

Sage Products/Services Referral Terms & Conditions

These terms and conditions are between you, the organisation referring the Sage Products/Services (“**Referrer**”), and the relevant Sage Group plc entity (“**Sage**”, “**we**”, “**us**” or “**our**”) that govern the agreement between us in respect of you referring the Sage Products/Services that we make available in the Territory from time to time.

YOUR PRIVACY

For information on how your personal data is used and your rights in relation to your personal data please refer to the privacy notice applicable to you available at <https://www.sage.com/en-gb/trust-security/privacy/>.

1. **Definitions and Interpretations.**

Anti-Bribery Requirements means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

Commission means the amount due from Sage to Referrer as set out in clause 4 and Schedule 1.

Confidential Information means any information which is disclosed pursuant to or in connection with this Agreement (whether orally, in writing and whether or not such information is expressly stated to be confidential) or which otherwise comes into the hands of a party which is either proprietary to a party or would be confidential by operation of law, or which is expressly stated by the disclosing party to be confidential or sensitive information including business and technical information (including source code, technical and development specifications, APIs, documents, drawings, schematics depicting code and coding or business logic use to develop code), Sage Software and Services, business plans, the terms of this Agreement and the like.

Control means direct or indirect ownership or control of more than 50% of the voting interests in Referrer entity.

Customers means subscribers to the Sage Products/Services.

Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by European Union (EU) or EU Member State law, the controller or the specific criteria for its nomination may be provided for by EU or Member State law.

Data Processor means a natural or legal person, public authority, agency or other body which (i) Processes Personal Data on behalf of the Data Controller; or (ii) Processes Personal Data as a sub-processor on behalf of a Data Processor.

Data Protection Laws means all applicable laws and regulations governing the use or processing of Personal Data, including GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

EEA means the European Economic Area.

Effective Date means the date this Agreement has been signed by both parties.

GDPR means the EU General Data Protection Regulation 2016/679.

Intellectual Property Rights means all vested contingent and further intellectual property rights including goodwill, reputation, rights in confidential information, rights to sue for passing off or unfair competition, copyright, trademarks and design rights whether registered or unregistered, logos, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, patents, know-how, trade secrets, inventions, get-up, database rights and (as applicable) any applications or registrations for the protection of these rights and renewals and extensions of them, existing in any part of the world, whether now known or created in the future.

Lead means a prospective customer which has not previously been identified by Sage as requiring the Sage Products/Services and which, in Sage’s reasonable opinion, has a business requirement for the Sage Products/Services within a period of 6

months from the date of the referral, is not linked to a Sage Business Partner and is based in the Territory.

Partner Code of Conduct means Sage’s partner code of conduct hosted at www.sage.com, or as otherwise published, released or made available by Sage from time to time.

Personal Data means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly.

Restricted Transfer Documentation shall collectively mean, for the transfer of Personal Data outside of the EEA or UK (as applicable) the applicable module of the standard data protection clauses adopted or approved by the European Commission in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and Annex to such Decision (the “EU SCCs”), the UK Addendum or the UK IDTA.

Sage Affiliate means any individual, partnership, corporation, limited liability company, trust or other entity that controls, is controlled by or is under common control, directly or indirectly, with the Sage Group plc.

Sage Business Partner means a member of Sage’s business partner programme.

Sage Mark(s) means any name, trademark, insignia, logo, symbol or slogan (registered or unregistered) which is owned or used by Sage or a Sage Affiliate now or in the future anywhere in the world.

Sage Products/Services means the Sage software products and/or services set out in the documentation sent to the customer.

Taxes means any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.

Term has the meaning set out in clause 2.

Territory means the United Kingdom.

UK Addendum means the template Addendum B.1.0 issued by the ICO and laid before UK Parliament in accordance with s19A of the Data Protection Act 2018 on 2 February 2022, as it may be revised from time to time.

UK IDTA means the template IDTA A.1.0 issued by the ICO and laid before UK Parliament in accordance with s19A of the Data Protection Act 2018 on 2 February 2022, as it may be revised from time to time.

1.1. In this Agreement:

- 1.1.1.** headings are inserted for ease of reference only and shall not affect the construction or meaning of the terms of this Agreement;
- 1.1.2.** any phrase introduced by the terms “include”, “including”, “for example” or any similar expression will be construed as illustrative, not exhaustive and shall not limit the sense of the words prior to such term;
- 1.1.3.** use of the singular shall be treated as including the plural and vice versa;
- 1.1.4.** references to persons shall include bodies or persons whether corporate or incorporate;
- 1.1.5.** references to clauses, schedules and exhibits are references to clauses,

schedules and exhibits of and to this Agreement, and references to paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears; and

- 1.1.6.** references to a statute or statutory provision include, unless the context requires otherwise, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it made before or after the date of this Agreement.
- 2. Term.** This Agreement shall commence on the Effective Date and shall continue in force until it is terminated in accordance with clause 6.
- 3. Appointment.** Subject to the terms set out below, Sage grants Referrer a non-exclusive right to directly and indirectly promote the Sage Products/Services to prospective customers in the Territory and refer such prospective customers to Sage for enquiries, subscriptions and/or purchases of such Sage Products/Services.
- 4. Referrals and Commission.**
- 4.1. Required Information.** During the term of this Agreement, Referrer shall (subject always to the provisions of clause 5.1) provide us with the following information about Leads:
- 4.1.1.** company name;
 - 4.1.2.** key contact name;
 - 4.1.3.** contact job title;
 - 4.1.4.** a summary of the reason for the referral; and
 - 4.1.5.** such other information as Sage may reasonably request from time to time.
- 4.2. Notification.** Within 10 working days of the date of a referral, Sage will notify Referrer whether or not the prospective customer constitutes a Lead and Referrer acknowledges that it is entirely at Sage's discretion (acting reasonably) whether or not to categorise a prospective customer as a Lead.
- 4.3. Commission.** In the event that Sage completes a sale for any Sage Products/Services with a Lead within a period of 6 months from the date of the

referral from Referrer (or within such other period as may be agreed by the parties), Sage will;

- 4.3.1.** notify Referrer of such sale within 30 days of the date of the sale; and
 - 4.3.2.** subject to clause 4.5, pay the Commission to Referrer as set out in Schedule 1.
- 4.4. Invoices.** Referrer shall raise an appropriate invoice in a timely manner after Commission becomes due but no later than three (3) months following the date the Commission becomes due. Referrer is only entitled to raise one (1) invoice per quarter where Commission is due.
- 4.5. Payment of Commission.** Referrer is not entitled to be paid Commission unless:
- 4.5.1.** Sage has received payment in full of the applicable Sage Products/Services in cleared funds; and
 - 4.5.2.** Referrer's account (if any) is fully-paid up to date; and
 - 4.5.3.** Referrer has submitted a valid VAT invoice in respect of the relevant Commission to Sage in accordance with clause 4.4.

Subject to this clause 4.5, Sage will pay Commission within 30 days of receipt of a valid invoice. All payments will be made by one of Sage's standard payment methods from time to time, including by BACS transfer.

- 4.6. Taxes.** Commissions are exclusive of VAT or other applicable sales taxes or other indirect taxes. Where applicable, VAT or other applicable sales taxes or other indirect taxes will be included on the invoice issued by one party to the other in addition to the value of the Commission. Where any such taxes are imposed each party shall provide the other with any documents as may be required under law in such form and within any such timing deadlines as may be required by the same.
- 5. Referrer Obligations and Warranties.**
- 5.1. Referrer Warranty.** Referrer warrants and represents that:
- 5.1.1.** it has the power and authority to enter into and perform under this Agreement; and

5.1.2. it has obtained and shall continue to obtain all necessary permissions and consents required under all applicable law including (but not limited to) Data Protection Laws, including GDPR and requirements under clause 12.

5.2. Referrer Indemnity. Referrer shall indemnify and keep Sage fully indemnified from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Sage arising out of or in connection with:

5.2.1. any breach by Referrer of any of the warranties set out in this Agreement; and

5.2.2. Referrer's breach or negligent performance or non-performance of this Agreement.

5.3. Referrer Obligations. Referrer acknowledges and agrees:

5.3.1. it has not and shall not hold itself out as having any authority to promote, make offers or quotations to, or negotiate with, or solicit any orders for, or sell licences for the Sage Products/Services, to any person, and further Referrer has not and shall not hold itself out as having any authority to accept any order on Sage's behalf or otherwise bind Sage;

5.3.2. not to pledge Sage's credit, receive any money or give any receipt on Sage's behalf or compromise any debt due to Sage or incur any other liability or obligation, or make any promise or representation on Sage's behalf or claim to do any such similar thing; and

5.3.3. it shall not make or give any representations, warranties or other promises concerning the Sage Products/Services.

6. Termination.

6.1. Termination for Convenience. Either party may terminate this Agreement on giving not less than thirty (30) days written notice to the other party at any time.

6.2. Termination for Breach. Without prejudice to any rights that have accrued under this Agreement or any of Sage's or Referrer's other rights or remedies, either party may terminate this Agreement immediately on written notice to the other party if:

6.2.1. the other party commits a breach of this Agreement and (if such a breach is remediable) fail to remedy that breach within a period of fourteen (14) days after being notified by the other party to do so; or

6.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the other party's conduct is inconsistent with it having the intention or ability to give effect to this Agreement; or

6.2.3. the other party commits a material breach of this Agreement;

6.2.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

6.2.5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

6.2.6. a petition filed, or a notice is given, or a resolution is passed, or an order is made, for or in connection with the other party's winding up (being a company); or

6.2.7. an application made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or is an administrator is appointed over the other party (being a company); or

6.2.8. a floating charge holder over the other party's assets (being a company) has become entitled to appoint or has appointed an administrative receiver; or

6.2.9. a person becomes entitled to appoint a receiver over the other party's assets or a receiver is appointed over its assets; or

6.2.10. the other party suspends or ceases, or threatens to suspend or cease, to trade; or

6.2.11. any event occurs, or proceeding is taken, with respect to Referrer in any jurisdiction that has effect equivalent or similar to any of the events mentions in clauses 6.2.3 to 6.2.10.

6.3. Change in Control. Sage may terminate this Agreement with immediate effect on written notice to Referrer if there is a change of Control.

6.4. Sage's Right to Terminate. Sage may terminate this Agreement with immediate effect on written notice if Referrer breaches clause 12.

7. Post Termination.

7.1. In the event that either party terminates this Agreement pursuant to clause 6.1 then with effect from the end of such written notice ("**Termination Date**"), Sage shall be immediately required to pay any Commission due for sales to Customers made pursuant to this Agreement.

7.2. No Prejudice. Subject to clause 7.3, any termination of this Agreement shall not affect any rights or liabilities of either party accrued prior to such termination, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement, which is expressly or by implication intended to come into force or continue in force on or after termination.

7.3. In the event of termination of this Agreement, all undisputed Commission owed to the Referrer shall remain due. Commission will cease to accrue and be payable to Sage from the date of termination of this Agreement.

7.4. Survival. The provisions of **clauses 1 (Definitions and Interpretations), 4 (Referrals and Commission, to the extent commission remains due), 7 (Post Termination), 8 (Data Protection), 9 (Limitation of Liability), 10 (Ownership and Proprietary Rights), 11 (Confidentiality), 12 (Anti-Bribery, Corruption and Sanctions) and 13 (General)** and any other clauses which by their express terms survive the expiration or termination of this Agreement shall survive termination of this Agreement however caused.

8. Data Protection

8.1. Capacity. Each party acknowledges that:

8.1.1. it acts in the capacity of an independent Data Controller in respect of any Personal Data it receives under this Agreement; and

8.1.2. it shall act in the capacity of a Data Processor in respect of any Personal Data it Processes on behalf of a Sage Customer, the supply of which shall be governed by an independent agreement between the Sage Customer or End User and either Sage or Referrer, as applicable,

but at no point does Sage or Referrer intend to act in the capacity of a Data Processor on behalf of the other under the terms of this Agreement or as joint Data Controllers.

8.2. Undertakings. Each party agrees:

8.2.1. to comply with all applicable Data Protection Laws;

8.2.2. to be responsible for its own contracting relationships with third parties, other members of its group and its own Data Processors;

8.2.3. to ensure that it processes any shared Personal Data fairly and lawfully, and ensure that it has legitimate grounds under Data Protection Laws for the Processing of the shared Personal Data;

8.2.4. to be responsible for the compliance of its Processing (and of other members of its group, if any) under this Agreement as Data Controller;

8.2.5. to be responsible for the compliance of its intra-group transfers (if any) of Personal Data;

8.2.6. to be responsible for the compliance of its transfers (if any) of Personal Data to Processors and / or other suppliers;

8.2.7. to be responsible for the compliance of its handling of and response to Data Subjects' requests under any applicable Data Protection Laws, regardless of any assistance the other party may provide;

8.2.8. to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Laws within the time

limits imposed by the Data Protection Laws;

8.2.9. to only provide any shared Personal Data to the other using secure methods as agreed between the parties;

8.2.10. to have in place through the Term appropriate technical and organisational security measures to:

8.2.10.1. prevent unauthorised and unlawful Processing of any shared Personal Data and the accidental loss or destruction of, or damage to, any shared Personal Data;

8.2.10.2. ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of any shared Personal Data to be protected; and

8.2.10.3. otherwise comply with all its Data Controller obligations under any applicable Data Protection Laws.

8.3. Joint Data Controllers. If and to the extent that the parties shall later determine that their arrangement has become one of joint Data Controllers, they shall comply with the requirements set out in article 26 of the GDPR.

8.4. Data Transfers. As a condition precedent to the parties entering into this Agreement, where Personal Data is transferred to one party by the other party from a Member State of the EEA, the United Kingdom or Switzerland to a country or recipient that is: (a) not recognised as providing adequate levels of protection for Personal Data pursuant to Data Protection Laws; and (b) not otherwise covered by a suitable framework recognised by relevant authorities as providing an adequate level of protection for Personal Data, the parties shall enter into the Restricted Transfer Documentation which shall govern the transfer of such Personal Data, and take any further steps required under Data Protection Laws in relation to such transfer. In the event that the Restricted Transfer Documentation is no longer valid or are otherwise unavailable, the parties shall enter into such other documentation as may be reasonably required to ensure compliance with any Data Protection Laws.

8.5. Survival. The provisions of this clause 8 will survive expiry or termination of the Agreement.

9. Limitation of Liability.

9.1. Nothing in this Agreement will exclude or limit Sage's liability for:

9.1.1. fraud (including fraudulent misrepresentation);

9.1.2. death or personal injury arising from a party's negligence; or

9.1.3. any other matter which may not be excluded by law.

9.2. Subject to clause 9.1, Sage shall not be liable to Referrer for:

9.2.1. loss of profits, revenues, contracts or customers, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; or

9.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.

9.3. Subject to clauses 9.1 and 9.2, in any calendar year Sage's liability to Referrer under or in connection with this Agreement arising from tortious act or omission including negligence, breach of contract or statutory duty, and any other liability, will not exceed the total amount of Commission paid or payable by Referrer to Sage in accordance with this Agreement in the relevant calendar year.

10. Ownership and Proprietary Rights.

10.1. Sage Proprietary Rights. Sage and/or its licensors retain all right, title and interest in the Sage Products/Services including any updates and upgrades to them, all derivative works of the Sage Products/Services and all proprietary rights in them, both during and after termination of this Agreement. Referrer agrees that Sage owns all right, title and interest along with all copyright, trade secret, patent, trademark and other intellectual property rights therein. Except for the limited rights granted expressly by Sage to Referrer under this Agreement, Sage reserves all rights, title and interests in and to the Sage Products/Services and

no right, title, ownership, interest or licence in or to the Sage Products/Services whether by implication, estoppel or otherwise is granted, assigned or transferred to Referrer under or in connection with this Agreement.

10.2. Sage Marks. Sage and/or its licensors retain all right, title and interest in the Sage Marks, all derivative works of the Sage Marks and all proprietary rights in them, both during and after termination of this Agreement.

10.3. Referrer will not register or use any Sage Mark, or any words, logo, device or any other branding which is similar to or mimics any Sage Mark, including as a product name, for its services or as a domain name. Unless Sage has given Referrer prior written consent, Referrer may not use or register any Sage Mark:

10.3.1. in connection with any web site owned, controlled or operated by Referrer, including as a meta-tag;

10.3.2. on any web site or similar service or technology (including electronic marketing campaigns and auction web sites) operated, owned or controlled by another person; or

10.3.3. in connection with promotional activities undertaken by another person (even if they are carried out on its behalf or under its control), including as a key word, or as an on-line identity.

11. Confidentiality.

11.1. The parties will treat and maintain as confidential all Confidential Information of the other party. A party (the “**disclosing party**”) may need to disclose its Confidential Information to the other party (the “**receiving party**”) and in instances where it is strictly necessary for the receiving party to disclose such Confidential Information to its employees, sub-contractors and advisors (and in the case of Sage to any company within the Sage Group plc group of companies) in order to fulfil its obligations under this Agreement, it may do so provided that:

11.1.1. such employees, sub-contractors and advisors are made aware prior to disclosure of the proprietary and/or confidential nature of the Confidential

Information disclosed to them and they agree in writing to comply with the provisions of confidentiality in this clause 11;

11.1.2. the receiving party establishes and maintains adequate security measures to safeguard the Confidential Information from unauthorised access or use; and

11.1.3. the receiving party remains liable to the disclosing party for any breach of this Agreement by its employees, sub-contractors and advisors.

11.2. The restrictions referred to in clause 11.1 shall not apply to any Confidential Information disclosed to a party to the extent that such Confidential Information:

11.2.1. is already known to the receiving party (unless as a result of an act or omission of the receiving party); or

11.2.2. is in or comes into the public domain otherwise than as a result of any breach of this Agreement; or

11.2.3. is independently developed by the receiving party without use of or access to the Confidential Information;

11.2.4. is divulged to the receiving party by a third party which is not under any obligation of confidentiality in respect of such Confidential Information; or

11.2.5. is expressly stated by the disclosing party not to be subject to the obligation of confidentiality; or

11.2.6. is required to be disclosed pursuant to a judicial or other lawful statutory or regulatory obligation.

12. Anti-Bribery, Corruption and Sanctions.

12.1. Referrer warrants that it will and will procure that persons associated with it including its affiliates will:

12.1.1. comply with the Anti-Bribery Requirements;

12.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 12.1.3.** not do, or omit to do, any act that may lead Sage to be in breach of any of the Anti-Bribery Requirements;
 - 12.1.4.** promptly report to Sage any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
 - 12.1.5.** have and maintain in place throughout this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Requirements and clause 12.1.2, and will enforce them where appropriate; and
 - 12.1.6.** if requested, provide Sage with reasonable assistance to enable Sage to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Anti-Bribery Requirements.
- 12.2.** Referrer will indemnify Sage and the Sage Affiliates against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage and the Sage Affiliates as a result of its breach of this clause 12.
- 12.3.** Referrer will promptly notify Sage if, at any time during the term of this Agreement its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 12.1 at the relevant time.
- 12.4.** Referrer shall keep at its normal place of business detailed, accurate and up to date records, books or account and such other necessary documentation to provide compliance with the Anti-Bribery Requirements and showing all payments made by Referrer in connection with this Agreement and the steps taken by Referrer to comply with the Anti-Bribery Requirements and clause 12.1.2 from the date of this Agreement for a minimum period of six years. Referrer shall ensure that such records and books of accounts are sufficient to enable Sage to verify Referrer's compliance with its obligations under this clause 12.
- 12.5.** Referrer shall permit Sage and its third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 12 to access and take copies of Referrer's records and any other information held at Referrer's premises and

to meet with Referrer's personnel to audit Referrer's compliance with its obligations under this clause 12. Such audit rights shall continue for twelve (12) months after termination of this Agreement. Referrer shall give all necessary assistance to the conduct of such audits during the term of and for a period of twelve (12) months after termination of this Agreement.

12.6. Referrer warrants and represents that:

12.6.1. neither Referrer nor any of Referrer's team, officers, employees or other persons associated with it:

12.6.1.1. has been convicted of any offence involving bribery or corruption fraud or dishonesty;

12.6.1.2. having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Requirements; or

12.6.1.3. has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other governments contracts;

none of the officers or employees of Referrer or any person associated with it or any other person who is performing services in connection with this Agreement is a foreign public official; and

12.6.2. no foreign public official owns a direct or indirect interest in Referrer or any person associated with it or any other person for whom Referrer is responsible and no public official has any legal or beneficial interest in any payments made by Sage under this Agreement.

12.7. The warranties in clauses 12.1 and 12.6 will apply mutatis mutandis to Sage.

shall limit or exclude the liability of either Sage or Referrer for fraudulent misrepresentation.

12.8. If Sage terminates this Agreement for breach of this clause 12, Referrer shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

12.9. Regardless of any other provision in this Agreement, Sage shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Anti-Bribery Requirements.

12.10. Referrer shall, at all times during the term of this Agreement, conduct its business and comply with all sanction laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC) and UN and EU sanctions.

13. General.

13.1. Notices. Any notice required to be given by a party under this Agreement will be in writing and will be sent by pre-paid first class post to the party required to receive the notice at the address for that party as stated at the beginning of this Agreement (or any new details the parties may subsequently notify to each other). Any notice will be deemed to have been duly received if sent by pre-paid first-class post or recorded delivery, seventy-two (72) hours after posting.

13.2. Successors and Assigns. Neither party shall assign or transfer (by operation of law, change of control or otherwise) its rights or obligations under this Agreement to a third party, without the prior written consent of the other party. Notwithstanding the foregoing, Sage may assign or transfer this Agreement to any Sage Affiliate.

13.3. Entire Agreement. This Agreement and all appendices and attachments constitutes the whole agreement between Sage and Referrer and supersedes all previous agreements between them relating to its subject matter. Sage and Referrer each acknowledge that in entering into this Agreement, no reliance has been placed on and neither party will have any rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this clause 13.3

13.4. Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.4 shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.5. Relationship of Parties. Sage and Referrer are independent contractors and neither party will represent itself as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. Neither party has and will not hold itself out as having any authority to accept any order on the other party's behalf. Each party agrees not to pledge the credit, receive any money or give any receipt on behalf of the other party or compromise any debt due to the other party, or incur any other liability or obligation, or make any promise or representation on behalf of the other party or claim to do any such thing.

13.6. Force Majeure. Neither party will be liable to the other for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond a party's reasonable control including: fire, war, civil commotion, any act of central or local government, any industrial disputes, any act of terrorism, act of God, lockouts and strikes of any third party.

13.7. Amendment. No variation of or amendment to this Agreement shall be effective unless it is in writing and signed by authorised representatives of Sage and Referrer.

13.8. Waiver. A waiver (whether express or implied) by either party of any of the provisions of this Agreement shall not constitute a continuing waiver

and that waiver shall not prevent either party from enforcing any of the provisions of this Agreement.

13.9. Third Party Rights. Except as expressly stated in this Agreement, nothing in this Agreement shall confer on any third party any right or benefit. The parties agree that this Agreement may be varied or rescinded without the consent of any third party.

13.10. Dispute Resolution. Should a dispute or other disagreement arise between Sage and Referrer the parties agree to raise the matter internally to senior managers for resolution. If such senior managers are unable to resolve the matter within thirty (30) days of being requested to do so, each party will then each escalate the matter to a director or equivalent with authority to resolve that dispute. The directors will attempt to resolve the matter within a further period of thirty (30) days. If such directors are unable to resolve the matter within the thirty (30) day period of being requested to do, each party will then escalate the matter to, in the case of Sage, Vice President or equivalent and, in the case of Referrer, Managing Director or equivalent. If the Vice President of Sage (or equivalent) and the Managing Director (or equivalent) of Referrer are unable to resolve the dispute within a further fifteen (15) days, the parties reserve the right to resolve the dispute or disagreement in accordance with clause 13.11.

13.11. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this clause 13 and at all times Sage and Referrer will act reasonably and in good faith to settle the dispute or disagreement. Nothing in this clause 13.11 shall operate so as to prevent a party from applying to any court of competent jurisdiction for injunctive relief at any time.

13.12. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual dispute or claims) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1

COMMISSION AND COMMISSION PERIODS

Products	Commission payable to Referrer	Commission Periods
The Sage Products/Services notified to Referrer by Sage	10% of the Lead's first year annual subscription fee	As set out in clause 4.5

- 1. Managers.** The points of contact for this Agreement for Referrer shall be the point of contact you provide in the Sage Referral Form and for Sage the Head of Sales for the relevant Sage Products/Services, or such other person(s) as each party may from time to time notify to the other. These persons shall be the primary point of contact between the parties in relation to this Agreement including (without limitation) for the service of notices.