

{Your Company} & **{Affiliate Company}**

Affiliate Referral Agreement

This affiliate referral agreement is made between:

- (a) **{your company name}**, a company incorporated and registered in England and Wales (registered number **{your company number}**) whose registered office is **{your company address}**, (the “**Company**”); and
- (b) **{affiliate company name}** (“**Affiliate**”);

each a “**Party**” and together the “**Parties**”.

The Parties hereby agree as follows:

1 OVERVIEW

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This agreement sets out the commercial rules and technical implementation for a referral programme between the Parties, whereby the Affiliate sends Referred Customers to the Company and the Affiliate is remunerated for the following actions:

{your company name} offers **{affiliate company name}** customers a discount

2 AGREEMENT TERM

This agreement will commence on **{insert date}** (the “**Commencement Date**”) and will continue for 12 months, unless otherwise terminated in accordance with this agreement.

3 VALID REFERRAL

A “**Referred Customer**” is a customer who is introduced to the Company by the Affiliate during the term of this agreement under the following conditions:

Only customers with at least **X** employees

4 CUSTOMER LANDING PAGE / TRACKING URL

The Affiliate should direct customers to this custom landing page or tracking

URL: TBU

The customer will click on the URL and be directed to the Company's sign up process. The Company will record that the customer was referred by the Affiliate.

The Affiliate should explain to the customer that they should mention to the Company that they were referred by the Affiliate.

The Parties will periodically review the list of Referred Customers and in case of discrepancies between the expected and actual data, will act in good faith to resolve by mutual agreement.

5 EARNOUT PERIOD

For any Referred Customer, the Affiliate is entitled to a commission on any Qualifying Revenue received from that Referred Customer for **X** month from the date of introduction of that Referred Customer, including where those purchases are made after the termination of this agreement, unless this agreement is terminated for cause. This term will be taken to apply to all Qualifying Revenue unless any further entitlement to commission continuing past this time is specified elsewhere in this agreement.

6 PAYMENT TERMS

Within 14 days after the end of each calendar quarter the Company will provide a summary of any payout. The summary will specify:

- (a) what Qualifying Revenue was generated in the relevant period; and
- (b) the commission payable on the remitted Qualifying Revenue.

Only remitted Qualifying Revenue will be taken into consideration when calculating commission in any given period. All invoiced but unpaid Qualifying Revenue will roll into the next period and will not

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be calculated for commission purposes until the relevant invoice has been paid by the Referred Customer unless the Company elects otherwise at their sole discretion.

In the event that a coupon, partial refund or other discount is offered to a Referred Customer, any commission will be calculated on the post-reduced price paid by the Referred Customer. In the event that a Referred Customer receives a full refund on any monies paid, no commission will be payable to the Affiliate on any of the refunded sums.

Once the Affiliate has received a commission summary, and that commission summary is not disputed, they should present an invoice to the Company together with their bank account details for the agreed amount (together with any VAT thereon where relevant), and the agreed amount will be paid by the Company to the Affiliate within 14 days of receiving an invoice from the Affiliate. Payment will be in GBP unless otherwise agreed.

The Company reserves the right to alter its pricing and/or add or remove products and pricing plans.

Where such changes will have a material effect on the affiliate commission structure the Company will notify the Affiliate.

7 CONSEQUENTIAL INTRODUCTIONS

Where a Referred Customer introduces the Company to a third party who independently purchases products/services from the Company, the Affiliate will not, by virtue of the initial referral, be deemed to have referred the third party to the Company.

8 DISPUTES

Either Party will promptly notify the other in writing in accordance with Clause 10 of any Referred Customer complaints, disputes or potential or actual litigation. In the event litigation is brought by the end user against either the Affiliate or the Company, each Party will hold the other harmless in the face of such litigation and neither Party will be liable towards the other.

The Affiliate will have 30 days from the receipt of a commission summary to query or dispute that commission.

In the event that the Affiliate queries any commission that they are due for any given period, the Company will investigate that query. If it is agreed that there was a miscalculation and that the Affiliate was due to receive a greater commission than they received, the Company will revise the commission summary and issue an updated commission summary. The Affiliate will then invoice for the revised amount in the usual way.

If it is agreed that there has been an overpayment of commission, the Company reserves the right to receive from the Affiliate any sums that the Affiliate was not entitled to, or to deduct that amount against the next or future commission payments.

In the unlikely event that agreement cannot be reached on the commission summary, the undisputed amount of commission should be invoiced by the Affiliate, and the Company will make payment of the same within 14 days of receiving the invoice. The disputed amount will then be escalated to senior management in each organisation for further consideration and resolution.

9 LIMITATION OF LIABILITY

Nothing in this agreement will limit or exclude the liability of either party for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents

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or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) any matter in respect of which it would be unlawful to exclude or restrict liability.

Neither party will under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profit, sales, revenue, or business;

(b) loss of anticipated savings;

(c) loss of or damage to goodwill;

(d) loss of agreements or contracts;

(e) loss of use or corruption of software, data or information;

(f) any loss arising out of the lawful termination of this agreement or any decision not to renew its term, or

(g) any loss that is an indirect or secondary consequence of any act or omission of the party in question.

The total liability of either party to the other in respect of all losses or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the aggregate commission paid or payable between the parties which has accumulated under this agreement.

10 NOTICES

Any notice or other communication or information to be given in connection with this agreement will be in writing and in English and will be sent by email to:

for the Company, the Company's CEO.

for the Affiliate, the Affiliate's CEO.

A communication sent according to this clause will be deemed to have been received at the time of completion of transmission by the sender, except that if a communication is received between 5:30pm on a day other than a Saturday, Sunday, or public holiday in England and Wales and 9:30am on the next day other than a Saturday, Sunday or public holiday in England and Wales, it will be deemed to have been received at 9:30am on the second of such other days.

11 INFORMATION TO BE PROVIDED

Either Party will promptly provide the other with reasonably requested data, documents or such other information that is necessary or appropriate to that Party to discharge its obligations or to comply with any applicable law or regulations.

12 NO JOINT VENTURE

Neither Party will have power or authority to incur any liability on behalf of the other Party or their affiliates or in any way to pledge the credit of the other Party or its affiliates or accept or make any

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contract binding upon that Party or its affiliates or give or make any warranty or representation on the other's behalf.

13 USE OF TRADING NAMES

Neither Party will hold itself out as an agent or affiliate of the other, will not act on behalf of the other, nor use the other's name in any form of promotion or advertisement without the prior written consent of the other Party.

Should such consent be given for the purpose of using a logo or branding owned by either of the Parties, then the requesting Party will receive a non-exclusive, revocable license to use such logo and

branding for the purpose it was requested for until that purpose has been fulfilled or otherwise when this agreement is terminated without any additional notice.

A branding pack can be requested from the Company. Should the Company provide its branding pack, it reserves the right to review any materials used in it by the Affiliate prior to publication by the Affiliate.

14 CONFIDENTIAL INFORMATION

At all times during the term of this agreement and following the termination thereof, the Parties will keep confidential any information acquired in respect of the other as a result of this Agreement regarding the business, affairs and customers of each other and will not disclose this information to third parties except as may be required by law or regulation.

15 DATA PROTECTION

Each Party will, at its own expense, ensure that it complies with and where necessary assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and any successor legislation; and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

16 RENEWAL, TERMINATION, ASSIGNMENT, WAIVER

During the last 30 days of this agreement, the Parties will review the relationship. If both Parties agree, the terms of this agreement can be extended and will apply for another 12 months where another review of this agreement will take place in that last 30 days of that subsequent 12 month term. Otherwise this agreement will automatically terminate in accordance with Clause 2 above.

This agreement may be modified only in writing and signed by both Parties. It may be terminated without cause by either Party on 14 days' prior written notice to the other, and may be terminated by either Party with cause upon dispatch of written notice to the other if any representation or warranty of the other ceases to be true or any obligation of the other is not duly performed or, in the sole judgement of either Party, the other has failed to comply with all applicable provisions of law.

If there is any commission that has accrued but remains unpaid at the time of termination, that commission will be honoured and paid at the next usual Payment Date.

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Neither Party may assign its rights or obligations hereunder without prior written consent of the other. Failure or delay in exercising any right under this agreement is not a waiver thereof or of any subsequent breach by the other Party of any representation, warranty or obligation hereunder. Notwithstanding the provisions of this Clause 16, either Party will be entitled to terminate this agreement immediately, with cause, if:

a Party or any of the directors of a Party are in material breach of their or its obligations under this agreement or fails to comply with any other agreement, covenant, warranty or undertaking given by either Party or any other regulatory authority; or

in the reasonable opinion of either Party, there has occurred a material adverse change in the

business, financial or trading position of one of the Parties; or

either Party becomes insolvent or has any winding-up, receivership or administrative order made in respect of it, or makes or seeks to make any arrangement with its creditors or passes a resolution for its winding-up or a petition is presented for its winding-up or administration; or

either Party considers its name or reputation likely to be prejudiced by this agreement continuing.

Where this agreement is terminated without cause or not renewed then the Company will continue to record Qualifying Revenue received from any Referred Customers for 1 month from the date of introduction of the Referred Customer, and the Company will continue to pay any commission on such remitted Qualifying Revenue. The Company will not pay any commission on any business relation referred to the Company after the termination date.

Where this agreement is terminated with cause, then the Company will honour and pay any commission that has accrued but remains unpaid on the termination date. On the termination date a final commission summary will be sent to the Affiliate and the payment will be made in accordance with this agreement. No further commission payments will be made for any revenue generated from any existing Referred Customer or any business relation referred to the Company after the termination date.

17 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18 SEVERANCE

If any provision of this agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this agreement will remain in full force and effect and will not in any way be impaired.

If any provision of this agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

19 GOVERNING LAW

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This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and interpreted in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this variation agreement or its subject matter or formation.

We agree to the above.

Signed by for and on behalf of **{your company name}**

We agree to the above.

Signed by **{affiliate director}** for and on behalf of **{affiliate company name}**

Date: