



**QGate Software Limited**

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**QGate Referral Agreement**

**PRO00001**

**Agreement Number**

Document Version 3.9



## Agreement Terms

This agreement is made on the 28 March 2018 between:

QGate Software Limited whose registered office is at:  
D2 Fareham Heights, Standard Way, Fareham, Hampshire, PO16 8XT (**QGate**)

and

QGate Software Limited, whose registered office is at:

Unit D2, Fareham Heights, Standard Way, Fareham, Hampshire, PO16 8XT,  
Hampshire.

**(Referring Party),**

WHEREAS

QGate is seeking to attract new clients for its products and services by encouraging the referral of introductions to prospective client by referral partnerships. This agreement sets out the terms of what is considered an introduction and the basis of the Referral Fee paid to the Referring Party.

This agreement is reciprocal, i.e. referrals can be made by QGate to the Referral Party under the same terms. Should the Referral Party not wish to implement a reciprocal agreement they need to identify as such in appropriate section on Page 3.

Now it is hereby agreed as follows:

- 1) In this agreement the following expressions shall have the following meanings assigned to them:
  - 1.1) **Introduction:** is defined to mean the provision by the Referring Party to QGate of a written communication providing contact information and other information regarding a potential business opportunity for QGate.
  - 1.2) **Introduced Organisation:** The organisation introduced to QGate via the Introduction.
  - 1.3) **Date of Introduction:** is date on which the first meeting with the customer takes place with QGate.
  - 1.4) **Referral Fee:** 10% of the Gross Profit value of a Qualifying Order, as calculated below
    - 1.4.1) Services calculated at day rate charged to customer minus £400 (internal overheads charge)
    - 1.4.2) Margin or commission on Software to QGate
    - 1.4.3) Not included as part of a Qualifying Order are VAT, Support and Maintenance, Software Assurance or similar, Expenses and Third Party services
  - 1.5) **Qualifying Period** means the 9 months from the Date of Introduction in which an order received from the Introduced Organisation will be the Qualifying Order.
  - 1.6) **Qualifying Order:** is the placement of one order by the Introduced Organisation within the Qualifying Period on which Commission can be claimed.
- 2) The Referring Party will be paid a Commission if:

- 2.1) QGate did not have prior contact with the Introduced Organisation at the Date of Introduction
  - 2.2) QGate acquires Qualifying Order from the Introduced Organisation; and
  - 2.3) A Qualifying Order is made within the Qualifying period.
- 3) Within 30 days of having received a Qualifying Order the Referring Party will be informed of the existence of such Qualifying order, its value and Commission Value.
  - 4) Commission payment will be due to the Referring Party following receipt by QGate of payment from the Introduced Organisation. Within 30 days of its receipt of any such payment, QGate will inform the Referring Party of the received sum. The Referring Party will then have the right to raise an invoice for the Commission. Such invoice being payable by QGate within 30 days of the invoice date.
  - 5) The Referring Party will treat all information concerning the relationship between QGate and the Introduced Organisation, whether contractual or not, as confidential.
  - 6) QGate will have no obligation to follow up any introduction and follow up will be at the cost and risk of QGate. The Referring Party will have no liability whatsoever for any consequence of any work undertaken by QGate for the Introduced Organisation.
  - 7) This agreement can be terminated by either party with 30 days of notice in writing.
  - 8) During the period that this agreement is in place and to a period of 12 months following the termination of this agreement, neither party to this agreement will employ any person from the other parties company without prior written agreement

Referral Agreement between QGate and QGate  
Software Limited

Date: 28 March 2018

In witness whereof the parties have executed this Agreement comprising the conditions and the Schedule attached hereto.

Signed for and on behalf  
of:

**QGate Software Limited**

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Print name

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Job Title

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Date

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Signed for and on behalf  
of:

**QGate Software Limited**

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Print name

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Job Title

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Date

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Please sign below if you **DO NOT** want this to be a reciprocal agreement

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