

Date:

REFERRAL AGREEMENT

PARTIES

- 1. _____ of ("Referee")
- 2.of ("Referor")

The parties agree as follows:

1. **DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:-

- Acceptance Criteria the entity named on the Referral Form must:-
 - be located in a country that is not listed on schedule 3;
 - have had Referee Products demonstrated to it by Referor provided that Referee has not been in prior contact with the entity; and
 - not fall within Clause 2.5 or 2.6.
- Addendum a written addition or amendment to this Agreement signed by both the parties.
- Agreement this referral agreement including the Schedules hereto.
- Charging Rates Referee's personnel charges from time to time as listed in Referee's price list which can be changed once per calendar year and any changes in which will be notified to Referor by at least 30 days' advanced notice in writing.
- Commencement Date ¹

¹ Insert date

Intellectual Property Rights	all copyrights, patents, database rights, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
Prospect	an entity which meets the Acceptance Criteria.
Referral Fee	the sum payable (as set out in more detail in Clause 8) to Referrer for any Prospect introduced to Referee by Referrer via a Referral Form which meets the Acceptance Criteria and which as a result of such introduction pays a licence fee in respect of the Referee Products to Referee.
Referral Form	a document in the form of Schedule 2.
Sales Cycle Management	the activities to be undertaken with the aim of achieving the licensing of Referee Products. These include: <ol style="list-style-type: none"> 1. promotion of Referee Products; 2. demonstration and presentation of Referee Products on a one to one basis; 3. informing Referee of potential sales opportunities by submitting a Referral Form.
Territory	the territory indicated in Schedule 1.
Referee Products	all the software indicated in Schedule 1 (or in any Addendum) including any modifications thereto and updates thereof together with any manuals or other materials supplied by Referee ancillary thereto.
Working Day	a day (other than a Saturday or Sunday) on which banks are generally open in London for normal business.

2. APPOINTMENT AND REFERRAL

- 2.1 Referee hereby grants to Referor the non-exclusive non-transferable right to market Referee Products in the Territory subject to the Acceptance Criteria and to use Referee Products supplied to it by Referee for the purpose of demonstrating and marketing Referee Products.
- 2.2 Referor will refer each potential Prospect for Referee Products to Referee by completing a Referral Form and sending it to Referee at the address above by fax, email, or letter. Confirmation of receipt of the Referral Form by Referee is the responsibility of Referor.
- 2.3 Referee will be entitled to reject any referral made but does not intend to reject any referral without cause. In the event that Referee shall reasonably refuse any referral on the ground that insufficient Sales Cycle Management has been carried out by Referor in relation to that Prospect, Referee shall be entitled to market and grant a licence of Referee Products to that Prospect and, in such circumstances, Referor shall not be entitled to receive any Referral Fee in respect of that Prospect.
- 2.4 Approval or (as the case may be) rejection of a referral, if given, will be communicated by Referee to Referor in writing within 10 Working Days of the receipt of the Referral Form by Referee. Referee may stipulate a reasonable extension of this period should key staff tasked with the approval of referrals be unable to process the referral in the given time.
- 2.5 The parties agree to inform each other on a regular basis of the entities to whom they (or in the case of Referee, any other appointed entities) are actively marketing Referee Products. In the event that both parties (or Referor and another entity appointed by Referee) are independently marketing Referee Products to the same potential customer, Referor shall (unless Referee stipulates the contrary in writing) cease its marketing efforts in respect of that third party and in the event of a licence of Referee Products being granted to such entity, no fee shall be payable to Referor.
- 2.6 Referee will use its reasonable efforts to inform Referor of all entities to whom it is marketing Referee Products within 10 Working Days of signing this Agreement or the initial contact made by Referee whichever is the later, to ensure that Referor effort is not expended unnecessarily.

3. RESPONSIBILITIES OF REFEREE

4. RESPONSIBILITIES OF REFEROR

5. WARRANTY

6. INDEMNITIES

7. **INTELLECTUAL PROPERTY RIGHTS**
8. **PAYMENT**
9. **CONFIDENTIALITY**
10. **EXCLUSION AND LIMITATION OF LIABILITY**
11. **TERM AND TERMINATION**
12. **GENERAL**