

PARTNER REFERRAL AGREEMENT





1. PARTNER AGREEMENT

This Partner Sales Agreement is made and entered into as of the date of grant set forth below.
Between:

R KIRK CONSULTANCY LTD T/A PAYSTEP, registered under the laws of England and Wales under company number **11339537** and whose registered address is 25 Hollybush Green, Collingham, England, LS22 5BE

and

XXXXXXXX, of **XX** under company number **XXXXXXXX**.

Each the Company and the Agent shall be referred to as “Party” and collectively “Parties”. This agreement outlines the terms under which Partnership shall be eligible to receive commissions from Company and is effective from **XX/XX/XXXX**.

Whereas, this Agreement shall not create a joint venture, agency, employee or similar relationship between the Company and the Commission Agent. The Commission Agent shall be an independent commission agent.

2. APPLICABLE LAW

- 2.1 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.
- 2.2 Any and all disputes arising out of or relating to the performance of the services contracted for under this Agreement shall be settled by arbitration in accordance with the arbitration agreement entered into between the Commissions Agent and R Kirk Consultancy Limited.
- 2.3 Such arbitration shall be final and binding upon the parties and shall be the sole and exclusive remedy of the parties with respect to any dispute arising out of, relating to or resulting from the interpretation of the terms of this Agreement or breach thereof.

3. TERMS OF AGREEMENT

- 3.1 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 3.2 This Agreement shall continue in effect from the above date until date of expiration and/or termination (as detailed below).
- 3.3 The Commission Agent shall at all times maintain an applicable license registration under the Information Commissioner’s Office (ICO) or the equivalent license for the applicable country of residence.
- 3.4 The Commission Agent shall not assign the benefit of this agreement or sub-contract these obligations under this agreement without the consent in writing of the Company.
- 3.5 The Company will provide in writing to the Commission Agent with at least 30 days’ notice any intention to assign or sub-contract its obligations under this agreement. The Commission Agent will have the option to serve notice to terminate the agreement in this instance if it wishes.
- 3.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement. The construction,

validity and performance of this Agreement shall be governed in all respect by English law and the Parties hereby submit to the exclusive jurisdiction of the English law.

- 3.7 Commission Agent may coordinate all sales activities with the Service Department to accomplish seamless contact with the customer.
- 3.8 Commission Agent may submit paperwork for each sale to the Service Department via email or in person.
- 3.9 Commission Agent also agrees to adhere to any written policy and procedures, including those set forth in the Company; provided that such policy was provided in advance.

4. PARTNER CLASSIFICATION

- 4.1 The Commission Agent will be a sales partner.
- 4.2 The Commission Agent shall not unless specified in writing, advertise or market the services provided by R Kirk Consultancy Limited in any way.

5. CONFIDENTIALITY

- 5.1 Each Party undertakes to keep the other Party's business secrets including but not limited to customer, supplier, logistical, financial, research and development information confidential and may not disclose them to any third party during and after termination of the Selling Rights.

6. PAYMENT OF SALES COMMISSION

- 6.1 In respect of any merchant(s) introduced by the Commissions Agent, the Company shall pay to the Commission Agent a sales commission equal to **XX%** of the Net Revenue.
- 6.2 Commission payments shall be made to the Commission Agent no later than 30 days after receiving invoice(s) from Commission Agent, representing revenues received by the Company in the prior month.
- 6.3 The commission value shall exclude: taxes and any other charges paid by customer.

7. TERMINATION

- 7.1 If the Company business shuts down the Agreement is terminated.
- 7.2 The Commission Agent will have the option to serve notice to terminate the agreement if the Company wishes to assign or sub contract its obligations under this agreement.
- 7.3 Each Party may terminate this Agreement for no or any reason, such as breach of contract, misconduct, or unforeseen business conditions, by providing 30-day written notice to the other Party.
- 7.4 For the avoidance of doubt, payments of the Sales Commission shall survive termination of this Agreement unless the Agreement has been terminated due to the Commission Agent's breach of this Agreement.

8. GENERAL PROVISIONS

- 8.1 The parties agree that the Agreement constitutes the entire agreement between them, and supersedes all other prior agreements, arrangements, understandings or representations between them, whether oral or written.

- 8.2 Any delay or failure by either party to enforce any of its rights shall not be construed as a waiver thereof.
- 8.3 Entire Agreement. The Agreement supersedes all other agreements, either oral or written, between the parties to this Agreement, with respect to the obligations contained herein and contains all of the covenants and agreements between the parties with respect to such agreement.
- 8.4 Any notice which has to be given under this Agreement, must be posted by first class mail or sent by email or facsimile to the address of the other Party set out in the Client Details Schedule, or any other address or number given after the Agreement has been signed. Any notice sent in this way will be treated as being given 48 hours after the time it was posted or four hours after it was faxed or emailed. Either Party will only have to show proof of postage or sending to prove notice was given.

R KIRK CONSULTANCY LTD

SIGNED BY: _____

DATE: _____

POSITION: _____

XXXXXXXXXXXXXXXXXXXX

SIGNED BY: _____

DATE: _____

POSITION: _____