

Databowl Referral Scheme Terms & Conditions

- 1) Referral Scheme: the Referrer can refer Leads to Databowl and receive a referral fee, subject to the following terms:
 - a) Referrals: The Referrer must use one of the following three methods to submit Leads:
 - i) Direct Introductions: The Referrer may send an email with the Leads' details directly to a contact within Databowl (Direct Referral). The date of receipt of this email shall constitute the "Referral Date".
 - ii) Website Referral: Referrer may submit a Lead using Databowl's online form found on the signature of Databowl emails or at <https://referrals.databowl.com/> ("Website Referral"). The online form submission date shall constitute the "Referral Date".
 - iii) Email Referral: Referrer may submit a Lead by emailing the details to referral@databowl.com ("Email Referral"). The date of receipt of this email shall constitute the "Referral Date".
- 2) Process: The Referrals will be assessed as follows:
 - a) Databowl will initially review Direct Referrals, Website Referrals and Email Referrals (together referred to as the "Referral").
 - i) Databowl, in its sole discretion, shall determine whether to accept or decline a Lead at this stage for any reason, including but not limited to: The Lead is already a Databowl client or has been a client, the Lead has been submitted by another Referrer.
 - ii) If the Referrer does not hear from Databowl within 3 business days of the Referral Date, the Lead has been rejected. It is the sole responsibility of the Referrer to confirm receipt of the Referral.
 - iii) If Databowl accepts the Lead at this stage, the Referrer will be notified by email within 2 business days of the Referral and the Stage 1 Referral Fee as detailed below will become payable (Stage 1 Due Date).
 - b) If Databowl accepts the Lead at the initial stage, it will proceed to qualify the Lead by making contact by telephone ("Contact Date"). Databowl, in its sole discretion, shall determine whether to accept or decline a Lead. Reasons for rejecting a lead include but are not limited to: the Lead is not interested or is deemed unsuitable.
 - i) If the Referrer does not hear from Databowl within 14 days of receipt of the email in b) ii) above, the Lead has been rejected.
 - ii) If Databowl accepts the Lead at this stage, the Referrer will be notified by email within 2 business days of the Contact Date and the Stage 2 Referral Fee as detailed below will become payable (Stage 2 Due Date).
 - c) Should a Lead proceed to take out a License with Databowl for a minimum contract period of 3 months, Databowl will inform the Referrer by email within 14 business days of the licence date and the stage 3 Referral Fee as detailed below will become payable (Stage 3 Due Date).
- 3) Fees.

- a) There are 3 stages of referral fees.
 - i) Stage 1: There will be a payment of £125 for each Lead that is accepted after the initial review as detailed in 2) a) above.
 - ii) Stage 2: There will be a payment of £150 for each Lead that is accepted after the Lead is qualified as detailed in 2) b) above.
 - iii) Stage 3: There will be a payment of £400 for each Lead that proceeds to a Sale as detailed in 2) c) above.
- b) Databowl reserves the right to amend the value of the Fees at any time. Any changes to these will be notified to the Referrer by email.
- c) Payment
 - i) On receipt of a valid invoice Databowl shall pay the Referral Fees due within forty-five (45) days of the relevant Stage Due Date.
 - ii) The Referrer will only be due the Referral Fee/s if they are not in default/ in arrears under any agreement with Databowl, its parent, or its affiliates; and this Agreement has not been terminated.

4) Non-Solicitation.

The Referrer agrees that during the Term of this Agreement, and for the 12 months following the termination of this Agreement, the Referrer will not directly or indirectly call on, solicit, take away, or attempt to call on, solicit, or take away any Databowl clients, whether or not they were leads referred by them.

5) Term.

This Agreement shall commence upon the Effective Date, as stated above, and will continue until either party terminates the contract.

6) Confidentiality.

Each Party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- a) where required by law, court order or any governmental or regulatory body;
- b) to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
- c) where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);

- d) where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
- e) where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

7) Termination.

- a) This Agreement may be terminated:
- b) By either Party at any time on account of a material breach of the Agreement by the other Party that is not cured within 5 business days of the non-breaching Party's written notice to the breaching Party.
- c) at any time by either Party upon 2 days written notice to the other Party.
- d) Upon termination, Databowl shall pay the Referrer all Referral Fee/s due and owing for referrals made before the date of termination, but not yet paid subject to Clause 3ii.

8) Intellectual Property

Except for the rights and licenses provided in this Agreement, neither Party shall acquire any right, license or interest in the intellectual property of the other Party by entering into this Agreement.

9) 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 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 assignees that occur 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.

10) Limitation of Liability.

- a) The Agreement constitutes the entire agreement between the parties and replaces all prior discussions, arrangements or agreements that might have taken place. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law, without in any way limiting or excluding liability for personal injury, fraud or fraudulent misrepresentation.
- b) The total liability of Databowl to the Referrer in relation to any event or series of related events is limited to the fees due to the Referrer under this Agreement during the most recent 6-month period.

- c) No party will be liable to any other party under the Agreement (except where required by law) for any:
 - i) special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - ii) loss or corruption of any data, information, database or software;
 - iii) loss of profits;
 - iv) loss of business;
 - v) depletion of goodwill and/or similar losses;
 - vi) loss of anticipated savings.

11) Privacy.

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (DPA18), the UK General Data Protection Regulation (UK GDPR) and the Privacy and Electronic Communications Regulation 2003 (PECR) as amended together with any successor legislation.

12) General

- a) No Party may assign, transfer, sub-contract or otherwise make over to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld by the other Party).
- b) Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.
- c) Referrer is an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Referrer and Databowl.
- d) The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
- e) If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
- f) Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing by email, it will be deemed to have been received on the next business day after sending.

13) Governing Law and Jurisdiction.

The Parties agree that this Agreement shall be governed by the laws of England and Wales, and all disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the English and Welsh courts.

14) Entire Agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties wish to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.