

# Referral Partner Agreement

(Cover Page)

This Partner Agreement, consisting of this Cover Page and the attached Business Terms (collectively, this “Agreement”), is made and entered into by and between Just Add Tech and Partner (each, as defined below). The Agreement shall become binding once Partner clicks through the Agreement in the manner provided by Just Add Tech (the “Effective Date”). Just Add Tech and Partner are sometimes referred to as a "Party", and together as the "Parties".

As used in this Agreement, the following terms shall have the meanings set forth below:

Just Add Tech:	Partner:
“Just Add Tech” means Just Add Tech Ltd, a private limited company registered in England and Wales	“Partner” or “You” means the person or company (including Company Name and other information) detailed in the Form submitted to Just Add Tech
Just Add Tech Headquarters and Notice Address:	Partner Information:
Unit 2 Dominion Centre, Elliott Road, Bournemouth, BH11 8JR  For legal notices, provide copies to: Just Add Tech Ltd; <a href="mailto:hello@justaddtech.co.uk">hello@justaddtech.co.uk</a>	“Partner Information” means the information provided by Partner in the Form.

## BUSINESS TERMS

### Background

Partner wishes to promote, market and advertise the Just Add Tech Service to potential Just Add Tech customers ("Referrals") through its website(s) and other marketing channels, in accordance with Just Add Tech's Partner Program ("Program") detailed in this Agreement.

### Agreement

The Parties agree as follows:

1. LICENSE.
  - 1.1. Subject to this Agreement and its terms, Just Add Tech hereby grants to Partner a free, non-exclusive, non-transferable and revocable license ("License") to market and distribute the Just Add Tech Service to Referrals, and to use the Just Add Tech trademarks, logos and URLs provided by Just Add Tech and listed in Exhibit A ("Licensed Marks," as may be amended by Just Add Tech from time to time), and associated materials, language or code for the sole purpose of promoting the Just Add Tech Service (collectively, "Marketing Materials").
2. PROGRAM COMMITMENTS.
  - 2.1. To participate in the Program, Partner must complete the online application for participation in the Program found on Just Add Tech's website ("Site") and enter this Agreement. Just Add Tech may accept or reject any application at its sole discretion.
  - 2.2. Legal Agreements. As part of its participation in the Program and in acting as Just Add Tech's Partner, Partner hereby agrees and consents to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules set by Just Add Tech from time to time, in its reasonable discretion, in connection with Partner's ongoing participation in the Program and promotion of the Just Add Tech Service to Referrals. In all its activities under this Agreement, and specifically such activities relating to Partner's promotion of the Just Add Tech Service, Partner shall cooperate with Just Add Tech and act in good faith. In entering this Agreement, Partner further recognizes and accepts the terms and rules set in Just Add Tech's Privacy Policy ("Privacy Policy," found [here](#)), as applicable to Just Add Tech's provision of the Just Add Tech Service to Referrals, and particularly regarding Partner's adherence to the Privacy Policy in all matters involving privacy of Referrals' information.
  - 2.3. Promotion, Referral Activities: Partner agrees to engage in continued, active promotion of the Just Add Tech Service in various marketing channels using the Licensed Marks and Marketing Materials, and to do so in compliance with the terms of this Agreement.
  - 2.4. Prohibited Activities, Partner agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Just Add Tech's sole discretion. Partner agrees not to send unsolicited

electronic messages to multiple unrelated recipients (“Spamming”) in promoting the Just Add Tech Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.

2.5. Permissible Use of Just Add Tech Marks.

1. Partner expressly agrees to comply with all the terms herein (particularly Section 5.3) in using the Licensed Marks and in creating Marketing Materials.
  2. Through the Guidelines and otherwise, Just Add Tech shall provide specifications and other instructions from time to time as to Partner’s permissible use of the Licensed Marks in creating Marketing Materials and promoting the Just Add Tech Service. Partner further agrees to comply with all such specifications and instructions.
  3. Partner shall ensure that all Licensed Marks appearing on its Marketing Materials are in the form approved by Just Add Tech in the Guidelines or otherwise, shall not modify any Just Add Tech Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Just Add Tech, and shall further comply with reasonable instructions from Just Add Tech as to the form, content and display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by Just Add Tech, the license granted herein shall expire and Partner shall immediately cease all its activities under this Agreement.
- f. Liabilities. Partner shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of Partner’s operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Just Add Tech Mark violates a third party’s trademark rights, Just Add Tech is not responsible for the development, operation or content of Partner’s Marketing Materials and Partner agrees to defend, indemnify and hold Just Add Tech harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of Partner’s Marketing Materials.
- g. Customer Relations. During and after the Term, Just Add Tech shall be the exclusive owner of all relations created via Partner among Just Add Tech and Referrals with respect to the Just Add Tech Service, including any and all information identifying Referrals who contract with Just Add Tech for the use of the Just Add Tech Service. The Privacy Policy, and Just Add Tech’s rules and procedures for the Just Add Tech Service will apply to these Referrals and may be changed by Just Add Tech without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with Just Add Tech under the Master Agreement.

3. QUALIFIED REFERRALS, COMMISSIONS.

- . “Qualified Referrals” mean Referrals (a) referred by Partner to Just Add Tech and who complete the sign-up procedure in accordance with the procedure described in Section 3.2 below; (b) of whom Just Add Tech has no record in connection with the Just Add Tech Service, or who are not, at the time referred to Just Add Tech by Partner, in any contractual relations or ongoing negotiations with Just Add Tech in connection with the Just Add Tech Service; (c) who acquire within one hundred (100) days of being referred to Just Add Tech by Partner, at a Referral’s own discretion and without receiving any monetary or other incentive from Partner. All Referrals will be deemed rejected by Just Add Tech if they do not become a Qualified Referral within one hundred (100) days of first being submitted to Just Add Tech by Partner. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the one hundred (100) day time limit for a particular Referral.
- a. Referral Procedure. Each Referral shall be referred to Just Add Tech by Partner through an online form provided by Just Add Tech to Partner, which Partner shall fully complete and submit to Just Add Tech (“Referral Form”). Upon receiving each Referral Form, Just Add Tech shall send an email to the Partner, detailing the steps to be taken towards registration to receive the Just Add Tech Service and become a Qualified Referral. Just Add Tech shall be responsible for the sales process to all Referrals, subject to the Parties’ continued good-faith cooperation in promoting the sales process to Referral.
- b. Commissions.
  - . Responsibilities. Just Add Tech shall collect all fees from Referrals for the Just Add Tech Service directly from Referrals.
  - i. Referral Fees. Upon a Referral becoming a paying customer, Just Add Tech shall pay Partner referral fees quarterly in arrears at the applicable percentage of the fees listed on Exhibit B (“Referral Fee Percentage”) (excluding any discounts) payable by the customer. The Referral Fee Percentage is on a cumulative basis per calendar quarter. Such Referral Fees shall become payable and be paid to Partner within thirty (30) days of the end of the calendar quarter in which Fees attributed to such Qualified Referrals are paid to Just Add Tech. For each Qualified Referral, Referral Fees to Partner shall be capped at the amounts listed on Exhibit B for the applicable Referral Fee Percentages (“Maximum Payment”).
  - ii. Associated charges. Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and Partner shall indemnify, defend and hold Just Add Tech harmless from and against any claims arising out or relating to all charges emanating from Just Add Tech’s payment of Referral Fees.

#### 4. TERM AND TERMINATION.

- . Initial Term. This Agreement shall become effective as of the Effective Date and shall continue until terminated by either party or unless Just Add Tech rejects Partner’s application to participate in the Program.
- a. A Partner may give written notice of termination to the other Party at least thirty (30) days prior to the termination date.
- b. Early Termination.

- . Without Cause. Just Add Tech shall have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days' prior written notice to Partner.
- i. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days' opportunity for the breaching Party to cure such breach.
- c. Effect of Termination. From and following the date of termination of this Agreement Partner's rights under this Agreement shall terminate, and Partner shall not be entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

## 5. GENERAL.

- . Modification of Agreement. Just Add Tech may modify this Agreement from time-to-time at its reasonable discretion by posting a change on the Site or notifying Partner via email. If Partner objects to any such change, Partner may terminate this Agreement for cause. Partner's continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.
- a. Assignment. Just Add Tech may assign this Agreement at any time. Partner may not assign or transfer this Agreement without Just Add Tech's prior written consent, such consent not to be unreasonably withheld.
- b. Intellectual Property Rights. All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in Just Add Tech Marks, the Just Add Tech Service and related content and technology around the world ("Just Add Tech IP Rights") are and will remain the exclusive property of Just Add Tech and its subsidiary companies. The License granted by Just Add Tech to Partner under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. Partner's right to use the Licensed Marks is at the discretion of Just Add Tech and is subject to Partner's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Partner agrees to (a) not use any Just Add Tech IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Just Add Tech IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any Just Add Tech IP Rights; (d) promptly notify Just Add Tech of any unauthorized use of any Just Add Tech IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other Just Add Tech Marks in compliance with the Guidelines. Just Add Tech may perform periodic reviews of any Marketing Materials presented by Partner and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Partner.
- c. No Waiver. Either Party's failure to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this Agreement.
- d. Limited Warranty. Both Parties warrant that at all times during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Master Agreement, Privacy Policy and Guidelines. During the Term and after termination of this Agreement for any

reason whatsoever, Partner expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of Just Add Tech and will not make, publish or allow to be made or published any disparaging remarks concerning Just Add Tech, its representatives, or the Just Add Tech Service.

- e. Disclaimer of Warranty. Other than Just Add Tech's express warranty under the previous subsection 5.5, Just Add Tech makes no other warranty, express or implied, of any kind and Just Add Tech expressly disclaims any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this Agreement.
- f. LIMITATION OF LIABILITY. NEITHER JUST ADD TECH NOR ANY OFFICER, EMPLOYEE, DIRECTOR OR ANY OTHER REPRESENTATIVE OF JUST ADD TECH SHALL BE LIABLE TOWARDS PARTNER OR TOWARDS ANY THIRD PARTY, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS TERMINATION, IN CONTRACT, PRE-CONTRACT, TORT OR OTHERWISE FOR (A) ANY ECONOMIC LOSS (INCLUDING LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR (B) ANY LOSS OF GOODWILL OR REPUTATION. SUCH LOSSES INCLUDE, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, STATUTORY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES AS WELL AS ANY LOSSES OR DAMAGES CAUSED BY INTERRUPTION OF OPERATIONS. NOTWITHSTANDING ANY OTHER CIRCUMSTANCES OR UNDERSTANDINGS SURROUNDING ANY RELATIONS AMONG THE PARTIES, JUST ADD TECH'S ENTIRE LIABILITY TO PARTNER UNDER THIS AGREEMENT SHALL NOT EXCEED \$100 U.S. FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND MADE BY PARTNER UNDER THIS AGREEMENT, AND BY ENTERING THIS AGREEMENT PARTNER RECOGNIZES THE LIMITATIONS HEREIN ON JUST ADD TECH'S LIABILITY.
- g. Independent Contractors. The Parties herein act on their own behalf as independent contractors. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and Partner is expressly precluded from acting on Just Add Tech's behalf. Partner's display of Licensed Marks under this Agreement, other content presented by Partner, or contact among Partner and third parties shall not misrepresent the relations described herein.
- h. Indemnification. Partner will indemnify, defend and hold Just Add Tech and its subsidiaries, affiliates, officers and employees (the "Just Add Tech Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Just Add Tech Indemnified Parties arising from any of the following: (a) a breach of the Agreement by Partner; (b) the negligence, gross negligence or wilful misconduct of Partner or its employees, agents or contractors; or (c) a failure by Partner or its employees, agents, contractors or invitees to comply with the laws and regulations referenced hereinbefore.
- i. Confidential Information and Prohibition on Raiding. Each of the Parties guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the Agreement shall remain confidential. Information shall in any event be considered confidential if related to pricing, discounts, Referrals' information or if designated as confidential by either of the Parties. Neither Party shall for the duration of this Agreement and for one year after termination thereof hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.
- j. Force Majeure. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government,

acts of nature, strikes or riots, as well as improper performance by Just Add Tech's suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.

- k. Entire Agreement; Severability. This Agreement represents the entire agreement among the Parties regarding the subject matter thereof and the Parties' respective obligations and commitments herein. No other documents, or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- l. Anti-Bribery and Export Compliance. Partner agrees not to promote, approach or submit Referrals, or use distribute, transfer, provide, sub-license, share with, or otherwise offer the Service in violation of any Laws or this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, Partner will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, "Export") the Service to any destination, person, entity or end use prohibited or restricted under UK law without prior UK government authorisation.
- m. Non-Disparagement. Partner agrees that it will not disparage Just Add Tech or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect Just Add Tech's reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about Just Add Tech or any its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Just Add Tech refusing to enter into this Agreement.
- n. Parties' Expenses. The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed-upon by the Parties in writing in advance.
- o. Notices. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.
- p. Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the United Kingdom. Prior to initiating any legal action arising under or relating to this Agreement, a Party shall provide the other Party written notice of a dispute and the Parties shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.

## **Exhibit A**

PERMITTED JUST ADD TECH MARKS FOR USE BY PARTNER

1. Logos: Licensed Marks to be provided to Partner by Just Add Tech.
2. Brochures: Licensed Marks to be provided to Partner by Just Add Tech
3. Presentations: Licensed Marks to be provided to Partner by Just Add Tech

## Exhibit B

### Referral Fees

All referral fees are cumulative and paid quarterly in arrears which allows us to collect funds due from clients prior to paying out referral fees. Fees are displayed ex VAT. Partner will provide a valid invoice before referral fees will be paid. VAT will be paid at the applicable rate per your invoice.

Referral Value	Referral %	Max. Referral £
<b>£0-£10,000</b>	20	2000
<b>£10,001-£20,000</b>	15	1500
<b>£20,001-£30,000</b>	10	1000
<b>£30,000+</b>	5	1000

Example:

£35,000 in total received from a partner in Q1  
 $(£2,000 + £1,500 + £1,000 + (£5,000 \times 0.05)) = £4,750$

£25,000 in total received from a partner in Q2  
 $(£25,000 \times 0.05) = £1,250$