



Services

Practical TPS solutions for businesses

REFERRER

TEL: 0343 005 9576

TPS Services

Telephone: 0343 005 9576

Fax: 0844 774 8411

www.tpsservices.co.uk

TPS Checker

Telephone: 0844 774 8410*

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I Want That Ltd

Unit A, 5 Colville Road
Acton, London, W3 8BL

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*Calls cost 5p per minute plus your phone company's access charge.

Sales Referral Agreement

THIS AGREEMENT is made on

BETWEEN:

(1) I Want That Limited t/a TPS Services, Unit A, 5 Colville Road, Acton, London, W3 8BL ('TPS Services'); and
(2)

("The Referrer")

WHEREAS, TPS Services is in the business of providing suppression screening against the Telephone Preference Service (TPS), Corporate Telephone Preference Service (CTPS), Fax Preference Service (FPS) and Mail Preference Service (MPS) registers in addition to Mobile Number Validation (MNV) and other data related Services;

WHEREAS, the Referrer desires to become a limited agent of TPS Services to refer and forward potential customers of TPS Services' Services; and

WHEREAS, TPS Services desires to authorise and appoint the Referrer to refer and forward to TPS Services potential customers of TPS Services' Services subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, TPS Services and the Referrer agree as follows:

1. Agency

- 1.1. The relationship between the parties shall at all times be that of independent contractors. Nothing in this Agreement shall create or be deemed to create an employment, partnership or joint venture relationship between the parties and at no time may the Referrer position itself as affiliated to TPS Services, except as an independent referrer or independent sales agent. In view of this independent relationship the Referrer shall not enter into any agreements on behalf of TPS Services, shall make no warranty either expressed or implied on behalf of TPS Services and shall not incur any expenses on behalf of TPS Services.
- 1.2. TPS Services appoints the Referrer as an authorised Referrer for the purposes of forwarding and referring to TPS Services potential customers of its Services.
- 1.3. The Referrer has no authority, without the prior written consent of TPS Services, to bind TPS Services to any contract, representation, understanding, act or deed concerning TPS Services, the Services, or any other service or product offered by TPS Services that is outside the scope of this Agreement. The Referrer shall make no representations or warranties concerning the Services or the Referrer's agency relationship with TPS Services, unless such warranty or representation is authorised in writing by TPS Services. In addition, the Referrer shall not make any representations or warranties concerning prices, terms or delivery, performance of the Services, terms of payment, or conditions of sales except to the extent such representations are authorised in writing by TPS Services.

- 1.4. This referral agreement does not grant exclusive rights to the Referrer to act as a referrer on behalf of TPS Services and the Referrer shall have no rights under any other agreements entered into by TPS Services with other Referrers. TPS Services may appoint other Referrers and sales representatives for the Services within any territory that the Referrer does business.
- 1.5. This appointment shall not establish or be interpreted as establishing an Agentship, joint venture, franchise, or other agency relationship beyond those functions and responsibilities as set forth in this Agreement.

2. Duties and Performance of Referrer

- 2.1. Throughout the term of this Agreement, the Referrer shall use reasonable efforts to endorse and promote TPS Services and its services, as well as to refer and forward potential customers (including, but not limited to, business acquaintances, customers, clients, and associates) of the Services to TPS Services. The Referrer shall adhere to and comply with any prevailing practices and procedures that relate to the referral of customers for the use of the Services.
- 2.2. If requested, the Referrer agrees to meet, either in person or via telephone conference, at least once per month to discuss potential business, as well as issues and support that the Referrer may need to support the development of Referrals.
- 2.3. The Referrer shall provide to TPS Services on a monthly basis, an accounting of what customers the Referrer has discussed TPS Services' services with and what issues or roadblocks have been encountered.
- 2.4. The Referrer agrees to formally introduce TPS Services to the Referral. Such introduction may be by telephone conference call, by web signup using codes allocated to the Referrer and/or by an in-person meeting, based upon TPS Services' and the Referrer's mutual agreement.
- 2.5. Subject to and in addition to the conditions of Section Three herein, the Referrer shall be entitled to compensation hereunder only for those customers with whom the Referrer has had direct personal contact, to whom the Referrer has directly endorsed and recommended the Services and where the customers have been identified as originating from the Referrer.
- 2.6. Throughout the term of this Agreement, the Referrer agrees not to refer potential customers to any person or entity other than TPS Services that offers products and services that are in competition with those offered by TPS Services.
- 2.7. The Referrer agrees that, for each potential customer referred to TPS Services under this Agreement, the Referrer has the authority to make the referral on behalf of the potential customer, has disclosed the potential receipt of fees under this Agreement to the potential customer if so desired and has no conflict of interest with the potential customer or with TPS Services in receipt of such payment. The Referrer represents that neither it nor, to its knowledge, any director, officer, shareholder, partner or member of it, is an affiliate of TPS Services.
- 2.8. The terms and conditions of the referral agreement will be set aside if:
 - 2.8.1. the Referrer is a party to an Employee Agreement or Employment Guidelines that preclude providing leads or referrals for a Lead Provider's Fee or Referral Commission; or
 - 2.8.2. the Referrer is in breach of this Agreement

3. Eligibility to Receive Referral Fees

- 3.1. So long as this Agreement is in effect, the Referrer may receive from TPS Services a referral fee for a customer referred by the Referrer to TPS Services that purchases TPS Services products and Services for the referred project or projects within 3 months of being referred by Referrer. In order for the Referrer to receive the referral fee:
 - 3.1.1. the referred customer must have been accepted by TPS Services as a customer or potential customer.
 - 3.1.2. The referred customer must not already be a TPS Services customer or an Active Lead/Prospect (defined below) and must not have already (previously) been referred by another Referrer partner.
- 3.2. A TPS Services "Active Lead/Prospect" shall mean any organisation which is already in TPS Services' prospect spreadsheet/database and has been contacted in the last 3 months by a TPS Services sales representative (or authorised partner) and has indicated a desire to learn more about TPS Services in preparation for a purchase decision.
- 3.3. The Referrer must also have complied with the requirements of provision 2 of this document to qualify to receive the Referral Fees, most specifically promotion of TPS Services to the Referral, as well as a formal introduction to the referral.
- 3.4. TPS Services will inform the Referrer within 10 days of the date of Referral submission, if the Referral is ineligible for a referral fee.

4. Remuneration

- 4.1. The referral fee shall be calculated as follows:
 - 4.1.1. **twenty five per cent (25%)** of the sales value of all transactions completed by the referred customer for screening services undertaken in-house; and
 - 4.1.2. **twenty five per cent (25%)** of the profit on all transactions completed by the referred customer for screening services involving a third party supplier.
- 4.2. Referral fees will be paid for a period of 12 months from the date of the first paid sale.
- 4.3. TPS Services shall pay the commission to the Referrer for a specific referred customer if, and only if, the following conditions are satisfied:
 - 4.3.1. The Services have been paid for. As defined below, referral fees will be paid as customer payments are received.
 - 4.3.2. The Service or Services ordered by the referred customer have been completed, and accepted by the referred customer.
 - 4.3.3. The referral meets the qualifications of provision 3.
- 4.4. Commission payments will be made directly to the Referrer as an independent contractor. The Referrer shall bear sole responsibility for payment of any tax obligations owed by the Referrer on the Commissions received.
- 4.5. The Referral fee will be paid within 10 days of payment by the customer to TPS Services. The Referral Fee payment will be made as incremental payments are received from the customer.
- 4.6. In the event that the Referred Customer was referred to TPS Services from more than one authorised TPS Services Referrer, the TPS Services will pay the Commission to the Referrer who met the Referral Eligibility Requirements of provision 3.
- 4.7. The Referrer will be granted access to the accounting books for audit of any sale covered under the terms of this agreement at a time mutually agreeable to the parties.

5. Confidentiality and Customer Ownership

- 5.1. All documents, data files, information and other materials made available to the Referrer in connection with this Agreement, including without limitation all information regarding the Services, TPS Services customers (including those customers and potential customers referred to TPS Services by the Referrer), marketing data, business plans, and technical information (collectively "Confidential Information") shall be deemed to have been furnished to the Referrer in confidence and shall remain the exclusive property of TPS Services both during the term of this Agreement and after this Agreement is terminated or expired. The Referrer shall treat as trade secrets and keep in the strictest confidence all Confidential Information it acquires from TPS Services at any time or develops for or on behalf of TPS Services and the Referrer will not at any time during the terms of this agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from TPS Services.
- 5.2. TPS Services shall retain full ownership of all referred customers that the Referrer refers to TPS Services under this Agreement, including all information relating to such referred customers.

6. Intellectual Property

- 6.1. The Referrer agrees that TPS Services retains ownership rights in and to certain intellectual property, including without limitation any TPS Services trademark, service mark, advertising, any associated goodwill, whether presently existing or later developed (collectively "Intellectual Property"). The Referrer agrees to sign any document as reasonably required to effect recording or protection of any such property.
- 6.2. If approved in writing by TPS Services, the Referrer may use advertising that is associated with any Intellectual Property. The Referrer may use such advertising materials only upon the terms and conditions stated by TPS Services from time to time. The Referrer may not modify or delete any Intellectual Property it uses without the written consent of TPS Services.

7. Term and Termination

- 7.1. The term of this Agreement shall begin on the commencement date and continue until terminated by either party in accordance with this provision.
- 7.2. At any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days and any future fees due under clause 4.1.1 will continue to be paid until the expiry of the 18 month period save for breach of this Agreement under clause 2.8
- 7.3. In the event this Agreement terminates and/or is not renewed, the Referrer agrees not to refer potential customers to any person or entity that offers products and services that are in competition with those offered by TPS Services for a period of six months.
- 7.4. TPS Services shall be responsible for paying any and all Commissions owed to the Referrer under this Agreement only for those referred customers that are referred to TPS Services before the effective termination date of this Agreement. Remuneration claims for any unpaid remuneration will be waived unless made in writing to TPS Services within sixty (60) days of which such remuneration would have been payable.
- 7.5. The provisions of Sections 5.1, 5.2, 6.1 and 8 shall survive termination of this Agreement.

8. Miscellaneous

- 8.1. Unless TPS Services notifies the Referrer otherwise, TPS Services disclaims all warranties with regard to the services rendered under this Agreement, including all implied warranties of satisfactory quality and fitness for a particular purpose. The Referrer shall extend no warranties or guarantees without the pre-approval of TPS Services, orally or in writing, in the name of TPS Services or which would bind TPS Services with respect to the performance, design, quality, or fitness for a particular purpose of the Service. Neither TPS Services nor its affiliates, subsidiaries, suppliers, or parent companies shall be liable to the Referrer or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. TPS Services' liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to monetary damages and shall not exceed the amount of commissions due to the Referrer.
- 8.2. Neither party shall have any liability under, or be deemed in breach of, this Agreement as a result of any failure to perform or delay in the performance of its obligations under this Agreement which result from circumstances beyond its control, including without limitation, interruptions of power or telecommunications services, failure or its suppliers or subcontractors, acts or nature, governmental actions, fire, flood, natural disaster or labour dispute. No failure of either party to pursue any remedy resulting from a breach in this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach or relinquishment of any rights hereunder unless such waiver is signed and in writing.
- 8.3. If any provision of this Agreement (or any part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 8.4. This Agreement shall not be assigned by the Referrer, in whole or in part, without the express written consent of TPS Services.
- 8.5. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the Court of England in respect of any matter arising under or in connection with this Agreement. For the benefit of TPS Services, the Referrer submits to the exclusive jurisdiction of the Basingstoke County Court in respect of all disputes over which a County Court may have jurisdiction.
- 8.6. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs and expenses incurred in resolving such dispute.
- 8.7. All notices required under this Agreement shall be directed to the addresses indicated above, and such addresses shall be deemed to be the most recent address of the addressee and shall remain so until written notice of a change of address is provided to the other party by the party whose address has changed.
- 8.8. This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall

constitute one and the same instrument. The Agreement is not effective until each party has executed at least one counterpart.

This agreement constitutes the whole agreement between the parties and supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the Parties relating to the subject matter of this agreement. Any alteration to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated above.

Signed for and on behalf of TPS Services:	Signed for and on behalf of the Referrer:
Date:	Date:
Name:	Name:
Position:	Position:

In the event of any query in connection with this Referrer Agreement, please contact:

Mr Vince Costa-Barnett
 TPS Services
 Unit A, 5 Colville Road
 Acton, London, W3 8BL
 Tel: 0843 005 9576*
 Email: vince@tpsservices.co.uk

*Calls cost 5p per minute plus your phone company's access charge.

Referred Customer Information

Name of Company being referred.	
Address	
Telephone Number	
Fax Number	
Contact Name and Position	
Email Address	

