REFERRAL PARTNER

Partner Specific Terms

Unless otherwise expressly stated herein, capitalised terms used in these Partner Specific Terms shall have the meaning ascribed to them in the OUTPOST24 MASTER PARTNER AGREEMENT (the "**Agreement**").

These Partner Specific Terms apply where the Partner is appointed as a referral partner under the Agreement and apply to Partner solely in that capacity.

The Partner may market the Services in the Territory and refer potential End Customers to Outpost24 in accordance with the Agreement and these Partner Specific Terms , using only marketing materials and information approved by Outpost24. The Partner acts solely as a referral partner and has no authority to bind Outpost24 or to make any representation, warranty, commitment or promise on behalf of Outpost24.

The Partner shall not sell, license, issue or modify quotations, negotiate or accept orders, collect payments or enter into or amend any agreement relating to the Services on behalf of Outpost24. The Partner may, where expressly authorised by Outpost24, forward an unmodified quotation approved by Outpost24 to a potential End Customer.

Outpost24 may, in its sole discretion, decide whether and on what terms to pursue, accept or reject any referred opportunity and shall have no obligation to enter into an agreement with any potential End Customer. If Outpost24 accepts an opportunity, Outpost24 shall contract directly with the relevant End Customer. The Partner shall register referral opportunities in the manner notified by Outpost24 from time to time. Outpost24 may accept or reject any such registration at its discretion.

Subject to the Agreement the Partner shall be entitled to a referral commission, agreed on between the Parties in a separate document, on the net amounts actually received by Outpost24 in respect of the initial End Customer subscription, licence or services agreement entered into during the term of the Agreement as a direct result of a referral accepted by Outpost24. No commission shall be payable where, at the time of the referral, the potential End Customer is an existing customer of Outpost24 or the relevant opportunity is already known to or actively pursued by Outpost24 or another partner.

Unless otherwise expressly agreed in writing, no commission shall be payable in respect of renewals, extensions, expansions, add-ons, taxes, duties, discounts, credits, refunds, rebates, chargebacks or amounts not actually received and retained by Outpost24.

Referral commission shall accrue only as and when Outpost24 receives the corresponding payment from the End Customer and shall be payable on or before the last day of the following month, subject to the Partner providing a valid invoice (unless another payment model is agreed). If an amount on which commission has been paid is subsequently duly refunded, credited or charged back, Outpost24 may deduct the corresponding overpayment from future commissions or require the Partner to repay it.

Outpost24 shall only be required to make a commission payment once the accrued amount reaches EUR 250 or USD 250, as applicable. Any lower accrued amount shall be carried forward until the applicable threshold is reached. No interest shall accrue on unpaid or carried-forward amounts.