
REFERRAL AGREEMENT

Effective as of 26th September 2024

This Referral Agreement sets forth the obligations between you (the “Introducer”) and Klevu Oy a Finnish limited liability company (“Klevu”) relating to the introduction of clients from your network.

PLEASE READ THIS AGREEMENT CAREFULLY. BY PROVIDING KLEUVU WITH PROSPECTIVE NEW CLIENTS THROUGH THIS ONLINE MECHANISM YOU (THE “INTRODUCER”) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

WHEREAS:

- (1) Klevu is a provider of Product Discovery services.
- (2) The Introducer has a number of contacts that may be interested in purchasing Klevu’s services.
- (3) Klevu wishes to be introduced to such contacts and is willing to pay to the Introducer a commission, as set out in this Agreement, if any such contacts enter into contracts to purchase Klevu’s services as a result of such an introduction.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Applicable Contract”	means a contract between Klevu and a Prospective Client for at least \$/€600 a month recurring revenue that has been Introduced by the Introducer for the provision of services;
“Business Day”	means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
“Introduction”	means the provision to Klevu of the contact details of a Prospective Client. This definition applies equally to “Introduce” “Introduced” and “Introducing”;
“Introduction Commission”	means the sum(s) payable by Klevu to the Introducer as set out in Clause 5;

“Introduction Date”	means the date on which the Introducer first Introduces Klevu to a Prospective Client via the online form;
“Net Income”	means the income received by Klevu from an Applicable Contract after the deduction of value added tax and any and all other relevant taxes;
“Prospective Client”	means any organisation who is not an existing client of Klevu and with whom Klevu has had no dealings in the past 12 months and has not been referred to Klevu within the last 12 months by any other partner of Klevu.
“Term”	means the term of this Agreement as defined in Clause 8; and

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time
 - 1.2.2 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. **Appointment of the Introducer**

- 2.1 Klevu hereby appoints the Introducer to identify Prospective Clients and Introduce them to Klevu as specified in Clause 3 and in accordance with the remainder of this Agreement.
- 2.2 The Introducer shall have no authority or capacity whatsoever to bind Klevu in any way or incur any form of liability on Klevu’s behalf (including, but not limited to entering into contractual relationships) and shall not hold itself out as having any authority or capacity to do so.
- 2.3 The Introducer shall not, without the express written agreement of Klevu, have any authority or capacity to enter into any form of negotiations (pre-contractual or otherwise) on Klevu’s behalf.
- 2.4 The Introducer shall, in all dealings with Prospective Clients, ensure that such Prospective Clients are aware that the Introducer is representing Klevu in its capacity as an Introducer and that it does not have any other form of relationship with Klevu.

3. Introductions

- 3.1 The Introducer shall Introduce any and all Prospective Clients to Klevu by providing full details thereof via the online form, such details to include:
 - 3.1.1 The full name of the Prospective Client (including the name of the Introducer's contact if the Prospective Client is not an individual person)
 - 3.1.2 Contact details for the Prospective Client including, but not limited to, telephone number(s), email address(es) and postal address
 - 3.1.3 A brief description of the Prospective Client including a list of websites
- 3.2 The Introducer shall not make any statements, claims, representations or warranties with respect to the services supplied by Klevu that are not made by Klevu in its own promotional and sales literature.

4. Klevu's Obligations

- 4.1 After an Introduction has been made, Klevu shall use reasonable endeavours to come to an agreement with a Prospective Client for the purpose of forming an Applicable Contract. In the event that such an agreement is reached, Klevu shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client

5. Introduction Commission and Payment

- 5.1 The Introduction Commission, calculated in accordance with the provisions of this Clause 5, shall be paid as follows:
 - 5.1.1 \$150 paid when a demo has been successfully completed with the Prospective Client
 - 5.1.2 A further \$350 paid when an Applicable Contract is signed with the Prospective Client
- 5.2 Introduction Commission payments shall be paid within 30 days of the respective demo completion date and/or Applicable Contract start date. In exceptional circumstances Introduction Commissions may be paid up to 3 months after the demo completion date and/or Applicable Contract start date.
- 5.3 For the avoidance of doubt, if a Prospective Client's Net Income grows over time NO further Introduction Commission shall be due to the Introducer
- 5.4 Where the Introducer is an individual (not a legal entity) the Introducer may be obliged to disclose the value of the Introduction Commission to their respective local tax authority and pay tax on the value received. In the event of tax being due, the Introducer confirms he/she shall pay all tax due to the relevant authority.
- 5.5 In order to be paid the Introducer must share bank details with Klevu via the

online mechanism. In the event bank details are not shared with Klevu within 1 month of the Introduction Commission being payable (ie the demo completion date and/or Applicable Contract start date) Klevu reserves the right to NOT pay an Introduction Commission to the Introducer.

6. **Anti-Bribery Provisions**

- 6.1 Neither Party shall offer, request, agree to receive or accept anything that may constitute a bribe including, but not limited to, financial incentives and disproportionately lavish hospitality (or promises thereof) designed to induce, reward or constitute improper performance by the Party concerned of its obligations.
- 6.2 Each Party shall ensure that adequate procedures are in place to prevent any associated persons from bribing another person with the intention of obtaining or retaining business, or obtaining or retaining an advantage in the conduct of business, for that Party insofar as any actions of such associated persons relate to this Agreement.

7. **Force Majeure**

- 7.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8. **Term and Termination**

- 8.1 This Agreement shall come into force on the Introduction Date and shall continue in force until either party terminates the agreement by providing no less than 1 months written notice.
- 8.2 The rights to terminate this Agreement given by this Clause 8 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

9. **Effects of Termination**

Upon the termination of this Agreement for any reason:

- 9.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable
- 9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect

(This shall include, but not be limited to, Klevu's obligation to pay to the Introducer any Introduction Commission resulting from the formation of Applicable Contracts)

- 9.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination
- 9.4 subject as provided in this Clause 9 and except in respect of any accrued rights neither Party shall be under any further obligation to the other

10. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

11. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

12. Assignment and Sub-Contracting

12.1 Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

13. Relationship of the Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

14. Notices

14.1 All notices under this Agreement shall be in email and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

14.2 Notices shall be deemed to have been duly given on the day of receipt at legal@klevu.com

15. Entire Agreement

15.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

15.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

16. Change of Agreement

Klevu may amend these terms and conditions at any point without providing notice to the Introducer. Amended terms and conditions shall carry an “effective from” date and shall be effective from that date.

17. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

18. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

19. Law and Jurisdiction

19.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

BY PROVIDING KLEUVU WITH PROSPECTIVE NEW CLIENTS THROUGH THIS ONLINE MECHANISM, INTRODUCER ACKNOWLEDGES THAT INTRODUCER HAS READ THESE TERMS, UNDERSTOOD THEM, AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS