



Virtual Office Referral Partnership Agreement

THIS AGREEMENT is made **BETWEEN:**

(1) **COMPANY** (company registration number **XXXXXXXXXX**) whose registered office is at **ADDRESS** ("**the Client**")

AND

(2) **Virtual Headquarters Limited t/a Virtual HQ** (company registration number 09556484) whose registered office is at 4, The Stable Block Courtyard, Abbots Leigh, Bristol, England, BS8 3RA ("**the Service Provider**")

NOW IT IS HEREBY AGREED as follows: -

1 The obligation of the Service Provider

- a. **Monthly Reporting and Payment:** The Service Provider shall submit a monthly Referral Statement to the Client, listing all customers referred. The Client shall receive payment on a monthly basis, calculated at a rate of **10% of the recurring revenue**, following successful activation post-MLR compliance checks.
- b. **Referral Discount:** The Client's referrals shall be entitled to a 10% discount. To avail of this discount, the referral must either enter the coupon code "**COMPANY10%OFF**" at the checkout or provide the coupon to the sales staff during the ordering process.
- c. **Payment Processing:** All payments due to the Client shall be processed within 14 business days from the physical receipt of the invoice.
- d. **Mail Forwarding Limitations:** Please note that the Service Provider cannot forward any client mail to the Client. Mail forwarding services are exclusively provided to end users, as the end users are direct clients of the Service Provider.

2 The obligation of the Client

- a. **Recommendation of Service Provider:** The Client agrees to recommend the Service Provider to their client base when appropriate and relevant to their needs.
- b. **Coupon Usage for Discounts:** The Client shall advise their clients to use the provided coupon in order to avail themselves of any applicable discounts. It is understood that if the coupon is not utilized, no revenue shall be payable by the Service Provider.
- c. **Separate Anti-Money Laundering Compliance Checks:** The Client shall inform their clients of the requirement to complete separate Anti-Money Laundering compliance checks through the Service Provider, if applicable.
- d. **Written Permission for Content Usage:** Prior written permission must be obtained from the Service Provider before utilizing any of their content. The Client shall refrain from including any of the Service Provider's available virtual addresses on marketing materials or websites without explicit authorisation.

These terms and conditions govern the partnership between the parties and must be adhered to for the duration of the agreement.

3 Term and Termination

- a. This Agreement shall commence on the Commencement Date and may be terminated by either party upon 1 month prior written notice (including by way of read-receipted email correspondence).
- b. Either party may terminate this Agreement immediately upon written notice of a material breach of the other party which remains unresolved to the reasonable satisfaction of the terminating party for a period of thirty (30) days from the date of delivery of written notice thereof to the breaching party.

4 Liability

- a. Nothing in this agreement limits or excludes either party's liability for; death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.
- b. Either party shall not be liable to the other whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for: loss of profits, loss of sales, loss of agreements or contracts, loss of anticipated savings, loss of damage to goodwill, any indirect or consequential loss.

5 Confidentiality

- a. Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as is necessary to allow the relevant party to perform their obligations under this agreement.

6 Data Protection

- a. To the extent that the Service Provider processes personal data on behalf of the Client under this Agreement, the Service Provider shall do so only in accordance with the instructions of the Client and the Service Provider shall take all appropriate technological and organisational measures to keep the personal data secure.

8 General

- a. The Service Provider reserves the right to modify the terms and conditions of this agreement with 30 days written notice to the Client.
- b. If either the Client or the Service Provider disputes any sum payable under or pursuant to this Agreement, and the dispute cannot be resolved between them, then either of them may refer the matter for the determination of an expert. The expert is to be appointed by the parties jointly or if they do not agree on the appointment, appointed by the President of the Institute of Chartered Accountants in England and Wales on the request of either party; the fees and expenses of the expert including the cost of his nomination are to be borne equally by the parties. The expert's determination shall save in the case of manifest error, be final and binding on the parties.
- c. This agreement incorporates Schedule A, which you confirm you have read and understood.

<p>SIGNED</p> <p>Date</p> <p>Position</p> <p>For COMPANY</p>	<p>SIGNED</p> <p>Date</p> <p>Position</p> <p>for Virtual Headquarters Limited</p>
--	---