



QGate Direct/Indirect Referral Agreement

Agreement Number PRO00001

Document Version 2.0

SAMPLE

Agreement

This agreement is made on the 10 June 2019 between:

QGate Software Limited whose registered office is at:

D2 Fareham Heights, Standard Way, Fareham, Hampshire, PO16 8XT (**QGate**)

and

Sample Company Limited

123 HighStreet Fareham Heights Standard Way Fareham Hampshire PO16 8XT United Kingdom

(**Referring Party**)

WHEREAS

QGate is seeking to attract new clients for its products and services by encouraging the referral of introductions to prospective client via referral partnerships. This agreement sets out the terms of what is considered an introduction and defines the options for managing the referrals and associated commercial acknowledgement.

Definitions

In this agreement the following expressions shall have the following meanings assigned to them:

Introduction: is the provision by the Referring Party to QGate of a written communication providing contact information and other information regarding a potential business opportunity for QGate.

Introduced Organisation: The organisation introduced to QGate via the Introduction.

Date of Introduction: is date on which the first contact with the introduced Organisation takes place with QGate.

Direct Referral: is when:

- QGate takes ownership of the sales engagement directly
- QGate takes ownership of project engagement directly
- QGate provides licenses directly
- QGate invoices the customer directly

Indirect Referral: is when:

- Partner retains customer ownership
- Partner retains commercial/billing relationship with customer
- Partner has option to provide Dynamics 365 CSP licenses
- QGate provide services billed via partner at QGate partner rates

Qualifying Period means the 12 months from the Date of Introduction in which an order received from the Introduced Organisation will be the Qualifying Order

Qualifying Order: is the placement of an order by the Introduced Organisation within the Qualifying Period on which a Referral Fee can be claimed

Referral Fee: The fee payable to the Referring Party as defined in Schedule A.

Accepted Referral: Is where the Introduced Organisation has been confirmed as previously unknown to QGate.

Rejected Referral: Is where the introduced Organisation has been confirmed as previously known to QGate. Where possible details will be provided to the Referral Party to evidence the prior knowledge of the Introduced Organisation.

Terms

- 1) The Referring Party has the option per referral to determine if the referral will be a Direct Referral or Indirect Referral
- 2) A referral will be logged against the Referral Party in the QGate CRM system. The Referral Party will receive an acknowledgement via email to confirm receipt and if the Referral is Accepted or Rejected.
- 3) Where an Accepted Referral is delivered as an Indirect Referral,
 - 3.1) those services will be delivered under the terms of the QGate Master Services Agreement (MSA). This is a separate agreement which will be enacted on the first engagement for such a referral.
 - 3.2) the MSA will define the rates QGate will levy to the partner for the services.
 - 3.3) where it is agreed for QGate to provide licencing, no Referral Fee will be due to the Referring Party on the licences.
- 4) Where QGate is delivering as a Direct Referral
 - 4.1) QGate will pay the Referral Fees for a Qualifying Order
 - 4.2) the Referral Fees will be as defined in Schedule A
 - 4.3) payment of Referral Fees for service only referrals will be paid 30 days after payment of the services by the customer
 - 4.4) payment of Referral Fees associated with a Dynamics 365 system (licences and Services) will become payable 90 days after the customer has gone live
 - 4.5) the Referring Party will have no liability whatsoever for any consequence of any work undertaken by QGate for the Introduced Organisation
- 5) Both parties will treat any information exchanged in the execution of the agreement as Confidential unless available within the public domain. This clause will remain active beyond the termination of the agreement.
- 6) QGate will have no obligation to follow up any introduction and follow up will be at the cost and risk of QGate.
- 7) This agreement can be terminated by either party with 30 days of notice in writing.
- 8) During the period that this agreement is in place and to a period of 12 months following the termination of this agreement, neither party to this agreement will employ any person from the other parties company without prior written agreement

Direct/Indirect Referral Agreement between QGate and QGate Software Limited

Date: 10/06/19

In witness whereof the parties have executed this Agreement comprising the conditions and the Schedule attached hereto.

QGate Software Limited

Signed for and on behalf of:

Print name

Job Title

Date

Sample Company Limited

Signed for and on behalf of:

Print name

Job Title

Date

Schedule A

Referral Fees – Direct Referrals

- License only referrals do not count as a referral – exceptional circumstances managed on a case by case basis
- Services only referrals paid on 3% of revenue billed – excluding expenses and VAT.
- Dynamics 365 system (services and licenses) fees due as below

Dynamics 365 system Referral Fees based on the number of full licenses – i.e. excludes Team Member licenses

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8	Band 9	Band 10	Band 11
Licences	1-10	11-20	21-50	51-100	101-200	201-300	301-450	451-600	601-800	800-1000	1000+
Referral Fee	£300	£750	£2,000	£3,000	£5,500	£7,000	£9,000	£11,500	£15,000	£20,000	TBA