



**Reseller Agreement with Foreign Translations, Inc.**

This REFERRAL AGREEMENT sets forth the terms and conditions under which [Your Name or Company Name] referred to as ("REFERRER"), having a principle place of business at

**Contact Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address1** \_\_\_\_\_

**Address 2** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Bank Wire Information** \_\_\_\_\_

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

AND

**Foreign Translations, Inc. ("SELLER")**

531 South Main Street  
Suite 300  
Greenville, SC 29601  
Tel: 864-272-0480  
Fax: 864-272-0479

hereby agree that **REFERRER** shall send potential translation clients to Foreign Translations, Inc. to receive price quotes, and upon award, receive contracts from prospects sent by **REFERRER**, for which **REFERRER** will receive referral/commission fees on awarded projects.

**1) Definitions: “REFERRER”** means a gatherer and referrer of potential translation clients.

**2) Non Exclusive Appointment:** **REFERRER** will send potential translation clients to Foreign Translations, Inc., but in a NON EXCLUSIVE role, in other words, **REFERRER** has no exclusive role, and Foreign Translations, Inc. may market without restriction regarding **REFERRER**. Foreign Translations, Inc. recognizes that **REFERRER** may send the potential translation clients to other translation agencies as a part of our original agreement and has no obligation to send potential clients to Foreign Translations, Inc., exclusively.

**3) Referrer will be paid a 10% commission/referral fee** for the initial referral only. Ongoing commissions/referral fees will be paid to **REFERRER** at a rate of **8%**. Foreign Translations, Inc. has no obligation to **REFERRER** for marketing expenses incurred by Referrer, and has no obligation to respond to price quote requests.

Foreign Translations, Inc. will not circumvent **REFERRER** and privately respond to referred potential clients without notifying **REFERRER** by email of such price quote responses, as a part of our good faith agreement. Foreign Translations, Inc. may respond in a follow up manner to potential clients without contacting **REFERRER** if they so choose. Foreign Translations, Inc. does agree to let **REFERRER** know of any price modifications in the course of such follow up communications.

**4) Client Acceptance, Payment:** Referrer will send potential translation clients to Foreign Translations, Inc. by email, phone or fax. Foreign Translations, Inc. maintains the right to accept or deny any price quote request for any reason.

In the event that a referred client awards Foreign Translations, Inc. with a translation project, **REFERRER** asks that Foreign Translations, Inc. notifies **REFERRER** immediately of the awarded project and expected total cost.

Foreign Translations, Inc. will then pay Referrer the entire commission within 30 days after the translation project in question has been paid in total by the referred client.

Payment shall be made in Dollars by company check, bank wire transfer, or paypal as will be agreed upon by the parties.

**5) Confidentiality:** Any information that is shared between **REFERRER** and Foreign Translations, Inc., including potential client info, shall remain strictly confidential.

**6) Relationship of the Parties:** The relationship between **REFERRER** and Foreign Translations, Inc. is that of referrer and seller. They shall not be construed as employer/employee, joint venture, etc. This agreement is a commercial agreement between businesses, not a consumer agreement.

**REFERRER** has no authority to contract on behalf of Foreign Translations, Inc..

**REFERRER** has no legal binding responsibility towards the referred clients for translation work or work otherwise performed by Foreign Translations, Inc. in the case of a dispute between Foreign Translations, Inc. and a referred client.

**7) Term, Termination:** This agreement shall be automatically renewed on an annual basis unless terminated by one of the parties for any reason:

- 1) By writing an email notification to the other party that the Referral Service is no longer desired.

From the moment that written notification has been sent, Foreign Translations, Inc. will stop offering price quotes to referred clients, and **REFERRER** will stop sending price quote requests.

Any price quotes that have been already offered to referred potential clients by Foreign Translations, Inc., do not apply to this termination request and will be respected by Foreign Translations, Inc.. The act of responding to a referred price quote request binds Foreign Translations, Inc. to our above agreement.

**8) Miscellaneous:** This agreement was formed in a spirit of good faith and in a spirit of cooperation and mutual benefit. It was also formed in a spirit of correct business practices towards each other and towards any potential or existing clients as an expression of transparent, and helpful services and practices. It is understood that its success depends on this good faith, but it is also understood that if this relationship is no longer beneficial to one or the other parties for any reason, it may be terminated freely in the same spirit of good faith.

**9) Modifications:** This agreement may be modified on the request of either party, but will only go into effect after a written approval has been sent by the receiving party accepting the proposed modification. If written approval is not given for a proposed modification by the receiving party, the contract remains unaltered, a proposed modification must be mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named as a party hereto.

**SELLER:**

**Ken Zwerdling - CEO**  
Foreign Translations, Inc.  
531 South Main Street  
Suite 300  
Greenville, SC 29601  
Tel: 864-272-0480  
Fax: 864-272-0479  
[kzwerdling@foreigntranslations.com](mailto:kzwerdling@foreigntranslations.com)

X \_\_\_\_\_

**REFERRER:**

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