

SYSPRO REFERRAL & SALES LEAD BUSINESS PARTNER AGREEMENT

This REFERRAL AND SALES LEAD BUSINESS PARTNER AGREEMENT has been entered by and between

1. SYSPRO [XXXXXXXX], a company incorporated under the laws of [INDICATE COUNTRY], and having its principal offices at [ADDRESS, ZIP CODE, CITY, COUNTRY] ("**SYSPRO**");

and

2. [PARTNER NAME], a company incorporated under the laws of [INDICATE COUNTRY], having its principal offices at [ADDRESS, ZIP CODE, CITY, COUNTRY] ("**Partner**").

The effective date of this Referral Agreement is the date of signature by SYSPRO ("**Agreement Effective Date**").

1. WHEREAS

- 1.1 The SYSPRO products covered by this Referral Agreement are SYSPRO ERP software hereto, (the "**SYSPRO Products**").
- 1.2 The geographical scope of this Referral Agreement shall be Australasia ("**Territory**").
- 1.3 The prospective customer target group ("**Customer Target Group**") shall be companies conducting business in the manufacturing and distribution sector.
- 1.4 ("**Commissionable Period**") means, in respect of a commissionable lead, a period of one (1) year from your submission of the lead for such commissionable lead.
- 1.5 ("**Lead Referral Revenue**") means any payments actually received by SYSPRO from a commissionable lead for the first year's fees under a subscription agreement or other order document between SYSPRO and the commissionable lead entered into during the commissionable period for the commissionable lead's first order of a commissionable product, minus any taxes, subsequently credited charges, write offs, refunds or charge backs. For the avoidance of doubt, lead referral revenue does not include any amounts received for follow-up orders, additional sales, renewals or for products or services that are not commissionable products at the time of the relevant referral confirmation, such as professional services, support services, training services or third party software products purchased by a commissionable lead, nor does it include amounts that are owed by the commissionable lead but have not actually been received by SYSPRO.

2. LIMITATIONS ON ACTIVITIES

- 2.1 Limitations on Activities. Your activities under this Referral Agreement shall be limited as follows:
 - 2.1.1 You shall conduct all of Your business in Your own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws (as set forth in Section 8.6), and not perform any act which would or might reflect adversely upon the Products or the business, integrity or goodwill of SYSPRO.
 - 2.1.2 You shall not be, or purport to be, authorized to legally represent SYSPRO or to conduct negotiations on behalf of SYSPRO. You shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of SYSPRO or register this Agreement under local registered agency law nor shall SYSPRO be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.
 - 2.1.3 You shall not use any trademarks, names or other identifiers owned or used by SYSPRO ("**Marks**"), except that You may refer to SYSPRO and the Products in conversations and written correspondence with potential customers in the same manner as SYSPRO does in its own marketing materials and website. Any other use of Marks (e.g., on Your website) has to be designed in compliance with SYSPRO trademark usage guidelines, including but not limited to marketing guidelines and be pre-approved by SYSPRO in writing.
 - 2.1.4 You are an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create a principal-agent or employer-employee relationship; or (c) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking.
 - 2.1.5 All financial and other obligations associated with Your business are solely your responsibility. As an independent contractor, the mode, manner and method used by You shall be under Your sole control and You shall be solely responsible for risks incurred in the operation of Your business and the benefits thereof. You shall bear all of Your own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by SYSPRO.

- 2.1.6 You shall not make any representations or other statements about Products, prices or business practices, except that You shall forward to potential customers (i) unmodified marketing materials provided by SYSPRO and (ii) references to SYSPRO's standard conditions of sale, as published by SYSPRO on its website or otherwise.
- 2.2 No License. You acknowledge and agree that no license is granted under this Agreement to use or access any Products, any of SYSPRO's proprietary technologies embodied therein, or any data, information or other content provided thereby. As between the parties, SYSPRO retains all right, title and interest in and to the Products and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and You acknowledge that You neither own nor acquire any rights in or to the Products.
- 2.3 Nonexclusive Referral Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the Parties. Each Party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once You establish a Commissionable Lead (defined below) with SYSPRO, You will not refer a direct competitor of SYSPRO to such Commissionable Lead. You will not enter into an agreement with a third party the effect of which would prohibit your submission of a Proposed Lead (defined below) pursuant to this Agreement

3. REFERRALS

- 3.1 Submission of Leads. You shall identify each potential customer ("**Proposed Lead**") and relevant commercial conditions relating to such Proposed Lead in an email. At SYSPRO's request, You shall (a) supply any additional information reasonably requested by SYSPRO, (b) discuss each completed lead submission in detail with SYSPRO, and (c) assist SYSPRO in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.
- 3.2 Acceptance of Leads. Within a reasonable period of time following Your submission of a proposed lead, SYSPRO shall review the lead to determine whether to accept the Proposed Lead as commissionable under Section 4.1 below, or reject the Proposed Lead pursuant to this Section 3.2 and will provide You with a written (including e-mail) notification of its acceptance or rejection of a Proposed Lead ("**Referral Confirmation**"). SYSPRO will be under no obligation to accept any lead submitted by You and may reject or decline to accept lead for any or no reason at its sole discretion, including, without limitation, because:
- 3.2.1 the Proposed Lead was an existing customer of SYSPRO's at the time of submission of the lead;
- 3.2.2 SYSPRO was already involved in preliminary or advanced discussions relating to the sale of a SYSPRO solution to the Proposed Lead at the time of submission of the lead;
- 3.2.3 a lead (or similar document) has previously been submitted to SYSPRO by You or any third party with respect to the Proposed Lead;
- 3.2.4 the Proposed Lead (a) does not meet SYSPRO's credit requirements, or (b) is on a list of restricted or prohibited parties issued by the government or any other jurisdiction
- 3.2.5 the Proposed Lead is located outside the Territory or is located in an area in which SYSPRO has an exclusive arrangement for the sale of Products or which SYSPRO is otherwise prohibited by agreement from accepting.
- 3.3 Pursuit of Leads by SYSPRO. The method of contacting and following up with Proposed Leads will be determined in SYSPRO's sole discretion.

4. COMMISSIONS

- 4.1 Commissionable Leads. A Proposed Lead qualifies as commissionable ("**Commissionable Lead**") only if:
- 4.1.1 You have submitted the Lead in accordance with Section 3.1; and
- 4.1.2 SYSPRO has accepted the Proposed Lead as a Commissionable Lead (i.e., not rejected the Proposed Lead as set forth in Section 3.2, or otherwise).
- 4.2 Commissions and Payment. Subject to Your compliance with all terms and conditions of this Agreement, SYSPRO will pay you commissions equal to ten percent (10%) of lead referral SYSPRO software revenue. Commission payments (less any applicable withholding taxes) will be due on the last day of the month following the quarter in which SYSPRO receives payment for the lead referral revenue.
- 4.3 Modifications. SYSPRO may modify the lead submission process and the lead commission and conditions relating to commissions upon thirty (30) calendar days written notice. Such changes will only affect leads submitted after said thirty (30) day period.

- 4.4 Commissions After Termination. Except in the event of termination for breach by You, SYSPRO will continue to pay You commissions for the duration of the applicable referral payment period in accordance with Section on Lead Referral Revenue received following termination of the Agreement for Commissionable Leads accepted prior to such termination.
- 4.5 No Other Payments. Except as expressly provided in this Section, you are not entitled to any fees, reimbursements or other payments. You shall promptly refund to SYSPRO any overpayments (e.g. Referral fees on lead referral revenue that was reduced due to returns by the customers).

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated.
- 5.2 Termination for Convenience. This Agreement may be terminated by either party for any or no reason upon written notice to the other party thirty (30) days prior to the desired termination date (or with such minimum advance notice as required by mandatory applicable law). Neither party shall have any expectation as to the minimum term of this Agreement.
- 5.3 Termination for Cause. Either party may terminate this Agreement, effective immediately, (a) in the event of a material breach by the other party, which the other party fails to cure within five (5) business days of receipt of a written request to cure from the other party, or (b) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute. If, at the time of Your acceptance of this Agreement or any time thereafter, SYSPRO would be prohibited from doing business with You, this Agreement shall automatically be null and void.
- 5.4 Effect of Termination. Sections 2, 4.4, 5.4, and 6 shall survive termination of this Agreement. Upon termination of this Agreement for any reason, you shall immediately cease the use of all SYSPRO brochures, literature, documentation and other materials within Your control and shall return such materials to SYSPRO within ten (10) business days. Except as provided in Section 4.5, You shall have no rights or claims against SYSPRO in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, You hereby irrevocably waive any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

6. INDEMNIFICATION

- 6.1 You shall defend and indemnify SYSPRO from and against any and all third party claims against SYSPRO arising out of any act, default, misrepresentation or any omission on Your part (including, without limitation, negligence and breach of this Agreement), or any of Your agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

7. LIMITATION OF LIABILITY

- 7.1 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SYSPRO WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS SECTION IS SEVERABLE AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. MISCELLANEOUS

- 8.1 Governing Law and Jurisdiction. The Laws of the State of New South Wales, Australia. The courts having exclusive jurisdiction are: The Courts of the State of New South Wales, and the courts of appeal from them. No party may object to the jurisdiction of these courts on the basis that they are an inconvenient forum.
- 8.2 No Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

- 8.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent possible to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.
- 8.4 Notices.
- 8.4.1 Except as otherwise expressly provided herein or as set forth below in 8.4.2, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given (a) by SYSPRO via mail, text, fax or email (to the address or number You provide)
- 8.4.2 Any notice required under this Agreement shall be provided to the other party in writing.
- 8.5 Assignment. You may not assign, subcontract or delegate this Agreement or any of Your rights or obligations hereunder, in whole or in part, including without limitation by operation of law, without SYSPRO's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. SYSPRO may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 8.6 Compliance.
- 8.6.1 You represent and warrant that (a) You will conduct Your business activities in a legal and ethical manner; (b) You have submitted and will submit complete and truthful information in connection with your application and all referrals; (c) You will submit all filings and obtain any approvals that may be necessary for You to perform Your obligations under this Agreement, (d) You will commit no act that would reflect unfavorably on SYSPRO; (e) You are not a party with whom SYSPRO is prohibited from doing business under export regulations and controls; and (f) You will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with Your performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws.
- 8.6.2 You will comply with all export control and anti-boycott laws and regulations of Australia. In particular, without limitation, You will refrain from (a) referring Proposed Leads that could be suspected of engaging in re-exports that would be illegal under Australian law, and (b) disclosing any technical information related to Products to prohibited persons or destinations in violation of the Australian law. You certify that neither Products nor any technical data related thereto nor the direct product thereof are intended (a) to be used for any purpose prohibited by the applicable export laws or regulations, including but not limited to nuclear proliferation, or (b) to be shipped or exported, either directly or indirectly, to any country to which such shipment is prohibited by the applicable export laws or regulations.
- 8.6.3 You acknowledge that any sums paid to You under this Agreement are for Your own account and that, except as appropriate to carry out Your duties set forth herein in a legal manner, You did not, have no obligation to, and will not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or any thing of value to any other person in connection with the performance of Your referral activities hereunder. In particular, without limitation, you agree not to take any actions that would cause You or SYSPRO to violate any anti-bribery law.
- 8.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 8.8 Entire Agreement and Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. Any amendments or renewals to this Agreement shall be invalid unless made in writing that is signed by duly authorized representatives of both parties. In the event of any additional or inconsistent terms contained in your lead submissions, Referral Confirmations or other communications, the terms and conditions in this Agreement shall prevail unless SYSPRO specifically identifies the section(s) of this Agreement that SYSPRO intends to override in a *writing signed by SYSPRO*.



This agreement has been signed in two identical copies of which the parties have taken one each.

SYSPRO:

Partner:

By: _____
Printed Name: _____
Title: _____
Address: _____

By: _____
Printed Name: _____
Title: _____
Address: _____

Date: _____

Date: _____