

Telcom Networks – Referral Scheme – Terms and Conditions

Please read this document (the “**Referral Terms**”) carefully as it sets out the general terms and conditions which apply to any referrals or introductions of potential customers made to Telcom by you (the “**Referral Scheme**”). You should read these Referral Terms carefully before participating in the Referral Scheme. If you do not agree to these Referral Terms, you should not participate in the Referral Scheme.

If you are a Standard Advocate (as defined below) than the terms set out in Schedule 1 apply to you in addition to the terms below.

If you are a Corporate Advocate (as defined below) than the terms set out in Schedule 2 apply to you in addition to the terms below.

Please note that these Referral Terms may be updated from time to time by Telcom (as defined below) giving notice to the Advocate (as defined below), including by email.

If you have any questions about the Referral Scheme, you should contact Telcom by telephoning the Engagement Team at 0330 122 2970 or by email to advocate@telcom.uk.

1 DEFINITIONS & INTERPRETATION

1.1 In these Referral Terms, the following terms shall have the meanings assigned to them below:

Account Manager means the individual identified as such in the Membership Agreement being the person responsible for managing the Referral Scheme for the relevant Corporate Advocate;

Advanced Referral Fee means the Referral Fees payable by Telcom to Corporate Advocates as set out in Annex 1 to Schedule 2;

Advocate means the person (acting as a sole trader), firm or company who makes an Introduction to Telcom as either a Standard Advocate or Corporate Advocates in accordance with these Referral Terms;

Business Day means day other than a Saturday, Sunday or public holiday in England where banks in London are open for business;

Building means a commercial building where the landlord or other commercial building decision maker has agreed to discuss entering into a contract with Telcom;

Closed Lead means a Qualified Lead that leads to Telcom entering into a contract with the Potential Customer for the supply of its services within a period of six (6) months from the Lead, as approved by Telcom in its sole discretion;

Company means a business end user customer who has agreed to discuss entering into a contract with Telcom;

Corporate Advocate means an Advocate who receives a guaranteed monthly Advanced Referral Fee for providing Telcom with a minimum number of Qualified Leads over a quarter as part of the Corporate Advocate Scheme;

Corporate Advocate Scheme means the Referral Scheme for Corporate Advocates;

Data Protection Legislation means any applicable law relating to the processing, privacy, and use of Personal Data (as defined in Data Protection Legislation), including (but not limited to) the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018), in each case, as updated, amended, re-enacted or replaced from time to time;

Lead means the provision to Telcom of the contact details of an employee at a Potential Customer in respect of the potential supply of services by Telcom to the Potential Customer;

Membership Agreement means the agreement entered into between Telcom and each Corporate Advocate incorporating these Referral Terms;

Parties means the Advocate and Telcom together, and the term **Party** shall be construed accordingly;

Portal means Telcom's online Referral Scheme portal through which Leads may be submitted to Telcom;

Potential Customer means a person (acting as a sole trader), firm or company that:

- a) is actively in the market seeking a business connectivity service;
- b) is not an existing customer of Telcom; and
- c) has not been introduced to Telcom by a third party within six months.

Qualified Lead means a Lead that Telcom deems, in its sole discretion, is an opportunity for a Potential Customer who requires connectivity service, with a budget and timescale for services that Telcom provide;

Referral Fee means the fee payable to the Advocate in respect of each Qualified Lead and Closed Lead as set out in Schedule 1 for Standard Advocate Members and Schedule 2 for Corporate Advocate Members;

Standard Advocate means an Advocate who receives a Referral Fee for providing Telcom with Qualified Leads and Closed Leads under the Standard Advocate Scheme;

Standard Advocate Scheme means the Referral Scheme for Standard Advocates;

Telcom means Telcom Networks Limited, a company registered in England and Wales (company number: 09085579), with its registered address at Northstar, 135-141 Oldham Street, Manchester, England, M4 1LN;

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, harmful or malicious code, and other similar things or devices.

1.2 The terms **Data Controller**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Processing** shall each have the meanings given to them in Data Protection Legislation, and the terms **Process** and **Processed** shall be construed accordingly.

1.3 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Referral Terms.

- 1.4 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include a sole trader, company, corporation, firm or partnership.
- 1.5 References to any statute or statutory provision shall include: (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.6 The words and phrases other, including and in particular shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.7 The Schedules form part of these Referral Terms and shall have effect as if set out in full in the body of these Terms. Any reference to this agreement includes the Schedules. If there is any conflict or ambiguity between the main body of the Referral Terms and the Schedules, the main body of the Referral Terms take precedence.
- 1.8 References to in writing include by e-mail and/or letter (but not by fax).

2 INTRODUCTIONS

- 2.1 The Advocate shall provide Leads to Telcom. A Lead may be submitted to Telcom either as a 'Building', or as a 'Company'.
- 2.2 There are no limits to the number of Leads that the Advocate may provide.
- 2.3 The Telcom shall have sole discretion to determine whether a Qualified Lead has been made and shall notify the Advocate in writing where a successful Qualified Lead is made.
- 2.4 Telcom shall notify the Advocate in writing where a Qualified Lead becomes a successful Closed Lead.
- 2.5 Telcom shall use reasonable endeavours to ensure that progress towards qualification of Leads can be tracked through the Portal.
- 2.6 The Advocate shall have no authority and shall not hold itself out or permit any person to hold itself out or otherwise create the impression that it is authorised to bind Telcom in any way and shall not do any act which might reasonably create the impression that the Advocate is so authorised.
- 2.7 The Advocate shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Telcom, including for the provision of the services by Telcom or the price for them, and shall not negotiate any terms for the provision of the services with Potential Customers.
- 2.8 The Telcom shall be under no obligation to:
- 2.8.1 follow up any Lead provided by the Advocate; or
 - 2.8.2 enter into a contract or provide services to any Potential Customer introduced to Telcom.

3 PORTAL ACCESS

- 3.1 Telcom grants to the Advocate a non-exclusive, non-transferable licence to use the Portal, strictly in accordance with these Referral Terms and any other terms of use issued by Telcom from time to time, until terminated in accordance with these terms.
- 3.2 Except as expressly set out in these Referral Terms or as permitted by any local law, the Advocate undertakes:

- 3.2.1 not to copy the Portal;
 - 3.2.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Portal nor permit the Portal or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.2.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Portal nor attempt to do any such things;
 - 3.2.4 not to provide, or otherwise make available, the Portal in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without the prior written consent of Telkom;
 - 3.2.5 not to transmit or allow to be transmitted any Viruses to the Portal; and
 - 3.2.6 to comply with all applicable laws and regulations in relation to use of the Portal, together with any acceptable use policy provided by Telkom from time to time.
- 3.3 The Advocate acknowledges that all intellectual property rights in the Portal throughout the world belong to Telkom, that rights in the Portal are licensed revocably and non-exclusively (and not sold) to the Advocate, and that the Advocate has no intellectual property rights in, or to, the Portal other than the right to use the Portal in accordance with these Referral Terms.
- 3.4 Telkom reserves the right to suspend the Advocate's access to the Portal at any time for any reason.

4 REFERRAL FEE AND PAYMENT

- 4.1 Where the Advocate makes a Qualified Lead, Telkom shall pay to the Advocate a Referral Fee in accordance with Schedule 1 or Schedule 2 (as applicable).
- 4.2 Where such Qualified Lead becomes a Closed Lead, Telkom shall pay to the Advocate a further Referral Fee in accordance with Schedule 1 or Schedule 2 (as applicable).

5 LIMITATION OF LIABILITY

- 5.1 This Clause 5 sets out the entire financial liability of Telkom to the Advocate in respect of any breach of these Referral Terms howsoever arising, and any representations, misrepresentations (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Referral Terms.
- 5.2 Nothing in these Referral Terms shall exclude or restrict either Party's liability for: (a) death or personal injury resulting from that Party's negligence; (b) fraud, or for fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under applicable law.
- 5.3 Subject to Clause 5.2 Telkom shall not in any circumstances be liable to the Advocate whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent) or otherwise, for: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss or corruption of data; any consequential, special or indirect losses; or any losses suffered by the Advocate arising from any claim against it by a third party for any of the above types of loss.
- 5.4 Subject to Clauses 5.2 and 5.3, Telkom's entire liability for direct losses whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited in each year to 100% (one hundred percent) of the Referral Fees paid to the Advocate under these Referral Terms in respect of that year.

6 CONFIDENTIALITY

- 6.1 In this Clause 6, “**Confidential Information**” means any information, technical data, know-how, tangible products, or materials provided by one Party to the other Party under these Referral Terms. Confidential Information shall not include any information that:
- 6.1.1 was previously known to the recipient or independently developed by the recipient without reference to the Confidential Information;
 - 6.1.2 is or becomes publicly available through no fault of the recipient;
 - 6.1.3 is disclosed by the recipient with the discloser’s prior written approval; or
 - 6.1.4 is required to be disclosed by law or regulatory authority.
- 6.2 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 permitted by Clause 6.3.
- 6.3 Each Party may disclose the other Party’s Confidential Information:
- 6.3.1 to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party’s obligations under these Referral Terms. Each Party shall procure that its employees, officers, representatives, or advisers to whom it discloses the other Party’s confidential information comply with this Clause 6; and
 - 6.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.4 No Party shall use any other Party’s Confidential Information for any purpose other than to perform its obligations under these Referral Terms.

7 DATA PROTECTION

- 7.1 Telcom shall hold and use any Personal Data relating to the Advocate in accordance with its privacy policy (which can be accessed here: www.telcom.uk/terms/privacy). The Advocate (and its relevant employees) acknowledges that it may be named or referenced in communications between Telcom and Potential Customers.
- 7.2 The Advocate shall ensure that any Personal Data transferred to Telcom (including Personal Data of Potential Customers) is transferred in accordance with Data Protection Legislation, including (where applicable) obtaining valid consent from Data Subjects to transfer their Personal Data prior to the transfer taking place.
- 7.3 The Parties agree that each Party is a Data Controller of the Personal Data exchanged under these Referral Terms and shall comply with the obligations imposed on Data Controllers under Data Protection Legislation. Each Party shall only Process any Personal Data exchanged in relation to these Referral Terms to comply with its obligations under these Referral Terms and in accordance with applicable Data Protection Legislation. Nothing in these Referral Terms shall prohibit or otherwise restrict a Party from complying with such obligations and neither Party shall take any action which puts another Party in breach of Data Protection Legislation.
- 7.4 Each Party shall notify the other Parties:
- 7.4.1 without undue delay and in any event within 7 days upon receiving a subject access or other request from a Data Subject pursuant to their rights under the Data Protection Legislation concerning Personal Data disclosed by the other Party, or which relates to any other claim, complaint or allegation relating to Personal Data disclosed to by other Party; and

7.4.2 without undue delay and in any event within 48 hours upon becoming aware of or having reasonable cause to suspect a Personal Data Breach has occurred involving Personal Data provided by the other Party,

and in each case the Parties shall co-operate with each other in handling such an event and provide reasonable assistance to the other in the discharging of their respective duties under Data Protection Legislation.

7.5 Each Party shall (at its own cost) assist the other Parties in complying with its obligations as Data Controller including by providing reasonable assistance, information and cooperation as required by Data Protection Legislation to the other Party and, if appropriate, to Data Subjects.

8 TERM AND TERMINATION

8.1 These Referral Terms shall continue in full force and effect for the duration of the Advocate's participation in the Referral Scheme.

8.2 Telcom reserves the right to withdraw or suspend the Referral Scheme at any time, without liability to the Advocate.

8.3 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate these Referral Terms without liability to the other if:

8.3.1 the other Party commits a material breach of any term of these Referral Terms (other than a failure on the part of the Advocate to make payments of sums when due) which breach is irremediable or (if such breach is remedial) fails to remedy that breach within a period of 28 days after being notified in writing to do so;

8.3.2 the other Party repeatedly breaches any of the terms of these Referral Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Referral Terms;

8.3.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

8.3.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

8.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other Party;

8.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;

8.3.7 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;

8.3.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

- 8.3.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; or
- 8.3.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 8.3.3 or Clause 8.3.9.

9 CONSEQUENCES OF TERMINATION

- 9.1 On the expiry or termination of these Referral Terms (for whatever reason):
- 9.1.1 the Advocate must immediately cease (and the Advocate shall take all necessary steps to ensure that its employees, contractors and representatives immediately cease) all use of the Portal;
- 9.1.2 any Referral Fees in respect of Standard Advocate will no longer be redeemable and will be removed from the Portal; and
- 9.1.3 any licenses granted to the Advocate by Telcom under these Referral Terms shall immediately terminate.
- 9.2 On termination or expiry of these Referral Terms, the following clauses shall continue in force and effect: 5 (*Limitation of Liability*), 6 (*Confidentiality*), 7 (*Data Protection*), 9 (*Consequence of Termination*), 10 (*Assignment*), 11 (*Entire Agreement*), 12 (*General*), 13 (*Notices*) and 14 (*Governing Law and Jurisdiction*).
- 9.3 Termination or expiry of these Referral Terms shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Referral Terms which existed at or before the date of termination or expiry.

10 ASSIGNMENT

- 10.1 The Advocate may not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under these Referral Terms without the prior written consent of Telcom (such consent not to be unreasonably withheld or delayed).
- 10.2 Telcom may (at its sole discretion) assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under these Referral Terms.

11 ENTIRE AGREEMENT

- 11.1 These Referral Terms, and any documents referred to in it, constitute the whole agreement between the parties and supersede all previous arrangements, understanding, promises, assurances, warranties, representations, and agreement between them, whether written or oral, relating to its subject matter.
- 11.2 Each of the Parties acknowledges and agrees that in entering into these Referral Terms, it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not and whether made innocently or negligently) of any person (whether Party to these Referral Terms or not) relating to the subject matter of these Referral Terms, other than as expressly set out in these Referral Terms.

12 GENERAL

- 12.1 Nothing in these Referral Terms is intended to or shall operate to create a partnership between the parties or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.2 These Referral Terms do not confer any rights on any person or party (other than the parties to these Referral Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.3 No failure or delay by a Party to exercise any right or remedy provided to it under these Referral Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.4 If any provision of these Referral Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 12.5 If any provision or part-provision of these Referral Terms is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and achieves the intended commercial result of the original provision.

13 NOTICES

- 13.1 A notice given by a Party under these Referral Terms must be in writing and may be served by personal delivery or by sending the notice by registered post or e-mail at the address given below, or at such other address as the relevant Party may give for the purpose of service of notices under these Referral Terms.
- **To Telcom :**
Address: Northstar, 135-141 Oldham Street, Manchester, England, M4 1LN
Email: advocate@telcom.uk
 - **To the Advocate:**
Address: as specified on the Portal in respect of Standard Advocates or in the Membership Agreement in respect of Corporate Advocates.
Email: as specified on the Portal in respect of Standard Advocates or in the Membership Agreement in respect of Corporate Advocates.
- 13.2 A notice is deemed to have been received if delivered personally, at the time of delivery; in the case of e-mail, at the time of sending the e-mail; or in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting.
- 13.3 To prove service, it is sufficient to prove that:
- 13.3.1 in the case of email, the email was sent to the correct e-mail address as set out above and receipt was acknowledged by return email from the email address to which it was sent, or otherwise by an authorised representative of the receiving Party; and
 - 13.3.2 in the case of post, that the envelope containing the notice was properly addressed and posted to the relevant Party.

- 13.4 The provisions of this Clause 13 do not apply to the service of any proceedings or other documents in any legal action.

14 GOVERNING LAW AND JURISDICTION

- 14.1 Any dispute or claim arising out of or in connection with these Referral Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1 – STANDARD ADVOCATE REFERRAL SCHEME

The following terms apply to members of the Standard Advocate Referral Scheme:

1. INTRODUCTION

1.1 The Standard Advocate shall provide Leads to Telcom. The Standard Advocate shall provide Telcom with details of Potential Customers via the Portal.

2. REFERRAL FEE AND PAYMENT

2.1. Where the Standard Advocate makes a Qualified Lead in relation to a Building or in relation to a Company, Telcom shall pay to the Standard Advocate £50 (fifty pounds) following written confirmation by Telcom that the Lead is a Qualified Lead.

2.2. Where a Qualified Lead made by the Standard Advocate becomes a Closed Lead, Telcom shall pay to the Standard Advocate:

a) For a Building: £450 (four hundred and fifty pounds) following written confirmation by Telcom that the Lead is a Closed Lead; or

a) For a Company: as set out in the table below following written confirmation by Telcom that the Lead is a Closed Lead:

Contract Value in Monthly Recurring Revenue	Referral Fee
Up to £499	£200
£500 - £999	£450
£1,000 +	£700

2.3. The Portal will set out the level of Referral Fees that the Standard Advocate is entitled to (“**Claimable Balance**”). The Standard Advocate shall be entitled to payment of the Claimable Balance by requesting to withdraw the Claimable Balance via the Portal.

2.4. Telcom shall be entitled to vary the Referral Fees at any time upon 3 months’ prior written notice to the Standard Advocate.

2.5. Payment will be made to the bank account notified to Telcom by the Standard Advocate via the Portal. Payment will be processed within seven (7) Business Days of the Standard Advocate making a request to withdraw the Claimable Balance via the Portal.

2.6. Where more than ten Closed Leads are made by the Standard Advocate in any one month period, the Advocate shall be entitled to additional payments in accordance with the payment tiers set out below:

Membership level	Monthly referral number	Additional payment
Silver	10 referrals per month	An extra 10% of the total Referral Fees for that month
Gold	20 referrals per month	An extra 20% more of the total Referral Fees for that month

Platinum	30 referrals per month	An extra 30% more of the total Referral Fees for that month
Titanium	40 referrals per month	An extra 40% more of the total Referral Fees for that month

3. TERMINATION

- 3.1. Either Party may terminate these Referral Terms immediately at any time on written notice to the other Party.

SCHEDULE 2 – CORPORATE ADVOCATE SCHEME

The following terms apply to members of the Corporate Advocate Scheme:

1 INTRODUCTION

- 1.1 The Corporate Advocate shall provide Leads to Telcom. The Corporate Advocate shall either provide Telcom with details of Potential Customers via the Portal or via email directly to the Corporate Advocate's dedicated Account Manager. A Lead can be submitted either as a 'Building', or as a 'Company'.
- 1.2 The Corporate Advocate acknowledges that Leads relating to Buildings only count towards the performance targets set out in this Schedule for the Corporate Advocate Scheme during the first quarter following entering into the Membership Agreement, with Leads relating to Companies counting towards the performance targets for the Corporate Advocate Scheme from the second quarter onwards.

2 REPORTING AND REVIEW

- 2.1 During the Corporate Advocate Scheme, Telcom shall provide the Corporate Advocate a quarterly report setting out the Leads submitted to Telcom during the previous quarter, and whether such Leads are considered Qualified Leads or Closed Leads.
- 2.2 Telcom shall also provide the Corporate Advocate a monthly statement in accordance with paragraph 3.2 of this Schedule.
- 2.3 The Corporate Advocate and the Account Manager shall have review meetings (by telephone, virtually, or face to face):
- 2.3.1 on a monthly basis to discuss the monthly statement provided by Telcom; and
- 2.3.2 at the end of each quarter in order to review the current quarterly report and overall performance of the Corporate Advocate in accordance these Referral Terms.

3 REFERRAL FEE AND PAYMENT

- 3.1 The Corporate Advocate shall receive an Advanced Referral Fee regardless of the level of Qualified Leads or Closed Leads during the previous calendar month.
- 3.2 Statements for the Advanced Referral Fee shall be provided by Telcom to the Corporate Advocate at the end of each calendar month, detailing the Leads submitted during the month that have counted towards the Advanced Referral Fee. If a Corporate Advocate exceeds their quota of 24 Qualified Leads within a quarter any extra Qualified Leads above and beyond the quota will be paid at the rates set out at Annex 2.
- 3.3 Following receipt of a statement in accordance with paragraph 3.2 above, the Corporate Advocate may invoice Telcom by sending the invoice to accounts@telcom.uk. Telcom shall pay each undisputed and valid invoice submitted to it by the Corporate Advocate within seven (7) Business Days following receipt of a valid invoice.
- 3.4 Telcom shall be entitled to vary the Referral Fee upon 3 months' prior written notice to the Corporate Advocate.

4 TERMINATION

- 4.1 Telcom may terminate the Referral Terms at the end of each quarter with immediate effect by providing written notice to the Corporate Advocate, without liability to the Corporate Advocate.

ANNEX 1 – ADVANCED REFERRAL FEE

Advanced Fee Criteria	Fee
<ul style="list-style-type: none">● 8 Qualified Leads per month● 24 Qualified Lead per quarter● Renews quarterly	£2,000 per month (for 3 months)

ANNEX 2 – REFERRAL FEE

- 1.1. Where the Corporate Advocate makes a Qualified Lead in relation to a Building or in relation to a Company, Telcom shall pay to the Corporate Advocate £50 (fifty pounds) following written confirmation by Telcom that the Lead is a Qualified Lead.
- 1.2. Where a Qualified Lead made by the Corporate Advocate becomes a Closed Lead, Telcom shall pay to the Corporate Advocate:
 - a) For a Building: £450 (four hundred and fifty pounds) following written confirmation by Telcom that the Lead is a Closed Lead; and
 - b) For a Company: as set out in the table below following written confirmation by Telcom that the Lead is a Closed Lead.

Contract Value in Monthly Recurring Revenue	Referral Fee
Up to £499	£200
£500 - £999	£450
£1,000 +	£700