



## INTRODUCERS NETWORK

Zero Procure makes procurement and buying effortless, efficient and above all saves businesses money. We differ from more traditional procurement companies as our customers, pay Zero. Zero Cost, Zero Risk, Zero Contract.

For Zero Procure to do this, we work closely with trusted suppliers, across multiple sectors, who pay us a small commission for business that we find for them.

Put simply, we are a Zero cost procurement resource for businesses and a low-cost sales resource for suppliers.

We are proud to be personally recommended to businesses and our goal is to continue to help our valued network share their excitement and recommendation of our service with others.

As a Zero Introducer you will be rewarded with a lucrative scale of commission for every successful introduction made. These are as follows:



### **Introducer**

**0-10** Introductions  
**10%** Commission



### **Associate**

**11-20** Introductions  
**12.5%** Commission



### **Ambassador**

**21-30** Introductions  
**15%** Commission



### **Legend**

**31+** Introductions  
**20%** Commission

JOIN NOW

**Join our Introducer Network today.  
Let's make you a legend!**

***Want to learn more?***

View our [Frequently Asked Questions](#).

Read more about introduction eligibility in our [terms](#).

## PROGRAMME INFORMATION

### ***How does the introduction process work?***

You simply personally introduce us to an influential company contact that wants to save money within their business and we do the rest! Should any business confirm as a result of your introduction, instead of giving a standard finder's fee, you will receive a commission of between 10 & 20% of our supplier fee. Commission percentage increases are dependent on the number of successful introductions you make.

### ***Who can I introduce?***

You can introduce any business other than your own that has not previously started working with Zero Procure. You can also introduce Zero Procure to any individual who is starting their business and requires outsourced, purchasing support.

### ***What is the criteria for an eligible introduction?***

Customer contacts within the UK and Ireland from companies who have not previously used Zero Procure Services are eligible as a potential introduction.

Once approved, an Introducing Partner is to send a personal email, with us in copy, recommending our services. In addition to the intro email, we also need a direct phone number in order to follow up.

### ***Can I introduce customers in any country?***

The Zero Procure Introducers Network is currently available only in the UK and Ireland. We don't have exact timings but hope to expand to other regions soon.

### ***How much can I earn?***

As a member of the Zero Procure Introducers Network, you can earn for every new eligible introduction you make.

Zero Procure will pay the following commission based on the total supplier commission fees on all business generated by the Introduced Customer within the first 24 months of the Service, starting from the first month of billing:

0 – 10 Introduced Customers	= 10% of total supplier commission fees	(Introducer)
11 – 20 Introduced Customers	= 12.5% of total supplier commission fees	(Associate)
21 – 30 Introduced Customers	= 15% of total supplier commission fees	(Ambassador)
31+ Introduced Customers	= 20% of total supplier commission fees	(Legend)

### ***Is there a way for me to track the status of my introductions?***

We send out dashboard reports on request that will include the status of your introductions. This report displays the:

- Total number of contacts that have been introduced.
- Total number of opportunities generated by introduced contacts the stage of the sales cycle.
- Total commission forecast from opportunities won

If you would like to know the status of your introductions, you can [send us a message](#) and we can send you your individual introducers report.

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## PAYMENT



### **When and how will I get paid?**

Once your first introduced contact secures our services and you are eligible for payment, you will receive an email notification to fill out your payment form. The introducer payments will be deposited in your bank account at the end of each quarter.

### **Why haven't I received my payment in my bank account?**

Payments are processed on a quarterly basis and only after Zero Procure has received commission from the linked supplier. If you did not receive a payment, you will likely receive it during next quarter's payment cycle. Please contact us with your account details to verify.

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## **ZERO PROCURE LTD. INTRODUCING PARTNER AGREEMENT**

This Zero Introducing Partner Agreement ("Agreement") is entered into by Zero Procure Ltd. ("Zero Procure") and the referring party executing this Agreement ("Introducing Partner"). This Agreement governs Participant's participation in the Zero Introducing Partner Agreement described herein (the "Service"). You represent and warrant that: (i) you have full legal authority to enter into this Agreement; (ii) you have read and understand the Agreement, and (iii) you agree to the terms of this Agreement. If you do not have legal authority to enter into this Agreement or do not agree to these terms, please do not click to accept this Agreement below.

This Agreement is effective between Introducing Partner and Zero Procure as of the date Introducing Partner electronically accepts this Agreement.

### **1 Key Provisions.**

- 1.a Commissions. In the event that the Introducing Partner refers a prospective customer ("Introduced Customer") to Zero Procure and, if as a result of such introduction, the Introduced Customer commits to a sale via a supplier match, Zero Procure will pay the Introducing Partner commissions according to the schedule in Exhibit A.

### **2 Introducing Partner Qualifications**

- 2.a New Customer. An Introduced Customer must be one who is not already engaged in an active sales discussion with Zero Procure. A list with those accounts is produced by Zero Procure and are updated every quarter.
- 2.b Context. A Introduced Customer is an individual within a company, not an individual company and The Introduced Customer count outlined in Exhibit A will reflect as such.
- 2.c Direct Contact. The Introducing Partner must have direct personal contact with the Introduced Customer and the Introducing Partner must have directly endorsed or recommended the Service.
- 2.d Submissions. Each Introduced Customer lead must be qualified, submitted by the Introducing Partner and approved by Zero Procure as described in Section 4.
- 2.e Location. The location of an Introduced Customers business must be within the UK&I.

### **3 Zero Procure and Introducing Partner Obligations**

- 3.a Marketing Activities. The Introducing Partner does not have any obligation to perform marketing activities to promote Zero Procure. If the Introducing Partner chooses to promote Zero Procure, the Introducing Partner agrees to (a) conduct its marketing and promotion activities in a manner that reflects favourably at all times on the Service and the good name, goodwill and reputation of Zero Procure; (b) not publish or use (or cooperate in the publication or use of) any written or printed materials about the Service not provided by Zero Procure, without Zero Procure's prior written consent, or any misleading or deceptive material; (c) not modify any of the materials provided to Introducing Partner by Zero Procure without Zero Procure's prior written consent (d) avoid deceptive, misleading or unethical practices that are or might be detrimental to Zero Procure, any Zero Procure customer or the public; (e) make no representations, warranties or guarantees, whether express or implied, to current or prospective Zero Procure customers or others with respect to the Service other than those stated in writing in material provided by Zero Procure to the Introducing Partner. The Introducing Partner will pay its own costs and expenses for its marketing activities.

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- 3.d Marks. The Introducing Partner will include appropriate attribution of the Service to Zero Procure and any slogan and logo provided by Zero Procure in the Introducing Partner's advertising and marketing materials, presentations, web sites and collateral with respect to the Service and specifically, on each page of such websites that mention the Service. The Introducing Partner may not use any Zero Procure mark or slogan without Zero Procure's prior written consent.
- 3.e No Agency. The Introducing Partner has no authority to provide binding price quotes to prospective Introduced Customers, negotiate any contract for or on behalf of Zero Procure or bind Zero Procure to any contract, representation or understanding concerning the Service. The Introducing Partner will comply with all laws and regulations in performing this Agreement.

#### **4 Opportunity Registration**

- 4.a Registration Process. The Introducing Partner must register all Introduced Customer opportunities with Zero Procure to qualify for consideration of Commissions. Zero Procure will provide the Introducing Partner with the proper Zero Procure sales contacts for registrations to ensure proper lead tracking. Upon receipt of the registration information Zero Procure will review the data to determine if the opportunity qualifies. Introducing Partner must help facilitate a phone, e-mail, or in-person introduction to the Introduced Customer, as requested by the Zero Procure sales representative. Zero Procure, in its sole discretion, has the right to refuse to approve any Introduced Customer sales opportunity submitted by Introducing Partner. The required registration information is as follows:
- (a) Introduced Customer Name and Contacts:
- (i) Introduced Customer contact name, job title, company name, address, direct phone number and email.
- (b) Introduction Overview:
- (i) Details of the relationship between the Introducing Partner and Introduced Customer.
  - (ii) Introducing Partner's influence on purchasing decisions.
  - (iii) Details of expenditure item(s) the Introduced Customer is interested in purchasing. (if known).
- 4.b Multiple Introductions. In the event an Introduced Customer is referred to Zero Procure by more than one Introducing partner, Zero Procure will pay Commissions to the Introducing partner who first submitted the Introduced Customer registration information to Zero Procure.

#### **5 Payment**

- 5.a Payment Conditions. Subject to the terms of this Agreement, Zero Procure will pay Commissions to the Introducing Partner for Service agreements that are accepted, billed and collected by Zero Procure. Commissions will be issued to the Introducing Partner every ninety days after the following conditions have been met: (a) the prospective Introduced Customer(s) have been registered with and approved by Zero Procure as commissionable; (b) the Introduced Customer(s) have executed a Service Agreement with the Zero Procure Linked Supplier; and (c) Zero Procure has received payment from the Introduced Customer's Linked Supplier triggering Commissions.
- 5.b Currency. Commission shall be payable to the Introducing partner in pounds sterling.
- 5.c Overpayments. If an Introduced Customer agreement with a Zero Procure Supplier is terminated, or if Introduced Customer fails to pay a Zero Procure Supplier for at least six months, Zero Procure may offset from other Commissions owed to Introducing Partner the portion of the Commission applicable to the unpaid period, or demand repayment of such amount from Introducing Partner.

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## **6 Audit Rights**

- 6.a Zero Procure reserves the right to audit any information submitted by the Introducing Partner and may request further information, as deemed reasonably necessary to satisfy the requirements of all items outlined in this Agreement.

## **7 Intellectual Property Rights**

- 7.a Ownership. The Introducing Partner acknowledges and agrees that Zero Procure owns all right, title and interest in and to the Service and Zero Procure Intellectual Property. "Zero Procure Intellectual Property" is defined as any documentation, discoveries, feedback, know-how and data analysis of the Service. Introducing Partner is granted no title or ownership rights in any Zero Procure Intellectual Property or rights in and to the Service. Introducing Partner shall not remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded by Zero Procure on or in the Service.
- 7.b Acceptable Use. The Introducing Partner shall not and shall not authorize or assist any third party to: (a) access or use the Service; (b) create a competitive service or (c) create a business using similar ideas, features, functions or processes of the Service.
- 7.c Notification. Introducing Partner shall promptly notify Zero Procure in writing upon its discovery of any unauthorized use or infringement of the Service or of Zero Procure's intellectual property rights with respect thereto. Zero Procure shall have the sole and exclusive right to bring an infringement action or proceeding or to take other measures to enforce its intellectual property rights against a third party, and, in the event that Zero Procure brings such an action or proceeding or takes such other measures, Introducing Partner shall cooperate and provide full information and assistance to Zero Procure and its counsel in connection with any such action, or proceeding or other measures, provided that all expenses of such action or measures shall be borne by Zero Procure and all damages which may be awarded or agreed upon in settlement of such action or measures shall accrue only to Zero Procure.

## **8 Indemnification**

- 8.a The Introducing Partner at its own expense shall defend, indemnify and hold Zero Procure, its affiliates, successors, assigns, members, shareholders, officers, directors and agents harmless from and against any and all damages, fines, penalties, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants, and other experts and professionals or other reasonable fees and expenses of litigation, or other proceedings, or of any claim, default, or assessment) resulting from any third party claim or suit brought or threatened against Zero Procure based upon any actual or alleged default under any provision, breach of any warranty or representation or failure to perform or breach of any obligation in this Agreement by the Introducing Partner.

## **9 Confidential Information**

- 9.a If the parties have entered into a separate mutual non-disclosure agreement ("NDA"), then as between the NDA and this Section 9, the provisions that afford the Disclosing Party the greatest protection shall apply.
- 9.b Definition. "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, (a) the Service, Service releases, documentation or materials supplied by Zero Procure; and (b) materials and information marked with a proprietary or confidential legend and disclosed by Introducing Partner or Zero Procure in the performance of this Agreement.

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9.c Use and Safekeeping. The Recipient must keep a disclosure confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care and may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees, contractors and third-party providers performing services in furtherance of this Agreement that are obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided under the Agreement.

9.d Exceptions. These obligations do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using

Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object. The disclosing party is entitled to appropriate injunctive relief in the event of any unauthorized disclosure or use of its Confidential Information by the receiving party.

9.e Survival. The obligations of the parties pursuant to this Section 9 shall survive the termination or expiration of this Agreement for a period of two years, and indefinitely as to trade secrets of the Disclosing Party.

## **10 Term and Termination**

10.a Term. This Agreement will commence on the Effective Date and will continue until terminated in accordance with this paragraph.

10.b Termination for Cause. Either party may terminate this Agreement immediately by written notice: (a) if the other party commits a non-remediable material breach; or (b) upon thirty days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

10.c Termination without Cause. Either party may terminate this Agreement for convenience by providing the other party with thirty days prior written notice.

10.d Effect of Termination. Following termination or expiration of this Agreement, (a) Introducing Partner will cease promoting the Service to any party, cease identifying itself as a partner of Zero Procure, and cease using Zero Procure's name, logo or other identifying information on Introducing Partner's website, marketing materials and other communications to third parties, (b) each party will deliver to the other any property of the other in its possession or control relating to this Agreement, and (c) Zero Procure will pay to Introducing Partner Commissions due as of the termination date. Neither party shall be liable to the other for damages of any kind, on account of the termination or expiration of this Agreement in accordance with its terms and conditions.

## **11 Limitation of Liability**

11.a Indirect Damages. Neither party will be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data or other economic advantage) however they arise, whether in breach of contract, breach of warranty, or in tort, including negligence, and even if that party has previously been advised of, or could reasonably have foreseen, the possibility of such damages. Liability for damages will be limited and excluded, even if any exclusive remedy provided above fails of its essential purpose.

11.b Direct Damages. Except for indemnification claims and breaches of a party's confidentiality obligations herein, each party's aggregate liability to the other for claims arising out of or relating to this Agreement, whether for breach or in tort, is limited to the amount of Commissions and Bonuses paid during the preceding twelve-month period. Notwithstanding the foregoing, Zero Procure shall have no liability to Introducing Partner whatsoever (including without limitation, for any claim for Commissions or Bonuses due) as a result of (a) the discontinuance, unavailability or failure of the Service, (b) the failure of Zero Procure to accept any prospective Introduced Customer or any order for the Service, or (c) any non-Zero Procure products or services marketed, sold or licensed by Introducing Partner.

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## 12 Miscellaneous.

- 12.a Independent Contractors; No Agency. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. In particular, the parties each acknowledge and agree that the Commercial Agents (Council Directive) Regulations 1993 (S.I 1993/3053) (as amended) do not and shall not apply to this agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Zero Procure and either Introducing Partner or any employee or agent of Introducing Partner. Introducing Partner is responsible for the control and acts of its employees, representatives and agents. Neither Party shall have the authority to legally bind the other to any contract, warranty, proposal or other commitment or to incur any debt or create any liability on behalf of the other.
- 12.b Survival. The rights and obligations described in Sections 7, 8, 9, 11 and 12 shall survive any termination of this Agreement. Zero Procure may in its sole discretion elect, but is under no obligation, to continue to provide the Service to Introduced Customers after the termination of this Agreement.
- 12.c Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party, in connection with a merger, acquisition, or sale of all or substantially all of its assets not involving a direct competitor of the other party.
- 12.d The Agreement and any action related thereto will be governed by and shall be construed in accordance with English law. Introducing Partner and Zero Procure irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising from or related to this Agreement.
- 12.e Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the cover page or signature page to this Agreement (as applicable), by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally recognised express mail service. Notice will be effective upon receipt or refusal of delivery. Each party may change its address for receipt of notice by giving notice of such change to the other party. The parties agree that documents may be sent via email as original documents; nevertheless, either party may require the other to exchange original signed documents.
- 12.f Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 12.g Modifications. No modification to this Agreement will be binding, unless in writing and manually signed by an authorized representative of each party.
- 12.h Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.i Entire Agreement. This Agreement, including all exhibits and addenda hereto, if any, constitutes the entire agreement and together with the NDA (if any) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized representative of Introducing Partner and Zero Procure.

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IN WITNESS WHEREOF, the parties have executed this Introducing Partner Agreement as of the Effective Date.

**ZERO PROCURE LTD.**

**INTRODUCING PARTNER**

Congress House  
14 Lyon Road  
Harrow  
HA1 2EN

X  
X  
X  
X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A: COMMISSIONS**

Zero Procure will pay the following commission based on the total supplier commission fees on all business generated by the Introduced Customer within the first 24 months of the Service, starting from the first month of billing:

0 – 10 Introduced Customers = 10%	of total supplier commission fees	(Introducer)
11 – 20 Introduced Customers = 12.5%	of total supplier commission fees	(Associate)
21 – 30 Introduced Customers = 15%	of total supplier commission fees	(Ambassador)
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