the Referral Party has contact with pet owners and desires to function as a referral source to introduce to Company any potential sales leads for pet insurance sold by the Company.

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants held here, the parties agree as follows:

I. Legal Compliance

The Referral Party understands that it is not a licensed insurance agent and will not discuss the prices, terms, conditions of the Company’s pet insurance product nor have authority to offer or sell with potential customers pet insurance offered by the Company. The Referral Party will direct potential customers on how to communicate with the Company for any insurance related questions.

II. Terms and Conditions

The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until terminated by either party upon at least 90 days’ prior written notice.

III. Exclusivity

For the term of this Agreement, the Referral Party shall have non-exclusive rights to introduce prospective buyers to the Company who are not already know to the Company.

IV. Fees and Payment

This Agreement contemplates an introduction only.

The Referral Party shall receive a fee of \$25.00 per buyer on the initial sale of pet insurance by the Company after a period of 60 days whereby the buyer maintains the policy.

Upon determination of the fees due the Referral Party, the Company shall make payment via ACH to the referring agent’s account.

V. Independent Contractor

Referral Party is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Referral Party and Company for any purpose. Referral Party has no authority (and shall not hold itself out as having authority) to bind Company and Referral Party shall not make any agreements or representations on Company’s behalf without Company’s prior written consent.

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VI. Final Agreement

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior misunderstanding or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties. The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

VII. Legal Construction

In the event any one of more of the provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the in-valid, illegal, or unenforceable provision had been contained in it. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement.

VIII. Governing Law

This Agreement shall be covered by the laws of North Carolina without giving effect to principles of conflicts of law.

IX. Signatories

_____ **Messer Financial Group, Inc. (the "Company")**

_____ **(the "Referral Party")**