

HWSS CUSTOMER REFERRAL PROGRAMME AGREEMENT

This Referral Agreement (the "**Agreement**") is entered into by You and HWSS collectively "the **Parties**" with the "**Effective Date**" being the date when this agreement is accepted by HWSS and notified to You.

Purpose. HWSS is in the business of providing Precision Health and is desirous of gaining additional clients/customers for its business. You, as the Referrer, is in a position to refer potential clients/customers to HWSS.

1. **Referral Arrangement.** Upon the Effective Date of this Agreement, You may, from time to time, refer potential clients/customers to HWSS and we will pay You a commission for all successful referrals.
2. **Compensation.** HWSS shall pay You for each successful referral, as per our Customer Referral Programme (CRP) Commission Table, where a successful referral is defined as a referral that becomes a paid client/customer of HWSS.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until terminated by either Party.
4. **Confidentiality.** During the course of this Agreement, it may be necessary for HWSS to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to You in order for You to seek out potential referrals. You will not share any of this proprietary information at any time. You also will not use any of this proprietary information for your personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
5. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other party. Upon termination, we shall pay You all compensation due and owing for referrals made prior to the date of termination, but not yet paid subject to the terms and conditions outlined in the CRP Commission Table.
6. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement and are independent of each other. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. You agree not to misrepresent your status insofar as

you are not acting as an Agent or Representative of HWSS and thereby have no authority to commit us or enter us into any other agreement or arrangement without our express permission.

7. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
9. **Disclaimer of Warranties.** You shall refer potential clients/customers as requested by HWSS. YOU DO NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. YOU HAVE NO RESPONSIBILITY TO HWSS IF THE REFERRALS DO NOT LEAD TO OUR DESIRED RESULT(S).
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its Solicitors fees.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal

and binding in the United Kingdom. The Parties each represent that they have the authority to enter into this Agreement.

14. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the Country in which both Parties do business. In the event that the Parties do business in different Countries, this Agreement shall be governed by English law.

15. Special Conditions. This Agreement forms part of our working relationship and should be read in conjunction with our CRP Commission Table and the following website Policies:

Terms & Conditions

Privacy Policy

Cookie Policy

Returns & Refund Policy

Disclaimer

HWSS reserves the right to decline an Application to join our CRP at our sole discretion.

16. This Agreement. The Parties acknowledge and agree that this Agreement together with the CRP Commission Table represents the Customer Referral Programme Agreement (CRPA) between the Parties subject to the Special Conditions clause above. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their exchange of written communication as follows:

YOU: Please email the following text to bob@hwss.co.uk

"I/we wish to join the HWSS Customer Referral Programme. I/we have read, understood and accept the terms of this Agreement and understand The Effective Date of this Agreement will be when HWSS email confirmation of my/our membership."

HWSS: Having received your application as above, we will email confirmation of your membership of our CRP together with the Effective Date.

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