

Independent Referral Partner Agreement

A commission-only commercial agreement for introducing paying pub and hospitality customers to PubPlay.

Agreement details

Effective date	_____
Operator	[Full legal name of the PubPlay operator]
Operator address	[Registered or principal business address]
Partner	[Full legal name / trading name]
Partner address	[Business address]
Partner email	[Email address]
Referral code	[Unique code issued by PubPlay]

IMPORTANT

This document is a contract template. The parties should insert their complete legal details and obtain independent legal and tax advice before signing, particularly where the Partner operates outside the Republic of Kazakhstan.

1. Purpose and appointment

1.1 Appointment.

The Operator appoints the Partner on a non-exclusive basis to introduce prospective pub, bar, club and hospitality customers to the PubPlay software service. The Partner accepts that appointment on the terms of this Agreement.

1.2 No guaranteed work.

Neither party is required to provide or accept any minimum volume of work, leads or introductions. The Partner decides whether, when, where and how to perform referral activity, subject to this Agreement and applicable law.

1.3 No exclusivity.

The Operator may appoint other partners and sell directly. The Partner may provide services to other businesses, including other technology providers, provided that the Partner does not misuse the Operator's Confidential Information.

2. Independent business relationship

2.1 Independent contractor.

The Partner acts as an independent business and not as an employee, worker, agent, franchisee, joint venturer or legal partner of the Operator. Nothing in this Agreement creates an employment relationship or gives the Partner employee benefits, holiday pay, sick pay, pension rights or guaranteed remuneration.

2.2 Control and resources.

The Partner controls its own working methods and schedule, supplies its own equipment, bears its own expenses and accepts the commercial risk of its activities. The Partner may work for other clients and is not integrated into the Operator's workforce.

2.3 No authority.

The Partner has no authority to bind the Operator, enter contracts on its behalf, collect customer money, alter PubPlay pricing, promise product changes, make warranties or represent that it has such authority.

2.4 Taxes and registrations.

The Partner is responsible for its own taxes, social payments, VAT or other required registrations, insurance, licences, filings and business expenses. The Partner will provide lawful invoices or payment details when required.

3. Referrals and attribution

3.1 Referral method.

A unique referral ID/code is available from the Operator upon request, subject to approval of the Partner's participation. The Operator may also provide an approved tracking link. A prospective customer must enter or use that identifier during venue registration, unless the Operator confirms another attribution method in writing.

3.2 Qualifying Pub.

A Qualifying Pub is a new customer that: (a) was first introduced by the Partner; (b) is not already an Operator customer or documented active sales prospect; (c) is correctly attributed to the Partner; (d) creates a genuine venue account; and (e) pays for an eligible PubPlay subscription.

3.3 Confirmation.

The Operator will use its backend referral records and payment records to confirm attribution. The Operator will correct demonstrable tracking errors and will resolve competing claims reasonably and in good faith, normally giving priority to the first valid recorded introduction.

3.4 Excluded activity.

Self-referrals, duplicate or fabricated venues, test accounts, free access, reviewer access, fraudulent transactions and accounts created primarily to obtain commission are not Qualifying Pubs.

4. Commission

4.1 Rate.

The Partner earns commission equal to **30% of Net Subscription Revenue** received from each Qualifying Pub for as long as that Qualifying Pub maintains a qualifying paid PubPlay subscription, subject to this Agreement.

4.2 Net Subscription Revenue.

Net Subscription Revenue means subscription money actually received and retained by the Operator, less: (a) VAT, GST, sales tax or similar transaction taxes charged to the customer; (b) Google Play, Apple, payment-processor or marketplace fees; (c) refunds, reversals and chargebacks; (d) discounts, credits and promotional reductions; and (e) fraudulent, disputed or uncollected amounts. Net Subscription Revenue is **not** reduced by the Operator's ordinary overhead, development costs, hosting costs or corporation/income tax.

4.3 When earned.

Commission is earned only after the Operator receives cleared customer funds and the applicable refund or chargeback period has passed. No commission is due merely because a customer registered, started a free trial, received complimentary access or was invoiced.

4.4 Cancellation and reactivation.

Commission stops while a Qualifying Pub's subscription is cancelled, expired, refunded or unpaid. If the same venue reactivates the same account within 90 days, commission resumes on later Net Subscription Revenue. A later reactivation or materially new account may be reassessed for attribution.

4.5 Plan and price changes.

The Operator may change subscription plans, local prices, taxes, trials and promotions in the ordinary course of business. The 30% rate applies to the resulting Net Subscription Revenue unless both parties agree a different rate in writing.

5. Statements and payment

5.1 Statements.

The Operator will provide a monthly or quarterly statement showing, at minimum, attributed paying venues, relevant subscription revenue, permitted deductions and commission due. Customer information may be aggregated or limited where required by privacy law.

5.2 Payment timing.

The Operator will pay undisputed commission within 30 days after the end of the applicable reporting period. Balances below USD 25 may be carried forward until the threshold is reached or the Agreement ends.

5.3 Currency.

Commission will be calculated and paid in United States dollars (USD). Revenue received in another currency may be converted to USD using the settlement rate reported by the relevant marketplace, payment processor or the Operator's bank.

5.4 Queries.

The Partner must raise a statement query within 60 days after receiving the statement, giving reasonable details. This does not prevent correction of fraud, manifest error or a legal entitlement that cannot lawfully be waived.

5.5 Withholding.

The Operator may make tax deductions required by law and will provide available evidence of the deduction. The Operator may offset confirmed overpayments, refunds or chargebacks against future commission after explaining the adjustment in the statement.

6. Partner conduct

6.1 Professional promotion.

The Partner will describe PubPlay accurately, use current approved materials and act honestly and professionally. The Partner must clearly identify itself as an independent referral partner where the context could otherwise imply employment or authority.

6.2 Marketing law.

The Partner will comply with applicable advertising, electronic-marketing, privacy, anti-bribery, sanctions and consumer-protection laws. The Partner must not send unlawful unsolicited marketing, purchase questionable lead lists or make misleading earnings, price or product claims.

6.3 Customer data.

The Partner should provide the referral code directly to the prospective customer. The Partner must not collect passwords, payment-card details, player data or unnecessary personal information on behalf of the Operator.

7. Brand, intellectual property and confidentiality

7.1 Limited brand permission.

During the Agreement, the Operator grants the Partner a revocable, non-exclusive and non-transferable permission to use approved PubPlay names, logos and sales materials solely to make permitted referrals. The Partner must follow brand instructions and stop use when this Agreement ends.

7.2 Ownership.

The Operator and its licensors retain all rights in PubPlay, its software, websites, documentation, trademarks, content, product data and sales materials. No ownership transfers to the Partner.

7.3 Confidential Information.

Each party will protect non-public commercial, technical, security, pricing and customer information received from the other and use it only for this Agreement. This obligation does not cover information that is public without breach, already lawfully known, independently developed or lawfully received from another source.

7.4 Required disclosure.

A party may disclose Confidential Information where legally required, but should give advance notice where lawful and disclose only what is required. Confidentiality obligations continue for three years after termination; trade secrets remain protected while they qualify as trade secrets.

8. Term and termination

8.1 Term.

This Agreement starts on the Effective Date and continues until terminated under this section.

8.2 Termination without cause.

Either party may terminate this Agreement by giving 30 days' written notice. Neither party is required to give a reason.

8.3 Immediate termination.

A party may terminate immediately for material breach that cannot be remedied, or that remains unremedied 14 days after written notice. The Operator may terminate immediately for fraud, bribery, unlawful marketing, deliberate misrepresentation, misuse of customer data, unauthorised collection of money or serious damage to the PubPlay brand.

8.4 Commission after ordinary termination.

For Qualifying Pubs validly attributed before termination, the Partner continues to receive commission under section 4 while each qualifying subscription remains active. This continuing right does not apply where the Operator terminates for the Partner's fraud or deliberate manipulation of referrals, and it may be reduced only to recover losses directly arising from that conduct.

8.5 Consequences.

On termination, the Partner must stop presenting itself as a current PubPlay partner, stop using brand materials and return or securely delete Confidential Information. Accrued payment, confidentiality, intellectual-property, liability, dispute and general provisions survive where their nature requires.

9. Liability

9.1 Excluded loss.

To the fullest extent permitted by law, neither party is liable to the other for indirect or consequential loss, or loss of anticipated profit, opportunity or goodwill, arising from this Agreement.

9.2 Liability cap.

Subject to section 9.3, each party's total aggregate liability arising from this Agreement will not exceed the total commission paid or payable to the Partner during the 12 months before the event giving rise to the claim.

9.3 Unlimited matters.

Nothing limits liability that cannot lawfully be limited, including liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or deliberate misuse of Confidential Information or intellectual property.

10. General terms

10.1 Notices.

Formal notices must be sent by email and, where an address is stated above, by prepaid post or recognised courier. Email notices are treated as received on the next business day unless a delivery failure is reported.

10.2 Assignment and subcontracting.

The Partner may not transfer this Agreement or appoint sub-partners without the Operator's prior written approval. The Operator may assign this Agreement as part of a genuine sale, transfer or reorganisation of the PubPlay business, provided the assignee assumes the payment obligations.

10.3 Changes.

A change to this Agreement is effective only if recorded in writing and accepted by both parties. Routine updates to approved marketing materials, product features or prices do not amend the commission rate.

10.4 Entire agreement.

This Agreement and its schedules form the entire agreement about its subject and replace earlier discussions or representations about partner referrals. Neither party relies on a statement not recorded here, except that liability for fraud is not excluded.

10.5 Severability and waiver.

If a provision is invalid or unenforceable, it will be adjusted only as far as necessary and the remaining provisions continue. Delay in enforcing a right is not a waiver.

10.6 Third-party rights.

A person who is not a party to this Agreement has no right to enforce any of its terms, except where applicable law expressly provides otherwise.

10.7 Governing law.

This Agreement and any non-contractual obligations arising from it are governed by the laws of the Republic of Kazakhstan. Subject to mandatory jurisdiction rules, disputes are subject to the exclusive jurisdiction of the courts at the Operator's registered location in the Republic of Kazakhstan, unless the parties agree in writing to mediation, arbitration or another lawful forum.

10.8 Counterparts and electronic signature.

The parties may sign this Agreement in counterparts and by an accepted electronic-signature service. Together, the signed counterparts form one agreement.

Schedule 1 - Commercial details

Commission rate	30% of Net Subscription Revenue
Eligible product	Paid PubPlay venue subscriptions
Attribution	Unique referral code or approved tracking link
Reporting	Monthly / Quarterly (delete as appropriate)
Payment currency	United States dollars (USD)
Payment method	Bank transfer / Other: _____
Minimum payout	USD 25, carried forward if not reached
Operator notice email	info@fullstackdev.kz
Partner notice email	_____

Any additional territory, named-account or campaign terms must be written here and signed by both parties. Unless stated, the appointment is non-exclusive and has no protected territory.

Additional agreed terms

Signatures

By signing, each signatory confirms that they are authorised to bind the named party and that the party has had the opportunity to obtain independent legal and tax advice.

For the Operator	For the Partner
Legal name: _____	Legal name: _____
Signatory name: _____	Signatory name: _____
Position: _____	Position / trading capacity: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

DOCUMENT CONTROL

Template version 1.1 - 24 August 2026. Replace bracketed operator details before execution. Keep one complete signed copy for each party.