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REFER EMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> [a <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of] <<insert Address>> (“the C
- (2) <<Name of Referral Partne ed in <<Country of Registration>> under number <<Company whose registered office is at] **OR** [of] <<insert Address>> (“t

WHEREAS:

- (1) This Agreement applies t s participation in the Company’s <<insert name>> Referral R Referral Partner Programme”).
- (2) The Company operates t website at <<insert URL>> (“the Company Website”) for the s goods and services to its users.
- (3) The Referral Partner ope at <<insert URL>> (“the Referral Partner Website”) for the p ods and services to its users.
- (4) The Referral Partner wish al Partner Programme, subject to the terms and conditions of shall include one or more Referral Partner Link Pages on the site which shall link to a Referral Partner Landing Page on th

IT IS AGREED as follows:

- 1. **Definitions and Interpretat** otherwise requires, the following
 - 1.1 In this Agreement expressions have th

“Commission” on payable by the Company to the Completed Sales, as set out in

“Completed Sale” d purchase of goods and/or sale on the Company Website by a erred User who has clicked e Company Website from a Page and that purchase has ng a single browser session;

“Confidential Informatio either Party, information which is y by the other Party pursuant to this Agreement (whether orally or r medium, and whether or not the sly stated to be confidential or

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“Effective Date”

is Agreement, as described in

“Net Revenue”

each Completed Sale, the gross
the Company, exclusive of VAT
ter the deduction of any rebate,
other adjustment granted or
to that Completed Sale, and any
ment or other charges (including
paid or payable by the Company
her than the Referral Partner) in
leted Sale;

“Referral Partner Landing
Page”

on the Company Website that the
op and that will be co-branded
tner’s branding and the
;

“Referral Partner Link
Page”

on the Referral Partner Website
tly to a Referral Partner Landing
ny Website; and

“Referral Partner Referr
User”

as clicked through to the
om a Referral Partner Link Page;

1.2 Unless the context o

reference in this Agreement to:

1.2.1 “writing”, an
communicat
similar mean

tion, includes a reference to any
nic or facsimile transmission or

1.2.2 a statute or
provision as

e is a reference to that statute or
at the relevant time;

1.2.3 “this Agree
Schedules a

this Agreement and each of the
nted at the relevant time;

1.2.4 a Schedule i

ement;

1.2.5 a Clause or
and

e to a Clause of this Agreement;

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used
no effect upon the i

r convenience only and shall have
ement.

1.4 Words imparting the

clude the plural and vice versa.

1.5 References to any g

other gender.

1.6 References to perso

tions.

2. **Enrolment in the Referral**

2.1 By entering into thi
Referral Partner P
Agreement.

ral Partner agrees to enrol in the
he terms and conditions of this

2.2 The date of this Agr

ective Date.

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2.3 This Agreement shall not restrict or prevent the Company from entering into different arrangements with third parties.

and shall not restrict or prevent the Company from entering into different arrangements with third parties.

3. The Company's Obligations

3.1 The Company shall be responsible for operating and maintaining the Company Website.

The Company shall be responsible for operating and maintaining the Company Website.

3.2 The Company shall be responsible to maintain the Referral Partner Landing Page.

The Company shall be responsible to maintain the Referral Partner Landing Page.

3.3 The Company shall be responsible to provide the Referral Partner's logo and other materials provided by the Referral Partner, but not limited to, <<insert brief description>>) on the Referral Partner Landing Page solely for the purposes of this Agreement [and any other materials provided by the Referral Partner].

The Company shall be responsible to provide the Referral Partner's logo and other materials provided by the Referral Partner, but not limited to, <<insert brief description>>) on the Referral Partner Landing Page solely for the purposes of this Agreement [and any other materials provided by the Referral Partner].

3.4 The Company shall be responsible to link to the Referral Partner's logo and other materials provided by the Referral Partner for the link and [and any other materials provided by the Referral Partner] applied.

The Company shall be responsible to link to the Referral Partner's logo and other materials provided by the Referral Partner for the link and [and any other materials provided by the Referral Partner] applied.

3.5 Access to the Company Website shall be provided to all Referral Partner Referred Users in accordance with the Company's standard website terms of use, terms of sale, and policies which may apply.

Access to the Company Website shall be provided to all Referral Partner Referred Users in accordance with the Company's standard website terms of use, terms of sale, and policies which may apply.

3.6 The Company reserves the right to remove the name of the Company Website at any time without notice.

The Company reserves the right to remove the name of the Company Website at any time without notice.

4. Referral Partner's Obligations

4.1 The Referral Partner shall be responsible to promote the Company's goods and services via the Referral Partner Website to a maximum number of users.

The Referral Partner shall be responsible to promote the Company's goods and services via the Referral Partner Website to a maximum number of users.

4.2 The Referral Partner shall be responsible to maintain the Referral Partner Website in accordance with the materials set out in sub-Clause 5.2.

The Referral Partner shall be responsible to maintain the Referral Partner Website in accordance with the materials set out in sub-Clause 5.2.

4.3 The Referral Partner shall be responsible to ensure the Referral Partner Website's operation required for the Referral Partner's performance of its obligations under this Agreement.

The Referral Partner shall be responsible to ensure the Referral Partner Website's operation required for the Referral Partner's performance of its obligations under this Agreement.

4.4 The Referral Partner shall be responsible to provide the Referral Partner with access to any and all information which may be required by the Company in relation to the Referral Partner's performance of its obligations under this Agreement.

The Referral Partner shall be responsible to provide the Referral Partner with access to any and all information which may be required by the Company in relation to the Referral Partner's performance of its obligations under this Agreement.

4.5 The Referral Partner shall be responsible to ensure the Referral Partner Website complies with applicable laws and regulations with respect to its business operations.

The Referral Partner shall be responsible to ensure the Referral Partner Website complies with applicable laws and regulations with respect to its business operations.

4.6 In the event of any breach of the Referral Partner's obligations under this Agreement, the Company shall have the right to proportionately adjust the Referral Partner's performance of its own obligations under this Agreement as necessary.

In the event of any breach of the Referral Partner's obligations under this Agreement, the Company shall have the right to proportionately adjust the Referral Partner's performance of its own obligations under this Agreement as necessary.

4.7 The Referral Partner shall be responsible to ensure the Referral Partner Website is not used to legally bind the Company with respect to Referral Partner's performance of its obligations under this Agreement, other users, or any other party. The Referral Partner shall be responsible to ensure the Referral Partner Website is not used to legally bind the Company for any purpose other than the Referral Partner's performance of its obligations under this Agreement.

The Referral Partner shall be responsible to ensure the Referral Partner Website is not used to legally bind the Company with respect to Referral Partner's performance of its obligations under this Agreement, other users, or any other party. The Referral Partner shall be responsible to ensure the Referral Partner Website is not used to legally bind the Company for any purpose other than the Referral Partner's performance of its obligations under this Agreement.

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purposes. The Referral Partner shall not make any representation or commitment about the quality of any, the Company Website, or the Company's goods and services.

not make any representation or commitment about the quality of any, the Company Website, or the Company's goods and services.

5. **The Referral Partner Website**

5.1 The Referral Partner shall be responsible for operating and maintaining the Referral Partner Website. The Referral Partner shall be limited to, the proper operation and maintenance of all links on the Referral Partner Website.

for operating and maintaining the Referral Partner Website. The Referral Partner shall be limited to, the proper operation and maintenance of all links on the Referral Partner Website.

5.2 The Referral Partner shall, within <<insert period>> of the Effective Date] OR [promptly, following the Effective Date, submit the following materials to the Company:

<<insert period>> of the Effective Date] OR [promptly, following the Effective Date, submit the following materials to the Company:

5.2.1 Images for the Referral Partner Landing Page (including, but not limited to the Referral Partner logo);

Referral Partner Landing Page (including, but not limited to the Referral Partner logo);

5.2.2 [Copy for inclusion on the Referral Partner Landing Page;]

[Copy for inclusion on the Referral Partner Landing Page;]

5.2.3 Designs and graphics for the Referral Partner Link Page(s) for the Company's website;

Referral Partner Link Page(s) for the Company's website;

5.2.4 Changes to the Referral Partner Link Page(s) made following the Effective Date, for the Company's website;

for its Referral Partner Link Page(s) made following the Effective Date, for the Company, as applicable, for the Referral Partner Link Page(s);

5.2.5 <<insert additional materials to be submitted>>.

<<insert additional materials to be submitted>>.

6. **Referral Partner Reports**

Within <<insert period>> after the end of each calendar month, the Company shall provide to the Referral Partner the following data for that calendar month:

calendar month, the Company shall provide to the Referral Partner the following data for that calendar month:

6.1 The total number of Referral Partner Link Page(s) on the Company Website from the Referral Partner;

Company Website from the Referral Partner;

6.2 The number of Referral Partner Users who have registered on the Company Website;

Users who have registered on the Company Website;

6.3 The number of Completed Sales for the Referral Partner as reported on the Referral Partner Report.

a statement of the sums due to the Referral Partner as reported on the Referral Partner Report.

7. **Commission and Payment**

7.1 The Company shall pay the Referral Partner Commission at the rates set out in sub-Clause 7.2 for each Completed Sale.

Referral Partner Commission at the rates set out in sub-Clause 7.2 for each Completed Sale.

7.2 Commission shall be paid on a calendar month basis on the following basis:

following basis:

Completed Sales	Rate of Commission
One to <<insert number>>	<<insert percentage>>%
<<insert number>> to <<insert number>> calendar month	<<insert percentage>>%
<<insert additional tiers as applicable>>	<<insert additional tiers as applicable>>

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required>>

- 7.3 Commission shall be based on net receipts, not on an accruals basis. If the Company does not receive net receipts, the Commission shall be paid on a Completed Sale, no later than 30 calendar days after the date of the sale.
- 7.4 All sums payable shall be paid in addition to any sums payable under the Referral Partner Agreement.
- 7.5 The Referral Partner shall provide the Company with its contact details or address details complete any and all other applicable public law or other applicable public law Agreement.
- 7.6 The report specified in the Referral Partner Agreement shall be due from the Company for the calendar month to which the report applies. The Referral Partner shall submit the report within 30 calendar days of the end of the calendar month.
- 7.7 In the event of any receipt of a sum of money from a third party on behalf of the Company's, the Referral Partner shall be responsible for the repayment of any related sums.

l receipts, not on an accruals basis. If the Company does not receive net receipts, the Commission shall be paid on a Completed Sale, no later than 30 calendar days after the date of the sale.

f VAT is chargeable, it shall be paid in addition to any sums payable under the Referral Partner Agreement.

the Company if its contact details or address details complete any and all other applicable public law or other applicable public law Agreement.

include a statement of the sums due from the Company for the calendar month to which the report applies. The Referral Partner shall submit the report within 30 calendar days of the end of the calendar month.

son including, but not limited to any receipt of a sum of money from a third party on behalf of the Company's, the Referral Partner shall be responsible for the repayment of any related sums.

8. Intellectual Property Rights

- 8.1 The Company hereby grants to the Referral Partner a non-exclusive, non-transferable, royalty free licence to use the Company's trade marks and any other materials and all other materials and all other materials to the extent required to establish the Referral Partner Link Pages, to the Company Website and to the Referral Partner's obligations under this Agreement.
- 8.2 The Referral Partner hereby grants to the Company a non-exclusive, non-transferable, royalty free licence to use the Referral Partner's trade marks and any and all other materials and all other materials to the extent required to operate the Referral Partner Programme and to the Company's obligations under this Agreement.
- 8.3 The Referral Partner hereby grants to the Company a non-exclusive, non-transferable, royalty free licence to use the Referral Partner's trade marks and any and all other materials and all other materials to the extent required to operate the Referral Partner Programme and to the Company's obligations under this Agreement.
- 8.4 The Company acknowledges that the Referral Partner (and its licensors, as applicable) owns all intellectual property rights in the Referral Partner Website and any other materials and all other materials as expressly stated herein. The Company shall not grant the Referral Partner any copyright, patent, database rights, trade marks (registered or unregistered), trade names, trade secrets, or any other rights or licences belonging to the Referral Partner.

Partner a non-exclusive, non-transferable, royalty free licence to use the Company's trade marks and any other materials and all other materials to the extent required to establish the Referral Partner Link Pages, to the Company Website and to the Referral Partner's obligations under this Agreement.

company a non-exclusive, non-transferable, royalty free licence to use the Referral Partner's trade marks and any and all other materials and all other materials to the extent required to operate the Referral Partner Programme and to the Company's obligations under this Agreement.

ees that the Company (and its licensors, as applicable) owns all intellectual property rights in the Company Website and any other materials and all other materials as expressly stated herein. This Agreement shall not grant the Referral Partner any copyright, patent, database rights, trade marks (registered or unregistered), trade names, trade secrets, or any other rights or licences belonging to the Referral Partner.

at the Referral Partner (and its licensors, as applicable) owns all intellectual property rights in the Referral Partner Website and any other materials and all other materials as expressly stated herein. The Company shall not grant the Referral Partner any copyright, patent, database rights, trade marks (registered or unregistered), trade names, trade secrets, or any other rights or licences belonging to the Referral Partner.

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9. Confidentiality

- 9.1 Except as provided in Clause 9.2, each Party shall ensure that Confidential Information is not disclosed or made available to any third party, and [for <<insert party name>>] the confidentiality of Confidential Information shall be maintained for the entire duration of the continuance of this Agreement and its expiry or termination:
 - 9.1.1 keep Confidential Information confidential;
 - 9.1.2 not disclose Confidential Information to any other party;
 - 9.1.3 not use Confidential Information for any purpose other than as contemplated in this Agreement;
 - 9.1.4 not make Confidential Information available in any way or part with possession of Confidential Information;
 - 9.1.5 ensure that Confidential Information is not disclosed by any officers, employees, agents, subcontractors or contractors of the Party, which, if done by that Party, would constitute a breach of Clauses 9.1.1 to 9.1.4 above.

- 9.2 Either Party may:
 - 9.2.1 disclose Confidential Information to:
 - a) any sub-contractor of the Party;
 - b) any governmental authority or regulatory body; or
 - c) any employee or officer of any of the aforementioned persons, parties or entities, or to such extent as may be necessary for the purposes contemplated by law. In each case that Party shall first inform the other Party in writing in question that the Confidential Information is to be disclosed (except where the disclosure is to any governmental authority or any employee or officer of any of the aforementioned persons or any employee or officer of any of the aforementioned persons) and to the other Party a written undertaking to the other Party in question. Such undertaking shall be in the terms of this Clause 9, to ensure that Confidential Information is kept confidential and to use it only for the purposes for which it is disclosed; and
 - 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person or entity, if it is at the date of this Agreement, already in the public domain, or has become public knowledge through no fault of that Party, or if it is already in public knowledge, that Party must not disclose Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 9 shall remain in force in accordance with their terms, notwithstanding the expiry of this Agreement for any reason.

10. Data Protection

- 10.1 Each Party shall at its own expense, ensure that it complies with the requirements of applicable regulatory requirements in force from time to time in relation to the use of personal data, and shall assist the other Party in complying with the same.
- 10.2 The legislation and regulations referred to in sub-Clause 10.1 include, but are not limited to, the GDPR (the retained EU law version of

death or personal
directors, officers,
fraudulent misrep
above in Clause 1
unlawful to exclude

gligence or the negligence of its
-contractors or advisers; fraud or
the indemnity provisions set out
er in respect of which it would be

13. Term and Termination

13.1 This Agreement shall
for an agreed Term
of this Clause 13.

Effective Date and shall continue
that date, subject to the provisions

13.2 Either Party shall h
notice period>> writ
Term specified in
Agreement has bee

by giving not less than <<insert
> any time prior to the expiry of the
> any further period for which this
> is Agreement for a further period.

13.3 The Company may
discontinues or w
Programme. The C
Referral Partner v
termination shall be

ment on notice at any time if it
(in part) the Referral Partner
reasonable endeavours to provide the
is reasonably possible. Such
the Referral Partner.

13.4 [Either Party may te
<<insert notice per
<<insert minimum T

by giving to the other not less than
to expire on or at any time after

13.5 Without prejudice to
entitled, either Par
other) if:

edies to which either Party may be
agreement (without liability to the

13.5.1 any sum ov
provisions of
due date for

the other Party under any of the
aid within <<insert period>> of the

13.5.2 the other P
provisions of
fails to rem
notice givin
remedied;

or material breach of any of the
the breach is capable of remedy,
> period>> after being given written
the breach and requiring it to be

13.5.3 an encumb
company, a
that other Pa

, or where the other Party is a
of any of the property or assets of

13.5.4 the other Pa
being a com
the meaning

arrangement with its creditors or,
to an administration order (within
86);

13.5.5 the other Pa
made again
the purposes
a manner th
bound by or
this Agreem

or firm, has a bankruptcy order
, goes into liquidation (except for
tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

13.5.6 anything an
jurisdiction o

foregoing under the law of any
her Party;

13.5.7 the other Pa

to cease, to carry on business; or

S

13.5.8 control of the
persons not
Agreement.
“connected
Sections 112

ed by any person or connected
other Party on the date of this
this Clause 13, “control” and
e meanings ascribed thereto by
of the Corporation Tax Act 2010.

13.6 For the purposes of
of remedy if the Par
respects.

each shall be considered capable
with the provision in question in all

13.7 The rights to termin
remedy of either Pa
breach.

ll not prejudice any other right or
ch concerned (if any) or any other

14. Effects of Termination

Upon the termination of this

on:

14.1 any sum owing by e
Agreement shall be

under any of the provisions of this
nd payable;

14.2 all licences and b
immediately;

this Agreement shall terminate

14.3 each Party shall ret
as requested) and
items (and any and

r destroy or otherwise dispose of,
any materials, property, or other
ging to the other Party;

14.4 each Party shall (e
cease to use, eithe
shall immediately re
control which conta

ferred to in Clause 9) immediately
any Confidential Information, and
ny documents in its possession or
tial Information;

14.5 all Clauses which, e
the expiry or termin
and

ir nature, relate to the period after
shall remain in full force and effect;

14.6 termination shall no
which the terminati
termination or any
may have in respect
the date of terminat

right to damages or other remedy
pect of the event giving rise to the
or other remedy which any Party
greement which exist at or before

15. Force Majeure

15.1 Neither Party shall
obligations under th
cause that is beyon

ure or delay in performing their
h failure or delay results from any
of that Party.

15.2 [In the event that
Agreement as a re
<<insert period>>,
Agreement by <<ins

orm their obligations under this
or a continuous period exceeding
at its discretion terminate this
ce at the end of that period.]

16. No Waiver

No failure or delay by eithe
shall be deemed to be a wa

of its rights under this Agreement
waiver by either Party of a breach

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of any provision of this Agreement in the event of a breach of the same or any

to be a waiver of any subsequent

17. **Further Assurance**

Each Party shall execute and deliver such deeds, documents, and things as may be necessary to carry out the terms of this Agreement into full force and effect.

deeds, documents, and things as may be necessary to carry out the terms of this Agreement into full force and effect.

18. **Costs**

Subject to any provisions incidental to the negotiation of this Agreement.

Party shall pay its own costs of and charges incurred in, and carrying into effect of this Agreement.

19. **Assignment and Other Deeds**

19.1 The Referral Partner shall not mortgage, charge (otherwise than by way of a floating charge), decharge, or otherwise delegate any of its rights under this Agreement or otherwise delegate any of its obligations hereunder without the prior written consent not to be unreasonably withheld.

mortgage, charge (otherwise than by way of a floating charge), decharge, or otherwise delegate any of its rights under this Agreement or otherwise delegate any of its obligations hereunder without the prior written consent of the Company, such consent not to be unreasonably withheld.

19.2 The Company may not mortgage, charge, declare a trust over, or subrogate its rights under this Agreement, or subrogate its obligations hereunder.

charge, declare a trust over, or subrogate its rights under this Agreement, or subrogate its obligations hereunder.

20. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.

21. **Third Party Rights**

No part of this Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

No part of this Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22. **Notices**

22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been given:

given:

22.2.1 when delivered to the recipient by hand or other messenger (including a registered messenger) during business hours of the recipient; or

by hand or other messenger (including a registered messenger) during business hours of the recipient; or

22.2.2 when sent, by post, e-mail and a successful transmission is generated; or

by post, e-mail and a successful transmission is generated; or

22.2.3 on the fifth business day after the date of posting by ordinary mail.

by ordinary mailing, if mailed by national

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22.2.4 on the tent
postage pre

In each case notice
address, or facsimil

ng mailing, if mailed by airmail,

to the most recent address, e-mail
other Party.

23. Entire Agreement

23.1 This Agreement co
respect to its subject
in writing signed by

reement between the Parties with
modified except by an instrument
representatives of the Parties.

23.2 Each Party shall ac
rely on any repres
provided in this Ag
implied by statute o
by law.

ng into this Agreement, it does not
other provision except as expressly
itions, warranties or other terms
ded to the fullest extent permitted

24. Severance

In the event that one or
unlawful, invalid, or othe
deemed severed from the
Agreement shall be valid a

of this Agreement is found to be
at / those provision(s) shall be
reement. The remainder of this

25. Law and Jurisdiction

25.1 This Agreement (inc
therefrom or assoc
accordance with, th

ual matters and obligations arising
e governed by, and construed in
ales.

25.2 Any dispute, contro
this Agreement (inc
therefrom or associ
of England and Wa

aim between the Parties relating to
ual matters and obligations arising
within the jurisdiction of the courts

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SIGNED for and on behalf of the C
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the F
<<Name and Title of person signing>>

Authorised Signature

Date: _____

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