

NOVTEL REFERRAL PARTNER AGREEMENT

Between

Novtel (PTY) LTD Registration number: 2018/338748/07
(Hereinafter referred to as the "Operator")

And

(Hereinafter referred to as the "Referral Partner")

1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:

- a. **"Operator"** shall mean Novtel (PTY) Ltd.
- b. **"Referral Partner"** shall mean the individual or entity entering into this agreement to refer potential clients to the Operator.
- c. **"Client"** shall mean a prospect referred by the Referral Partner that becomes a paying customer of the Operator.
- d. **"Products"** shall mean the total range of software products developed by Novtel, as listed on the official Novtel Website.
- e. **"Services"** shall mean training, implementation, and support provided by the Operator or a certified partner.
- f. **"Commission"** means the remuneration due to the Referral Partner in terms of this agreement.
- g. **"NCI"** shall mean Novtel Certified Implementer.
- h. **"Portal"** shall mean the Novtel Referral Partners Portal located at <https://novtel.org.za/referralagents/>.

2. APPOINTMENT AND RELATIONSHIP

The Operator hereby appoints the Referral Partner to market, promote, and refer potential clients for Novtel products and services. The Referral Partner accepts such appointment.

Nothing in this agreement shall constitute or be deemed to constitute a partnership, joint venture, or employment relationship between the parties. The Referral Partner acts as an independent contractor and shall be entitled to describe itself as an authorised Novtel Referral Partner.

3. REFERRAL PROCESS AND TRACKING

- a. **Lead Logging:** The Referral Partner must log all potential sales and client interactions on the official Novtel Portal.
- b. **Lead Validity:** Once a client is logged in the Portal, the lead remains active for a period of **7 (seven) months**. If no successful sale results from the marketing efforts within this period, the referral will be removed from the Referral Partner's active list.
- c. **Client Linkage:** A client is linked to the Referral Partner automatically upon a successful sale, or manually via a signed Novtel Reseller Linkage form. The Operator will not back-pay or reverse any rebates processed before a linkage was officially recorded.

4. COMMISSION STRUCTURE

The Operator shall pay the Referral Partner commission based on the following structure:

Referral Partner Commission (10%)

For each successful sale generated through a logged referral, the Referral Partner will earn a flat 10% commission. This commission is calculated on the once-off acquisition fee (purchase price) of the software product. Under this arrangement, the Operator manages the sales process, implementation, and ongoing client support. Depending on the client's requirements, the commission may range between R2,700 and R4,500 per successful sale.

5. CAREER PROGRESSION: NOVTEL CERTIFIED IMPLEMENTER (NCI)

The Referral Partner could advance to the status of a Novtel Certified Implementer (NCI), which offers a significantly higher commission structure.

5.1 NCI Qualification Requirements

To qualify as an NCI, the Referral Partner must meet the following criteria:

- a. **Prerequisite Certification:** The Referral Partner must first be a qualified and certified implementer for either **Sage** or **Xero** accounting software.
- b. **Novtel Training:** Upon meeting the prerequisite, the Operator will provide an "on-the-job" training approach, focusing on how specific industries function and how Novtel products integrate within those environments.
- c. **Probation Period:** A 6-month probation period is granted to complete the necessary Novtel product courses and achieve full NCI certification.

5.2 NCI Commission Structure

Once NCI status is achieved, and provided the NCI takes full responsibility for independently supporting the client on both their accounting package (Sage/Xero) and the Novtel product, the commission structure increases to:

- a. **35% Commission** on the Once-off Acquisition Fee (Purchase Price).
- b. **30% Commission** on the Recurring Monthly Income generated by the client.

Note: If the Operator is required to assist with support for the NCI's clients, the commission portion earned by the NCI will be adjusted accordingly.

6. PAYMENT TERMS

Client Pays Operator: When the Client pays the Operator directly, commission due to the Referral Partner shall be paid within **7 (seven) days** of receipt and verification of payment.

The Referral Partner must submit a valid tax invoice to the Operator before payment is processed.

7. COLLABORATIVE SALES PROCESS

To assist the Referral Partner in gaining experience and advancing toward NCI status, the Operator invites the Referral Partner to attend every scheduled meeting with their referred prospective clients. This collaborative approach allows the Referral Partner to observe the sales and implementation process firsthand.

8. DURATION AND TERMINATION

- a. This agreement shall commence on the date of signature and shall endure for a continuous period of **12 (twelve) months**. It will automatically renew on the same terms unless terminated by either party.
- b. Either party may terminate this agreement by providing 30 (thirty) days written notice to the other party.
- c. Upon termination, the Referral Partner shall cease to promote Novtel products and must return or destroy all promotional materials provided by the Operator.

9. CONFIDENTIALITY

Both parties shall hold in confidence all Confidential Information received from each other and shall not divulge such information to any third party, save for employees directly involved with the execution of this Agreement.

10. GENERAL

- a. This document constitutes the sole record of the agreement between the parties.

- b. No party shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded herein.
- c. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- d. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

SIGNATURES:

THUS DONE AND SIGNED at _____ on this _____ day of _____ 20____.

For and on behalf of the OPERATOR: Novtel (PTY) LTD

Signature: _____

Name: _____

Capacity: _____

AS WITNESSES:

1 Signature: _____

Name: _____

2 Signature: _____

Name: _____

THUS DONE AND SIGNED at _____ on this ____ day of _____ 20____.

For and on behalf of the REFERRAL PARTNER:

Signature: _____

Name: _____

Capacity: _____

AS WITNESSES:

3 Signature: _____

Name: _____

4 Signature: _____

Name: _____