

## **Codestone Customer's Referral Scheme – Referrer Terms and Conditions**

This Agreement applies to the Referrer's participation in Codestone's Customer Referral Scheme whereby the Referrer may refer potential customers to Codestone. The Referrer shall read the provisions of this agreement carefully and print it out for his/her personal record.

By clicking on "I agree to these terms and conditions" the Referrer expressly confirms that they have read and understood the terms of this Agreement and that they are authorised to be bound according to the terms and conditions of this Agreement.

### **1. DEFINITIONS**

In this Agreement the following words and phrases shall have the following meanings:

"Agreement" means these terms and conditions which govern the Customer Referral Scheme.

"Customer Referral Scheme" means the scheme made available by Codestone whereby the Referrer is rewarded in the event a Referred Company engages with Codestone in a Qualified Business Meeting and also subsequently becomes a Codestone customer.

"Eligible Item" is any Product sold by Codestone to a Referred Company where Codestone achieves at least 10% gross profit (calculated as the difference between the sales price and the direct cost price as a proportion of the sales price).

"Foreign Official" shall mean employees and officers of government owned or controlled companies or enterprises, such as a state-owned oil company, and anyone acting on behalf of a government entity, such as a consultant or negotiator who is representing a state-owned national oil company.

"Government Customer" or "Government Official" shall mean any officer or employee of a government or any department, agency, or instrumentality of the government or a public international organization, such as the Red Cross or World Bank. This includes any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality or organization.

"Product(s)" means any product or service provided by Codestone.

"Qualified Business Meeting" means a meeting between Codestone and a Referred Company to discuss future business with the Referred Company as a direct result of the Referral by the Referrer.

"Qualified Business Meeting Reward" means the Referrer's choice of a Fortnum and Mason Hamper or Amazon vouchers, both to the value of £100 (one hundred pounds).

"Referred Company" means the company or organisation referred to Codestone by a Referrer completing and submitting the online referral form which is subject to the terms of this Agreement.

“Referral” means the referral of a Referred Company under the Customer Referral Scheme by the Referrer to Codestone.

“Referrer” means an employee of a registered company or organisation that is a current customer of Codestone and that is referring another company/organization through the Customer Referral Scheme.

“Referrer’s Employer” means the registered company or organisation that is a current customer of Codestone and is the Referrer’s employer.

“Referral Reward” is a pre-loaded Virgin Experience voucher gift card to the value of 5% of revenue received by Codestone from the Referred Company in respect of all Eligible Items within the twelve (12) month period from the effective date of the contract entered into between Codestone and the Referred Company (with revenue being the total sales price actually received in cleared funds from the Referred Company funds by Codestone in respect of all Eligible Items).

“Codestone” means Codestone Solutions Limited, a company incorporated and registered in England and Wales under registration number 3478376 and whose registered office is at 2 Nuffield Road, Nuffield Industrial Estate, Poole, Dorset, BH17 0RB

## **2. ELIGIBILITY:**

- 2.1. The Customer Referral Scheme is only open to Referrers, and the Referrer must have the authority of the Referrer’s Employer to make such Referrals under the Customer Referral Scheme.
- 2.2. The following individuals or institutions are not eligible for participation in the Customer Referral Scheme:-
  - 2.2.1. Employees of Codestone or any Codestone Group Company.
  - 2.2.2. Foreign Officials, Government Officials or Government Customers.
  - 2.2.3. Companies, institutions or individuals whose main business focuses on the acquisition and sale of addresses for marketing purposes.
  - 2.2.4. Companies, institutions or individuals whose main business focuses on generating revenues by referring prospects and/or leads to vendors (incl. but not limited to Codestone).
  - 2.2.5. Individuals who are not employees of a company or organization that is a current customer of Codestone.
- 2.3. A Referred Company will not be accepted by Codestone under the Customer Referral Scheme, and the Referrer shall not be eligible to receive a Qualified Business Meeting Reward and / or Referral Reward if the Referred Company:
  - 2.3.1. already has a relationship (past or present) or is progressing a relationship with Codestone; or

- 2.3.2. has previously been referred to Codestone.
- 2.4. Codestone will notify the Referrer if the Referred Company is already or has been a customer of Codestone, or has previously been referred to Codestone.
- 2.5. There is only one Qualified Business Meeting Reward and one Referral Reward in respect of each Referred Company.
- 2.6. Subject always to the Referrer having authority from the Referrer's Employer to make a Referral, there is no limit to the number of Referrals that can be made by each Referrer.
- 2.7. In the event that a Referred Company is sent by multiple Referrers, whichever Referrer submitted the Referral first will be deemed as the Referrer.
- 2.8. Referrer and the Referrer's Employer will be named in communication between Codestone and the Referred Company.
- 2.9. Codestone has the sole discretion at all times to determine if the Referrer qualifies for the Qualified Business Meeting Reward and the Referral Reward subject to this Agreement. The decision of Codestone is final and cannot be challenged.

### **3. REFERRAL PROCESS**

- 3.1. Subject always to the Referrer having authority from the Referrer's Employer to make a Referral, Referrer may submit Referrals to Codestone by completing the online referral form at <http://www.codestone.net/customers/customer-referral-programme/>. Information obtained by Codestone or provided to Codestone via any other method (such as oral, written or otherwise) will not be treated as Referral under this Agreement.
- 3.2. The Referrer fully understands that this Agreement is limited solely to the Referred Company detailed on the online referral form, and no other referred company or organisation.
- 3.3. Codestone will accept a Referral if:
  - 3.3.1. this Agreement is in force at the time of making the Referral (by the Referrer clicking 'I agree to these terms and conditions') and the Agreement continues to remain in force; and
  - 3.3.2. the eligibility criteria set out in Clause 2 above is satisfied and remains to be satisfied; and
  - 3.3.3. the Referral is submitted via <http://www.codestone.net/customers/customer-referral-programme/> including all mandatory information, and all information provided by the Referrer is correct.
- 3.4. Codestone will confirm acceptance or rejection of the Referral by way of a formal email from Codestone to the Referrer. In case of a rejection of a Referral, the Referrer shall not be entitled to any reward in respect of that Referral.
- 3.5. In no event shall the Referrer make:

- 3.5.1. any representation, guarantee or warranty concerning Codestone or Codestone's Products;
- 3.5.2. the Referrer acknowledges that the Referrer shall have no authority to accept any offer on Codestone's behalf or to bind Codestone in any manner whatsoever.

#### **4. QUALIFIED BUSINESS MEETING REWARD AND REFERRAL REWARD:**

- 4.1. If, as a direct result of the Referral, Codestone attends a Qualified Business Meeting with a Referred Company:
  - 4.1.1. the Referrer shall be eligible to receive the Qualified Business Meeting Reward, and:
  - 4.1.2. within 30 days of the relevant Qualified Business Meeting, Codestone shall send the Qualified Business Meeting Reward to the Referrer at the address provided by the Referrer.
- 4.2. If, following the Qualified Business Meeting, the Referred Company enters into a legally binding agreement with Codestone for the provision of Products within 12 months of the date of Referral, the Referrer will be eligible to receive a Referral Reward at the end of the first 12 months from the effective date of the contract entered into between Codestone and the Referred Company, and:
  - 4.2.1. at the end of the first 12 months from the effective date of the contract entered into between Codestone and the Referred Company, Codestone will calculate the value of the Referral Reward in respect of all Eligible Items; and
  - 4.2.2. within 30 days from the end of the first 12 months from the effective date of the contract entered into with the Referred Company, Codestone shall send the Referral Reward to the Referrer at the address provided by the Referrer.
- 4.3. The Qualified Business Meeting Reward and the Referral Reward shall be the only compensation to which the Referrer is entitled in consideration of its Referral to Codestone, and such rewards are not transferrable for money. In the event that Codestone is unable to procure the indicated reward, Codestone reserves the right to substitute a reward of commensurate value subject to the terms of this Agreement
- 4.4. The Referrer shall not have any claim towards Codestone regarding Qualified Business Meeting Rewards or Referral Rewards in respect of Referrals accepted, or where such rewards would be due to be issued by Codestone, after termination of this Agreement in accordance with Clause 9 (Termination).
- 4.5. The Qualified Business Meeting Reward and the Referral Reward are exclusive of any applicable statutory value-added tax and shall be the sole rewards provided to the Referrer by Codestone under this Agreement. Codestone shall not be responsible for payment of any income or other tax in connection with the Qualified Business Meeting Reward or the Referral Reward provided to the Referrer.
- 4.6. In the event Codestone has reason to believe that a breach of the Agreement above has occurred or may occur, Codestone may withhold a Qualified Business Meeting Reward and

/ or a Referral reward until such time as it has received confirmation to its satisfaction that no such breach has occurred or will occur. Codestone shall not be liable to the Referrer for any claims, losses or damages whatsoever related to its decision to withhold such rewards under this provision.

## **5. BRIBERY AND CORRUPTION:**

- 5.1. Each party shall comply with applicable anti-bribery laws, including without limitation the Bribery Act 2010 (as amended from time to time), and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption.
- 5.2. Without limiting Clause 5.1, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the UK or elsewhere.
- 5.3. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements of this Clause 5.

## **6. DATA PROTECTION:**

- 6.1. Referrer warrants that it is authorised and entitled to provide any data or information about the Referred Company to Codestone for the purposes of referring the Referred Company via the Customer Referral Scheme, and for Codestone's use.
- 6.2. Use of such data or information by Codestone may include but shall not be limited to any marketing efforts (email, phone, mail contact) required to pursue the opportunity, and the Referrer shall obtain the approval of the Referred Company in accordance with the applicable data protection law prior to Codestone's aforementioned usage of any data or information provided to Codestone via the Customer Referral Scheme.
- 6.3. Where the consent of a third party or an individual is required, the Referrer shall ensure that such consent is given.

## **7. CONFIDENTIALITY:**

- 7.1. Except as specifically provided herein, the existence and terms of this Agreement shall remain strictly confidential and neither party shall make any public comments with respect thereto.
- 7.2. Notwithstanding the foregoing, the Referrer and Codestone shall not be prohibited from discussing with any Referred Company the material terms of this Agreement and being completely open and transparent about the relationship between the Referrer and Codestone.

## **8. LIABILITY:**

- 8.1. Except as referred to in Clause 8.3 and subject to Clause 8.2, the aggregate liability of Codestone in respect of all claims arising under or in connection with this Agreement or the legal relationship established by this Agreement (whether in contract, tort or otherwise) shall be limited so that it shall in no circumstance exceed the value of the

Qualified Business Meeting Reward and Referral Reward that the Referrer would be eligible to receive under this Agreement.

- 8.2. Codestone shall not in any circumstance (other than those referred to in Clause 8.3) be liable for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data or for any indirect, incidental, consequential or special loss or damage.
- 8.3. Nothing in this Agreement shall exclude or limit Codestone's liability for death or personal injury resulting from negligence or in relation to any claim based on fraud, criminal act or a breach of the obligations imposed by s.12, Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982.
- 8.4. The terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations concerning the Products which might, but for this Clause, have effect between Codestone and the Referred Company or would otherwise be implied or incorporated into this Agreement or considered to take effect as a collateral contract, whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.

## **9. TERMINATION:**

- 9.1. Codestone may terminate this Agreement with immediate effect in the event that:
  - 9.1.1. the Referrer has breached material provisions of the Agreement; material provisions are without limitation the obligations under Clauses 2, 3.5, 6, 7 and 10.4; or
  - 9.1.2. a party fails to comply with a contractual obligation under the Agreement in any other way and, if any remedy or cessation of this violation of obligation is possible, does not refrain from such violation within 10 days after being requested to do so by the other party.

## **10. GENERAL:**

- 10.1. Codestone reserves the right to withdraw the Customer Referral Scheme or amend the terms and conditions of this Agreement for any reason by giving 7 days' notice (which may be communicated by email). Subject always to these terms, this shall not affect any Qualified Business Meeting Reward or Referral Reward which becomes due before such withdrawal or amendment is made. No other variation of this Agreement may be made by the Parties.
- 10.2. Any notice which either party is required to give to the other under this Agreement shall be made in writing and served on the other party at its registered address (for Codestone), the address provided by the Referrer (for the Referrer) either by (a) hand, (b) recorded delivery, or (c) electronic mail transmission confirmed by recorded delivery within 24 hours of transmission.
- 10.3. This Agreement is the complete agreement between the parties in respect of the Customer Referral Scheme and replaces any and all prior oral or written communications

between the parties relating to the same. There are no other conditions, understandings, agreements, representations or warranties, expressed or implied, which are not specified herein.

- 10.4. The Referrer must comply with all national and local laws and regulations which are applicable to activities pursuant to this Agreement.
- 10.5. If one or several provisions of this Agreement are or become invalid this shall not affect the validity and enforceability of the remaining provisions. The parties agree to replace an invalid or unenforceable provision by a valid and enforceable provision, which (from an economic point of view) comes closest to such provision.
- 10.6. A failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of that right or remedy. If an effective waiver of a breach of any of the terms of this Agreement is made, that waiver shall not constitute a waiver in respect of any other breach.
- 10.7. No delay, failure or default in the performance of any obligation under this Agreement shall constitute a breach of contract to the extent caused by circumstances beyond the reasonable control of the party whose performance is affected.
- 10.8. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 10.9. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.