

CLEVRY REFERRAL AGREEMENT

PARTIES

Clevry UK Ltd

- incorporated and registered in England and Wales
- with company number 03443538
- whose registered office is at Century House, 15-19 Dyke Road, Brighton, BN1 3FE
- (**“the Principal”**); and

[Referral Partner.Company]

- incorporated and registered in COUNTRY
- with VAT NUMBER
- whose registered office is ADDRESS
- (“The Referral Partner” or **“RP”** or **“The Partner”**).

Individually referred to as a “Party” and collectively referred to as the “Parties”.

PREAMBLE

This Referral Agreement ("Agreement") is entered into between Clevry and the Partner with their physical address mentioned in the header of the agreement. This Agreement outlines the terms and conditions under which Clevry and the Partner will share qualified referrals for potential clients who are looking for services based on their respective expertise and specialty, and the commission structure for both Parties. In the

Appendix 1 parties agree about the self-billing process which is used in the event of any commission payments from Clevry's side.

HAVING BEEN DISCUSSED AND AGREED, THE FOLLOWING HAS BEEN AGREED UPON:

1. [Referral process](#)

- a. Partner agrees to share qualified referrals with Clevry for potential clients who are looking for talent management services based on Clevry's expertise and specialty.
- b. Partner will provide Clevry with relevant information regarding the referred prospects, including contact details, company details and potential client needs.
- c. Clevry agrees to share qualified referrals with the Partner for potential clients who are looking for services based on the Partner's expertise and specialty.
- d. Clevry will provide the Partner with relevant information regarding the referred prospects, including contact details, company details and potential client needs.
- e. A qualified referral lead includes typically the following
 - I. Contact name with relevant information (there should be a direct link to the person to increase the likelihood of response to the outreach)
 - II. The prospect should have an existing need the Party can serve
 - III. The deal is closed within 12 months from receiving the referral

1. [Commission Structure](#)

- a. For every referral the Partner receives from Clevry, Clevry shall be entitled to a commission of 20% of the first annual period of the revenue (ARR) during the Customer Contract.
- b. For every referral that Clevry receives from the Partner, the Partner shall be entitled to a commission of 20% of the first annual period of the revenue (ARR) during the Customer Contract.

1. [Payment Terms](#)

- a. Commission payments will be made promptly following a successful closure of a deal referred by either Party, provided that the following happens:
 - I. The deal is closed within 12 months of receiving the lead.
 - II. An invoice is issued either through self-billing by Clevry or traditionally by the invoicing party indicating the amount due for the respective commission.
 - III. All commission payments will be made in the currency that the deal is made in.
 - IV. Commissions to be paid upon receiving the invoiced amount from the client. For clarity's sake, if the client does not pay the invoiced amount, no commissions are paid.
 - V. Commissions are paid after possible opt-out periods have ended.

1. [Relationship of the Parties](#)

- a. This Agreement does not establish an exclusive relationship between Clevry and the Partner. Both Parties are free to engage with other Parties and pursue business opportunities independently.
- b. The Partner is an independent contractor and is solely responsible for its employees, agents, and any expenses incurred in relation to this Agreement.

1. [Confidentiality](#)

- a. Both Parties agree to keep confidential information shared during this Agreement confidential and not disclose it to third parties without the other Party's express written consent.
- b. Confidential information includes, but is not limited to, business strategies, client lists, financial data, and proprietary technology.

1. [Term and Termination](#)

- a. This Agreement shall endure for a term of one year from the date of its execution, with automatic renewal thereafter unless terminated by either Party

- b. Either Party may terminate this Agreement by providing written notice of termination at least 30 days prior to the desired termination date.

1. [Governing Law and Dispute Resolution](#)

- a. This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in which Principal is registered.
- b. Any disputes arising out of or in connection with this Agreement shall be resolved amicably through good faith negotiations between the Parties.

1. [Entire Agreement](#)

- a. This Agreement constitutes the entire agreement between Principal and the Partner regarding the referral arrangement and supersedes any prior agreements or understandings, whether written or oral.

1. [Limitation of Scope](#)

- a. The commission paid by Principal to the Partner, as outlined in section 2, is specifically related to the license fees or any amount paid by the client for using Clevry platform. It does not include any fees or compensation related to

integration, implementation, training or additional services provided by either the Partner or Clevry.

Signed by
Partnership Account Executive, Sian Jones,
on behalf of the Principal, duly authorized for the
purpose hereof

Signed by [Referral Partner.FirstName] [Referral
Partner.LastName]
[Referral Partner.Title]

on behalf of the Referral Partner, duly authorized
for the purpose hereof

Clevry UK Ltd.

APPENDIX 1

SELF BILLING AGREEMENT

In the subsequent Self-billing Agreement, the term 'VAT Number' refers to either the VAT identification number, or in cases where it's unavailable, to the DUNS or any other locally recognized company identification number.

1. Parties of the Agreement
 - a. Subcontractor: "Self-Billee" Company Name (VAT Number)
 - b. Company: "Self-Biller" Clevry UK Ltd (VAT Number GB704478238)
 - c. Both Subcontractor and Company can be referred as "Party" or "Parties".
1. The Self-Biller agrees:
 - a. To issue self-billed invoices for all services supplied to them by the Self-Billee.
 - b. To complete self-billed invoices showing the supplier's name, address, and VAT registration number, together with all the other details which constitute a full VAT invoice.
 - c. To make a new self-billing agreement in the event that their VAT registration number changes.
 - d. To inform the supplier if the issue of self-billed invoices will be outsourced to a third party.
1. The Self-Billee agrees
 - a. To accept invoices raised by the self-biller on their behalf.
 - b. Not to raise sales invoices for the transactions covered by this agreement.
 - c. To notify the customer immediately if they
 - d. change their VAT registration number,
 - e. cease to be VAT registered, or
 - f. sell their business or part of their business.

The Agreement will expire when the Channel Partner Agreement between the parties is terminated or when the services are now longer supplied to Self-Biller by the Self-Billee.

This Agreement has been signed electronically, and each Party has received their own electronic copy of it.