

Saberr Ltd
Summary of referral partner scheme

As a Saberr Ambassador you can earn commission on sales from any successful referral of Saberr Base or CoachBot

- When you refer a potential customer to Saberr, we'll record the details of that referral in our tracking system.
- If Saberr enters into a contract to supply the *Base* and/or *CoachBot* to that customer during the following year, you'll be entitled to commission.
- If such a customer enters into any further contract with Saberr whilst that first contract subsists, you'll also be entitled to commission in respect of the further contract.
- Commission is 10% of all payments Saberr receives from the customer for Base and CoachBot usage (excluding taxes).
- Commission will be paid on fees paid to Saberr during the 24 months following the start of the relevant customer contract. After that, you will cease to be entitled to commission for that customer.
- Saberr will generate your invoices under a self-billing arrangement.
- Commission will be paid to you quarterly.

For full details of our referral partner scheme, see our referral partner terms and conditions.



Saberr Ltd
Referral Partner Terms and Conditions

Please read these terms and conditions carefully, as they set out our and your legal rights and obligations in relation to our referral partnership programme. You will be asked to agree to these terms and conditions before becoming a partner.

1. Definitions

In the Agreement:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means the agreement between Saberr and the Partner relating to Referrals incorporating these terms and conditions and the Partner Commercial Terms, and any amendments to the Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means between 08:00 and 18:00 London time on a Business Day;

"Commission" means the amounts which may be payable by Saberr to the Partner in respect of a Referral leading to a Customer Contract, which shall be equal to the Commission Percentage applied to the Customer Fees actually paid by the Customer to Saberr in cleared funds during the Commission Period (and not refunded by Saberr);

"Commission Percentage" means 10% (or such other percentage as may be specified as such in the Partner Commercial Terms);

"Commission Period" means the period of 24 months (or such other period as may be specified in the Partner Commercial Terms) that commences on the relevant Customer Contract Date;

"Confidential Information" means the Partner Confidential Information and the Saberr Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** will be construed accordingly);

"Customer" means an end customer for the Services;



"Customer Contract" means a contract between Saberr and a Customer for the provision of the Services;

"Customer Contract Date" means the date when Saberr and a Customer enter into a contract for the provision of the Services, whether through the execution of a hard-copy agreement by the parties, or the acceptance by the Customer of Saberr's online customer agreement;

"Customer Fees" means amounts paid and payable by a Customer to Saberr in respect of the Services under a Customer Contract, exclusive of VAT;

"Effective Date" means:

- (a) if the Partner submits an online Partner Commercial Terms form, then the date, on or following the date of that submission, that Saberr sends to the Partner a written notice confirming that the Agreement has come into force; or
- (b) if the parties sign a hard-copy Partner Commercial Terms form, then the date specified on that form;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, denial of service attacks, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Partner" means the legal person specified as such in the Partner Commercial Terms;

"Partner Commercial Terms" means the partner commercial terms page, whether in paper or electronic form, made available by Saberr to the Partner that has been signed or otherwise agreed by or on behalf of each party;



"Partner Confidential Information" means any information disclosed (whether disclosed in writing, orally or otherwise) by the Partner to Saberr during the Term that at the time of disclosure: (i) was marked as "confidential", (ii) was described by the Partner as "confidential", or (iii) should have been understood by Saberr to be confidential;

"Referral" means a referral of a Customer by the Partner made in accordance with Clause 4.1;

"Saberr" means Saberr Limited, a company incorporated in England and Wales (registration number 08388093) having its registered office at c/o Seedcamp, Google Campus, 5 Bonhill Street, London EC2A 4BX;

"Saberr Confidential Information" means:

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by Saberr to the Partner during the Term that at the time of disclosure: (i) was marked as "confidential", (ii) was described by Saberr as "confidential", or (iii) should have been understood by the Partner to be confidential; and

(b) the financial terms and conditions of the Agreement;

"Services" means the provision of the Software as a hosted service by Saberr to the Customer;

"Software" means the Saberr *Base* and *CoachBot* software; and

"Term" means the term of the Agreement.

2. Interpretation

2.1 In the Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

2.2 References in the Agreement to "Clauses" are to the clauses of the Agreement.

2.3 The Clause headings do not affect the interpretation of the Agreement.



2.4 In the Agreement general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

2.5 In the event of a conflict between the Partner Commercial Terms and these terms and conditions, the Partner Commercial Terms shall take precedence over these terms and conditions.

3. Agreement

3.1 The Agreement shall come into force on the Effective Date.

3.2 The Agreement shall continue in force indefinitely, unless and until terminated in accordance with its express terms.

4. Referrals

4.1 To make a referral, the Partner must send an email to Saberr (specifying the identity of a potential Customer) to ambassador@saberr.com or such other email address as Saberr may notify to the Partner from time to time.

4.2 Saberr shall maintain a referral tracking system during the Term, and subject to Clause 4.3 a Customer or potential Customer shall be attributed to the Partner in the referral tracking system in the following circumstances and for the following periods:

(a) if the Partner sends to Saberr an email in accordance with Clause 4.1 identifying the potential Customer and Saberr expressly agrees to the registration of that potential Customer, then that potential Customer will be attributed to the Partner for a period of 12 months following the date of registration by the system; and

(b) if a potential Customer becomes a Customer whilst it is attributed to the Partner by the system, then that Customer will remain attributed to the Partner for such continuous period as it remains a Customer of Saberr.

4.3 Saberr reserves the right to accept, qualify or reject requests to register Customers and potential Customers in its sole discretion; and, without limiting this right, the Partner acknowledges that particular requests to register a Customer or potential Customer that is:



- (a) already registered by the referral tracking system to Saberr or a third party; or
 - (b) already listed in Saberr's customer relationship management system,
- will be rejected.

5. Commission

- 5.1 If Saberr has attributed a Customer to the Partner using its referral tracking system at the date that the relevant Customer Contract is entered into, then Saberr will pay the Commission to the Partner in respect of that Customer Contract in accordance with this Clause 5.
- 5.2 In respect of each Customer Contract, within a 30 day period following the end of each calendar quarter (ending at the end of March, June, September and December) Saberr will account to the Partner in respect of all Commission accrued during that quarter, unless the amount due is less than GBP 100, in which case the Commission may be held over to the next accounting date.
- 5.3 If the Partner is registered for VAT in the EU as at the Effective Date, the Partner must provide its valid EU VAT number to Saberr promptly following the Effective Date.
- 5.4 The parties agree to the following self-billing arrangement:
 - (a) Saberr shall issue to the Partner self-billing invoices in respect of all Commission, at or around the same time as Saberr accounts to the Partner for that Commission;
 - (b) Saberr shall complete self-billing invoices showing the Partner's name and address, and where applicable the Partner's VAT registration number and all other details required to constitute a full VAT invoice;
 - (c) if the Partner is registered for VAT in the EU, the parties shall make a new self-billing arrangement in the event that Saberr's VAT registration changes;
 - (d) Saberr shall inform the Partner if the issue of self-billing invoices is outsourced to a third party;
 - (e) the Partner must inform Saberr immediately in the event that the Partner transfers its business in whole or part as a going concern;



(f) the Partner must inform Saberr immediately in the event that the Partner ceases to be registered for VAT in any EU member state or becomes registered for VAT under another VAT number in any EU member state; and

(g) the Partner must not raise VAT or any other invoices for supplies under or relating to the Agreement.

5.5 All Commission amounts stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise. Where applicable, VAT will be payable by Saberr to the Partner in addition to the principal amounts. For the avoidance of doubt, no VAT will be payable by Saberr to the Partner in respect of the Commission in the event that the Partner is registered for VAT in the EU (excluding the UK).

5.6 If Saberr does not pay any Commission properly due to the Partner under or in connection with the Agreement, the Partner may claim interest from Saberr on the Commission due at the rate of 4% per annum above the Bank of England base lending rate from time to time, such interest to accrue daily and be compounded at the end of each calendar month.

5.7 From time to time Saberr may enable the Partner to nominate a charity, approved by Saberr, to which the Commission should be paid. In these circumstances:

(a) Saberr will pay any Commission that would otherwise have been due to the Partner to that charity instead; and

(b) the Partner will have no right to be paid Commission under this Agreement.

6. Partner obligations

6.1 Each party shall:

(a) comply with all applicable laws and regulations in the making and receipt of Referrals;

(b) not do any thing which would or would be likely to have a negative impact upon the reputation or goodwill of the other party or bring the other party into disrepute;

(c) if it is subject to a change of Control, promptly inform the other party;



- (d) not entice or attempt to entice away any customers of the other party, either during the Term or for a period of 12 months after the termination of the Agreement; and
- (e) not entice or attempt to entice away any employees from the other party, either during the Term or for a period of 12 months after the termination of the Agreement.

6.2 The Partner must not:

- (a) represent to any person that it has the authority to negotiate contracts or enter into contracts on behalf of Saberr;
- (b) pledge or purport to pledge Saberr's credit;
- (c) commit or purport to commit Saberr to any contracts; or
- (d) otherwise incur any liability or potential liability on behalf of Saberr.

7. No exclusivity

7.1 For the avoidance of doubt, unless Saberr agrees otherwise in writing, the Partner shall have no exclusivity in relation to Referrals.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights in the Services and the products of the Services shall be owned by, and shall remain the exclusive property of, Saberr.

8.2 Any rights not expressly granted in the Agreement are reserved to Saberr. The only rights that the Partner shall have in relation to the Services and the products of the Services shall be as set out expressly in the Agreement.

9. Confidentiality

9.1 Saberr will:

- (a) keep confidential and not disclose the Partner Confidential Information to any person save as expressly permitted by this Clause 9; and
- (b) protect the Partner Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and



safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.2 The Partner will:

- (a) keep confidential and not disclose Saberr Confidential Information to any person save as expressly permitted by this Clause 9; and
- (b) protect Saberr Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

9.4 The obligations set out in this Clause 9 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Partner Confidential Information that is in possession of Saberr prior to disclosure by the Partner, and Saberr Confidential Information that is in possession of the Partner prior to disclosure by Saberr;
- (c) Partner Confidential Information that is received by Saberr, and Saberr Confidential Information that is received by the Partner, from an independent third party who has a right to disclose the relevant Confidential Information; or
- (d) Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

10. Warranties

10.1 Each party warrants to the other party:



- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and
- (b) that it will perform its obligations under the Agreement with reasonable care and skill.

10.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

11. Limitations and exclusions of liability

11.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in the Agreement:

- (a) are subject to Clause 11.1; and
- (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

11.3 Neither party will be liable to the other party in respect of any loss of profits, income, revenue, use, production or anticipated savings.

11.4 Neither party will be liable to the other party for any loss of business, contracts or commercial opportunities, or for any business interruption.



- 11.5 Neither party will be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 11.6 Neither party will be liable to the other party for any losses arising out of a Force Majeure Event.
- 11.7 The liability of each party to the other under or in relation to any event or series of related events shall not exceed the total Commission paid and payable during the 12 month period immediately preceding the commencement of the event or events.
- 11.8 The aggregate liability of each party to the other under or in relation to the Agreement will not exceed GBP 100,000.

12. Force Majeure Event

- 12.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

13. Termination

- 13.1 Either party may terminate the Agreement by giving to the other party at least 30 days' written notice of termination.
- 13.2 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party commits any material breach of any term of the Agreement, and:
- (a) the breach is not remediable; or
 - (b) the breach is remediable, but the other party fails to remedy the breach within 7 days of receipt of a written notice requiring it to do so.
- 13.3 Either party may terminate the Agreement immediately by giving written notice to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;



- (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 13.4 If there is a change of Control of the Partner, then Saberr may terminate the Agreement by giving to the Partner at least 30 days' written notice of termination.

14. Effects of termination

- 14.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 5.6, 9, 11, 14 and 16.
- 14.2 Termination of the Agreement will not affect either party's accrued liabilities or rights as at the date of termination.
- 14.3 The accrual of Commission due to the Partner under Clause 5 in respect of a contract between Saberr and a Customer will cease immediately upon the termination of this Agreement.

15. Notices

- 15.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be sent by email, delivered personally or sent by recorded signed-for post or courier:



- (a) in the case of notices given by the Partner to Saberr, marked for the attention of "Accounts" to:

The Company Secretary
Saberr Ltd
c/o Seedcamp
Google Campus
5 Bonhill Street
London
EC2A 4BX
hq@saberr.com

- (b) in the case of notices given by Saberr to the Partner, marked for the attention of the relevant person and to the relevant address or email set out in the Partner Commercial Terms,

or as otherwise notified by one party to the other in accordance with this Clause.

15.2 A notice will be deemed to have been received at the time of delivery, or where such time is not within Business Hours, when Business Hours next begin after the time of delivery, save that:

- (a) if a party receives a notice by email, the recipient must promptly acknowledge receipt of that notice; and
- (b) a notice sent by email will only be deemed to have been received when the recipient party sends its acknowledgement of receipt in accordance with Clause 15.2(a) (for the avoidance of doubt such an acknowledgement will not require a further acknowledgement under this Clause).

16. General

16.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

16.2 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in



effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

16.3 Notwithstanding the use of the term "Partner" in the Agreement, nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

16.4 The Agreement may only be varied:

- (a) by Saberr giving to the Partner at least 30 days' written notice of a variation, providing that the Partner may then terminate the Agreement at any time during the period of 7 days following the giving of that notice by Saberr; or
- (b) by a written document signed by or on behalf of each of the parties.

16.5 The Partner hereby agrees that Saberr may freely assign all of its contractual rights and obligations under the Agreement to any Affiliate of Saberr or any successor to all or a substantial part of the business of Saberr from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

16.6 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party; and the rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

16.7 Subject to Clause 11.1:

- (a) the Agreement constitutes the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.



16.8 The Agreement will be governed by and construed in accordance with the laws of England; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

