Condeco Referral Agreement

Between:

Condeco [entity] of [registered address], a company registered in [jurisdiction] ('Condeco'); and

[Reseller] of [registered address], a company registered in [jurisdiction] ('Referrer').

Referral Terms

Effective Date:

Referral Rate: 10% on Qualifying Referrals

A Referral Fee shall be calculated by applying the Referral Rate to the first-year contract value (excluding VAT or other sales tax) of a Qualifying Referral.

A Qualifying Referral is the acceptance by Condeco of an opportunity registered by the Referrer in respect of a potential customer ('Customer'), that has no existing relationship with Condeco, and with which Condeco closes a direct sales order within 12 months of the registration of the opportunity.

Terms and Conditions

1. This Referral Agreement commences on the Effective Date for an initial term of 12 months which shall automatically renew for further 12-month periods unless terminated.
2. Either party may terminate this Referral Agreement at any time by serving notice on the other party. Such termination shall be without prejudice to any rights accrued prior to termination taking effect.
3. To register a Qualifying Referral, the Referrer must register the opportunity with their Condeco relationship manager. In the event that two or more Referrers register an opportunity then the opportunity shall be deemed to belong to the first Referrer that first registered the opportunity as recorded on Condeco's systems.
4. Condeco is under no obligation to accept the registration of an opportunity and is under no obligation to actively pursue any opportunity registered by a referrer.
5. If the Customer fails to make payment, then Condeco shall have no liability to pay any Referral Fee to the Referrer. Within 14 days of Condeco's receipt of payment from the Customer, Condeco shall provide a purchase order to the Referrer reflecting the due Referral Fee. The Referrer shall then invoice Condeco for the Referral Fee and Condeco shall pay correct and undisputed invoices within 30 days.
6. The Referrer accepts that the Referral Fee is calculated on the initial order placed by the Customer only and that the Referrer has no entitlement to any payment in respect of any further orders placed by a Customer, any second or further years of any agreement or any renewal by a Customer.
7. The Referrer warrants that it has the Customer's consent to pass the Customer's details to Condeco. In the event that the opportunity information includes any personal data (as defined in the Data Protection Act 2018) then the Referrer further warrants that it has obtained the data subject's consent, or some other legally compliant bases, for the data subject's personal data to be passed to Condeco and for Condeco to contact them in respect of the opportunity.
8. The Referrer acknowledges that it is operating on its own account, that nothing in this agreement shall constitute any manner of partnership or joint venture and that the Referrer is not authorised to make any statement or representations on behalf of Condeco or bind Condeco in any ways whatsoever.
9. The Referrer warrants that it shall comply with any applicable anti-bribery legislation that either it or Condeco is subject to including, the Bribery Act 2010.
10. This Referral Agreement shall be governed by the law of, and subject to the exclusive jurisdiction of the courts of, the country in which Condeco is registered. Where Condeco Software Inc, is the contracting entity then the Framework shall be governed by New York law and subject to the exclusive jurisdiction of the New York state courts. Where Condeco Software GmbH is the contracting entity then the courts of Frankfurt-am-Main shall have exclusive jurisdiction.

Agreed and accepted

For and on behalf of Condeco   _____

Name:

Position:

For and on behalf of Referrer   _____

Name:

Position: