



# Global Order of Middle Eastern Christians

www.gomec.org  
info.gomec@gmail.com

## REFERRAL AGREEMENT TERMS and CONDITIONS

### What Referring Agents Need to Know

**Language Disclaimer:** It is the expressed wish of all parties that this Referral Agreement, or “Agreement” is drawn up in the English language only.

**Governing Law and Jurisdiction:** The Agreement is governed by and shall be construed and interpreted in accordance with the laws of Ontario, Canada and each Party hereby submits to the non-exclusive jurisdiction of the Ontario, Canada courts.

**Amendments:** The Global Order of Middle Eastern Christians, Inc. reserves the right to make amendments to the terms of the Referral Agreement without prior notice, including the Referral Fee amount or formula, but will endeavour to promptly inform all Referral Agents, or “Agents” of any changes using the electronic contact information (i.e., Email) the Company has on file. It is the sole responsibility of the Referral Agent to ensure that their contact information is kept up to date with the Company.

**Scope of Referral Agreement:** The Global Order of Middle Eastern Christians Inc. and/or the “Company” engages the Referral Agent as an independent contractor for the sole and limited purpose of passively referring new members and/or customers to the Company.

Nothing in this Agreement shall be construed as an offer of employment by the Company to the Referral Agent, or as conferring upon the Referral Agent the right to represent him/herself as an employee of the Company, representative, spokesperson, or affiliate of the Company.

The Global Order of Middle Eastern Christians, Inc. agrees to compensate the Referral Agent for its services on a commission basis only. The commission paid to the Referral Agent shall be according to the Referral Fee Schedule, as a result of the efforts of the Referral Agent that lead to successfully establishing new fully paid-up members or customers.

**Term of Engagement:** The term of this Agreement shall commence upon the date both the Referral Agent and the Company signing authority have signed and returned a copy



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of the Agreement to all parties and will continue in effect until terminated as provided hereafter.

**Termination of Referral Agreement:** This Agreement may be terminated by either the Company or the Referral Agent at any time without prior notice, at the sole discretion of either party, and for any reason with or without cause; however, the Company's obligation to the Referral Agent for earned, and outstanding referral fees shall continue to be payable in accordance with the terms of this Agreement.

**Referral Fee Schedule:** The Company agrees to compensate the Referral Agent for its referral services on a commission basis only. The commission to be paid to the Referral Agent shall be forty-five percent (45%) of the net fees earned by the Company from a new member or client of the Company as a result of the efforts of the Referral Agent, net of any taxes, cost of goods and services, currency exchange rates, and transactional charges relating to the bank and credit card process transactions.

The referral fees shall be calculated monthly and payable on or about the 15<sup>th</sup> day of the following month from the month in which the commission was calculated.

**Taxes on Referral Fees:** The Global Order of Middle Eastern Christians, Inc. will not withhold any income taxes at source, and the Referral Agent agrees and understands that it is the sole responsibility of the Agent to report and pay any and all related income taxes on referral fees earned, in accordance with the tax rules governing the Agent's tax jurisdiction.

**Qualifying For a Referral Fee:** A Referral Fee can only be paid to a Referral Agent after the Company has received full payment for a service rendered to a customer, or a paid-in-full membership fee by a new member, the fifteen (15) calendar day cancellation grace period has expired, and no refund request for the membership fee has been submitted to, or received by the Company.

The Referral Fee can only be paid to no more than one Referral Agent. If the Company receives more than one Referral Agent claiming credit for the same paid-up member, the Company will pay the Referral Fee to the Referral Agent who submitted his/her Referral Agent# identification with the earliest electronic time stamp of the receipt of the application.

**TO QUALIFY FOR A REFERRAL FEE, THE REFERRAL AGENT MUST NOTIFY THE PROSPECTIVE NEW MEMBER OR CUSTOMER THAT THE AGENT WILL BE**

Global Order of Middle Eastern Christians, Inc.; www.gomec.org; info.gomec@gmail.com  
Referral Agreement Application Form and Terms and Conditions



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## **COMPENSATED BY THE COMPANY FOR THEIR REFERRAL ONCE CONDITIONS ARE MET.**

The Referral Agent will provide their Referral Agent Number on the Directory Sign-Up form for the Company to record that a potential referral fee may be due if the new member or customer meets the aforementioned criteria.

The Company is not obliged to accept any member or customer referred to it or to pay a referral fee for a prospective new member or customer that the Company has rejected.

**Currency Exchange Impact:** The Referral Fee will be calculated as a set dollar amount and paid out in the currency it was earned unless an alternative arrangement has been agreed upon between the Referral Agent and the Company.

The Referral Agent understands and agrees to accept that the amount of referral fee payout may be negatively impacted by exchange rates, where the referral fee was earned in a currency other than the currency used by the Company to charge for its membership fee, goods or services, or other remunerations; that the exchange rate used at the time of the currency conversion is a function of the currency exchange markets and outside of the Company's control, and that additional conversion costs, charges, or fees may be imposed by the financial institution conducting the currency conversion, which may negatively impact the amount of the net referral fee issued to the Referral Agent by the Company.

**Documentation:** The Referral Agent understands that the Company may request or require any other form of additional documentation or identification issued from an official government source to confirm the identity of the Agent. The Agent agrees to provide this additional information, and that the Company may have to suspend or withhold the Agent's right to receive a referral fee until the Referral Agent has submitted such documentation.

**Payment Method:** Once the Company has received the Referral Agent's banking information, earned referral fee payments that have met all of the aforementioned qualifying conditions will be made using electronic funds transfer (EFT) payments. The Company may agree to issue referral payments using alternative electronic payment formats on a case-by-case basis. In all other cases, a physical cheque will be issued to the Referral Agent.

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