

## 1. Introduction

This page sets out the Specific Terms on which we, WorkPal, a company incorporated in Northern Ireland under registered company number NI053702, whose registered office is at Grove House, 145 - 149 Donegall Pass, Belfast, County Antrim, BT7 1DT ("The Company" supply the specified referral compensation to you as a referring client ("Party").

## 2. Purpose

The Company is in the business of field service management software. The Company wishes to gain additional clients/customers for demonstrations and additional revenue growth. The Affiliate is in a position to refer potential clients/customers to the Company.

## 3. Referral Arrangement

Upon the form submission, the Affiliate may, from time to time, refer potential clients/customers to the Company. The Company will pay the Affiliate a fee for these referrals.

## 4. Compensation

The Company shall pay the Affiliate £1,000 for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of the Company. The Company shall pay the Affiliate £25 for each unsuccessful referral, where an unsuccessful referral is defined as a valid referral candidate that does that a 30 minute demonstration but does not become a client/customer of the Company through no fault of the Affiliate or the Company; and a valid referral candidate is a potential client/customer that meets the specifications stated in Section 17 below. The Company shall pay the Affiliate within thirty (90) days of a completed referral, where a completed referral will be the engagement of the new client/customer or definitive action

that the referral will not become a new client/customer.

## 5. Confidentiality

During the course of this Agreement, it may be necessary for the Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Affiliate in order for the Affiliate to seek out potential referrals. The Affiliate will not share any of this proprietary information at any time. The Affiliate also will not use any of this proprietary information for the Affiliate's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

## 6. Indemnity

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying Party, or its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

## 7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR

ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

#### **8. Disclaimer of Warranties**

The Affiliate shall refer potential clients/customers as requested by the Company. THE AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE AFFILIATE HAS NO RESPONSIBILITY TO THE COMPANY IF THE REFERRALS DO NOT LEAD TO THE COMPANY'S DESIRED RESULT(S).

#### **9. Specifications**

A valid referral candidate must be from an appropriate industry, included but not limited to: draining, plumbing and heating, maintenance, electrical, landscaping, fire and security, PAT Testing, water treatment, pest control, locksmith, catering, facilities management, installations, roofing, pool and spa management, HVAC and cleaning. A valid referral candidate must have main offices located in the UK and/or Ireland. A valid referral candidate must take no less than 5 licences at the standard pricing of £35 per licence for a 60 months standard contract term and pay the full set-up fee