

## OVERVIEW

The Jabra Sales Referral Program rewards Participants for influencing the sale of Jabra headset solutions to new customers. Through the program, you can earn 10% commission when you successfully recommend Jabra headset solutions to your customers and are named on the order as the Referral Participant who influenced the sale. It's one of the easiest tools for you to expand into growth markets while enhancing your bottom line.

## PROGRAM BENEFITS

- Prompt commission payments
- Access to a wide array of Jabra headset solutions
- Ideal for partners who do not want to take title to product
- Significantly reduces cost of doing business for partners - no inventory, billing, invoicing of accounts receivable or title transferring
- Prompt customer service

## WHO CAN PARTICIPATE

- Jabra Authorized Resellers (Gold, Silver and Bronze)
- Businesses that recommend technology solutions (for example: ISVs and ISV resellers, SI, consultants, application VARs and other sales influencers)

## DEFINITION OF REFERRAL OPPORTUNITY:

- Acceptable referrals are new opportunities that have been brought to GN Netcom by an authorized Jabra Partner.
- To be considered an eligible opportunity, the referral must be a new opportunity where neither GN Netcom nor another authorized Jabra Partner is engaged.
- Referral must close within 60 days or the referral will be considered a lead and no commission will be paid.
- Opportunity must constitute a closed deal of a minimum of \$5000 in Jabra product.
- Securing one order from a customer does not guarantee Referral Program commissions on subsequent orders from that customer.
- GN Netcom can authorize special pricing to end customers under this program. Commissions would be based on the actual customer purchase price.
- GN Netcom reserves the right to market directly to Referral Program customers in order to drive incremental sales of Jabra headsets through whichever purchasing model the customer desires.
- Referral Participant will be compensated based on Product Price and the then current commission rates set by GN Netcom.
- Referral Participants will not be eligible for any JabraFund Marketing Funds or promotional funding offered to Jabra Authorized Resellers. However, Referral Participant sales will count towards Jabra Partner annual revenue requirement.
- Referral Participants shall promptly report to GN Netcom all suspected Product defects or safety problems and keep GN Netcom informed of Customer complaints.
- Referral Participants must provide GN Netcom written notice of any status change within 10 days of that status change. Status changes include: relocation, new ownership, or material stockholder transfer from one organization to another organization. Referral Participant may not transfer this Agreement from one legal entity to another.
- Referral Participants must conduct business at all times in a manner that reflects favorably upon the reputation, quality, goodwill and credibility of GN Netcom and Jabra Products.
- Referral Participant shall not disparage GN Netcom or Jabra Products in any way or make any representations or express any opinions regarding the features or capabilities of Jabra Products that are not consistent with those found in literature or other materials distributed by GN Netcom.
- Referral Participants must obey all applicable laws, comply with all applicable rules and regulations, and conduct business in an ethical manner.

## HOW TO PARTICIPATE

- Partner applies online at PartnerNet as a Sales Referral Program Participant.
- Partner signs and submits a Jabra Referral Agreement, GN Netcom New Vendor Form, and W-9 Form.
- When the forms are processed and approved, Partner receives a Sales Referral Participant ID within 5 business days.
- Partner can then recommend Jabra headset solutions.

## INSTRUCTIONS TO APPLY

1. Please print out and read the GN Netcom New Vendor Form, and W-9 Form.
2. Complete the Agreement by entering the information requested in the space provided on the first page and by entering in the officer's name, title, signature and date on page three (3) of the agreement.
3. Enter the requested information on the W-9 form attached to the Referral Agreement. A correctly completed W-9 form is required to obtain referral commissions.
4. After successfully filling out the form, please send the W-9 and the Referral Agreement and GN Netcom New Vendor Form to the GN Netcom Partner Authorizations team either via fax at **1.603.521.9090**, or via US Mail to:  
  
GN Netcom  
Channel Marketing/Partner Authorizations  
77 Northeastern Boulevard  
Nashua, NH 03062
5. When the GN Netcom Partner Authorizations team receives your application, it generally takes less than 48 hours to complete processing. The individual completing the application will be notified via electronic mail with all pertinent details regarding acceptance or denial of their participation in this program.
6. Commission payments will be processed once the customer order has been shipped. Partner will receive commission payment within 45 days of confirmation of customer shipment.

**\*\* PARTNER: PLEASE PRINT THIS FORM, COMPLETE IT AND EITHER MAIL OR FAX TO GN NETCOM.**

**JABRA SALES REFERRAL PROGRAM AGREEMENT**

Application ID: \_\_\_\_\_

Jabra Partner ID# (if applicable): \_\_\_\_\_

THIS AGREEMENT is between GN Netcom, with its principal place of business located at, 77 Northeastern Boulevard, Nashua, NH 03062

and \_\_\_\_\_  
(Legal Company Name),

doing business as \_\_\_\_\_

(dba name) with its principal place of business located at \_\_\_\_\_

Physical/Street

\_\_\_\_\_  
City, State, Zip

**1. DEFINITIONS**

“**Agreement**” shall mean this Jabra Referral Agreement.

“**Approval Date**” means the effective date communicated in GN Netcom’s confirmation to Referral Participant as a Jabra Referral Participant.

“**Jabra Referral Participant**” or “**Referral Participant**” means the entity listed above that meets the requirements of the Jabra Referral Program and has been approved by GN Netcom for participation.

“**Customers**” shall mean end-users in the United States who obtain Products for their own use and do not resell them.

“**Product(s)**” shall mean eligible commercial computer or peripheral hardware, software, or service products designated by GN Netcom from time to time in its sole discretion that may be sold by GN Netcom directly to Customers for which Referral Participant may solicit orders.

“**Price**” shall mean the final dollar amount that the Customer pays for the product.

“**Special Pricing**” shall mean a negotiated Price for a given product set by GN Netcom.

**2. APPOINTMENT AS A JABRA REFERRAL PARTICIPANT**

Referral Participant is hereby appointed as a non-exclusive Jabra Referral Participant for the purpose of soliciting sales to Customers of Products directly from GN Netcom in the North America, always subject to GN Netcom acceptance, in its sole discretion, of any purchase order and subject to Referral Participant’s compliance with this Agreement, Referral Participant shall not promise availability of Product. This appointment is personal to Referral Participant. Referral Participant shall not assign, transfer, or delegate any or all of its rights or obligations under this Agreement without GN Netcom’s prior written approval. Referral Participant is not authorized to commit GN Netcom to any obligations. Nothing in this Agreement creates a franchise, joint venture, partnership, or employer-employee relationship. Referral Participant and Jabra agree that they are independent contractors.

**3. COMPENSATION**

For Products purchased by Customers directly from GN Netcom where Referral Participant is identified by the Customer on the Customer’s direct purchase order as the Referral Participant that provided sales, marketing, and services support and a value-added solution resulting in the Customer’s decision to submit the order, Referral Participant will be compensated based on Product Prices at the then current commission rates set by GN Netcom in the Product and Commission Schedule published on the Jabra Referral Program section of Jabra PartnerNet portal or as otherwise made available by GN Netcom.

- 3.2. GN Netcom may authorize Special Pricing under this program. Referral Participants may receive a reduced commission on direct sales where GN Netcom has authorized Special Pricing.
- 3.3. Payments will generally be mailed to Referral Participant within forty-five (45) days of the date Products are shipped to Customers.
- 3.4. GN Netcom reserves the right to modify commission rates from time to time at its discretion by providing Referral Participant with thirty [30] days written notice as posted on the Jabra Referral Program section of PartnerNet portal.
- 3.5. In order for Referral Participants to receive commission payments on partial shipments, the Customer must specify on the purchase order that it will accept partial shipments and pay partial invoices.
- 3.6. Products sold to a Customer from Referral Participant's own inventory are not eligible for commissions under the Jabra Referral Program.
- 3.7. Referral Participant will not be paid a commission (i) on any Products that are rejected or returned [If an commission has already been paid and a Customer returns Product, GN Netcom reserves the right to bill Referral Participant and collect such commissions paid, which Referral Participant shall pay GN Netcom within thirty (30) days of the invoice, or to deduct such commissions from subsequent commissions due Referral Participant from GN Netcom.], (ii) on any portion of the Price for Products that become subject to adjustment, refund or rebate, (iii) on any Product sold out of Referral Participant's inventory, (iv) any Product purchased by Customer from anyone other than directly from GN Netcom or (v) if a payment to GN Netcom must be returned due to a claim, action or proceeding (whether voluntary or involuntary) involving a Customer under any bankruptcy, insolvency, debtor's relief law or otherwise. Commissions are calculated based upon the commission schedule and Price in effect on the date of Product shipment.
- 3.8. A person or business entity in common control with Referral Participant cannot be both a Customer and a Referral Participant on the same Customer purchase. A commission will not be paid to Referral Participants purchasing Products for internal use.

#### **4. PRE-QUALIFICATION OF LARGE PURCHASES**

Customer purchases of Product of greater than \$25,000 per purchase order must be pre-qualified with GN Netcom. Failure to qualify the order may result in forfeiture of commissions.

#### **5. CUSTOMER RELATIONSHIP**

Because Customers solicited by Referral Participant purchase Products directly from GN Netcom or another authorized Jabra Partner, GN Netcom has customer satisfaction, legal, and other vital interests in the Customer relationship. Therefore, GN Netcom shall own all Customer information provided by Referral Participant. Because Customers from which orders to purchase Products from GN Netcom are secured by Referral Participant on one occasion may independently choose to buy directly from GN Netcom or an authorized Jabra Partner on others, or to engage other Referral Participants. Referral Participant is not entitled to a commission on future Customer purchases by securing one order. For continuing orders to be eligible for commissions, Referral Participant must provide sales, marketing, and services support and a value added solution resulting in the Customers' decisions to submit orders to purchase Products directly from Jabra and be identified by Customers as having done so on each purchase order.

#### **6. TERM AND TERMINATION OF THE AGREEMENT**

- 6.1. This Agreement is effective as of the Approval Date, and will continue until terminated as provided herein.
- 6.2. Either party may terminate this Agreement at any time, without cause, upon thirty [30] days written notice.
- 6.3. GN Netcom may terminate this Agreement immediately if one or more of the following occurs:
  - 6.3.1. If Referral Participant breaches any of the conditions of this Agreement, and does not remedy the breach within fifteen [15] days.
  - 6.3.2. If Referral Participant makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent, or is placed in the hands of a receiver or any similar event occurs.
  - 6.3.3. If Referral Participant sells, transfers or assigns management of a significant portion of its stock to a third party or enters into any transaction that results in the loss of management control over Referral Participant's organization.
- 6.4. UNDERSTANDING FULLY THE RISK THAT THIS AGREEMENT MAY BE TERMINATED AT ANY TIME WITHOUT CAUSE WHATSOEVER, Referral Participant agrees that in the event of termination, GN Netcom shall not under any circumstances be liable by reason of such termination, for damages or otherwise, whether the loss of present or prospective commissions or lost profits, or for expenditures, investments, opportunities forgone, or for the inability to fulfill Customer contracts, or otherwise. To the extent permitted by applicable law, and in consideration of its entering into this Agreement, Referral Participant waives and relinquishes any rights or claims under franchise, dealership, or other statutes, or at common law, that would or might arise out of a termination of this Agreement by GN Netcom or refusal by GN Netcom to renew or extend the term of this Agreement.

6.5. In the event that this Agreement expires or notice of termination of the Agreement is given for any reason, Referral Participant shall immediately cease representing itself as a Jabra Referral Participant. Referral Participant shall be entitled to compensation, as set forth in the Product and Commission Schedule published on the Jabra Referral Program section of PartnerNet portal or as otherwise made available by GN Netcom, for orders by Customers which have been accepted by GN Netcom prior to the expiration date or effective date of termination.

## **7. AUDIT**

During the term of the Agreement, GN Netcom and its designated representatives shall have full access to Referral Participant's pertinent books and records and shall have the right to make copies of such materials as is reasonable to verify compliance with this Agreement. GN Netcom shall conduct such audits during normal business hours and from time to time, as GN Netcom deems necessary.

## **8. RECORD RETENTION**

Referral Participant will retain information pertaining to sales and marketing activities of the Referral Participant related to this Agreement for at least four (4) years from the date of commission payment.

## **9. NEW PRODUCT ANNOUNCEMENTS**

Notwithstanding any other provisions of this Agreement, GN Netcom may elect at any time during the term of the Agreement to announce new products to which the terms and conditions of this Agreement do not apply or to discontinue eligibility for any Products.

## **10. CONFIDENTIALITY**

Confidential information shall mean all information designated "GN Netcom Confidential" and disclosed to Referral Participant which relates to the present or future development and business activities of GN Netcom, including but not limited to, all sales, promotional, advertising and support programs. Referral Participant shall hold such confidential information in trust and confidence for GN Netcom and shall not use it except in furtherance of the relationship set forth in this Agreement, nor publish, disclose or disseminate it, except as may be authorized by GN Netcom in writing. Upon the expiration or termination of this Agreement, Referral Participant shall promptly deliver to GN Netcom all written, electronic or other matter containing any such confidential information or, at GN Netcom's option, certify that such has been destroyed.

## **11. LIMITED WARRANTY**

The applicable GN Netcom limited warranty statement is included with each Product shipped or provided to Customers. Referral Participant shall not make any other warranty, whether written or oral, with respect to Products. GN Netcom makes no warranties to Referral Participant with respect to Products. EXCEPT FOR THE WARRANTY SET FORTH IN THE GN NETCOM LIMITED WARRANTY STATEMENT, GN NETCOM MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OF JABRA PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

## **12. LIMITATIONS OF LIABILITY**

For any claim Referral Participant brings against GN Netcom, GN Netcom's liability shall not exceed the lesser of (i) Referral Participant's actual damages caused by the breach; or (ii) the actual purchase price of the product. IN NO EVENT SHALL GN NETCOM BE LIABLE TO REFERRAL PARTICIPANT OR THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF GN NETCOM HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

## **13. INDEMNIFICATION**

Referral Participant agrees to indemnify against and hold GN Netcom harmless from any and all claims by any other party resulting, directly or indirectly, from Referral Participant's or Referral Participant's employees' and Referral Participant's acts, omissions, misrepresentations, or negligence, regardless of the form of action.

**14. OTHER TERMS**

- 14.1. THE AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF New Hampshire.
- 14.2. Any action by Referral Participant related to the Agreement must be brought within one year from the date such action could have first been brought. The parties expressly agree to this provision notwithstanding any longer period that may be provided by statute and any such period is expressly waived. Disputes of commissions require written documentation to be submitted by Referral Participant to GN Netcom. Referral Participant agrees that GN Netcom will be the final authority in resolving disputes about commissions.
- 14.3. The entire understanding between the parties is incorporated herein and supersedes all prior discussions, programs, and agreements between the parties relating to the subject matter. This Agreement can be modified only by a written amendment executed by Referral Participant and GN Netcom.
- 14.4. Any obligations and duties, which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination and remain in effect.
- 14.5. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 14.6. Neither party shall be liable for the failure to perform any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control.
- 14.7. Unless otherwise provided in this Agreement, notices shall be in writing and deemed given and received when sent by overnight mail (1) to GN Netcom, at 77 Northeastern Blvd. Nashua, NH 03062 or (2) to Referral Participant, to the address set forth in section two of this Agreement, or to other addresses as Jabra Referral Participant and GN Netcom specify in writing to the other party.
- 14.8. Any waiver of any kind by GN Netcom of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Referral Participant. Any GN Netcom delay or omission in exercising any right, power or remedy pursuant to a breach or default by Referral Participant shall not impair any right, power or remedy that GN Netcom may have.
- 14.9. In any action or proceeding between the parties, or brought to enforce the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its attorneys' fees and costs.
- 14.10. This Agreement is GN Netcom Confidential.

**15. COMMUNICATIONS**

In the event that GN Netcom needs to quickly communicate with you, from time to time you may receive e-mail from GN Netcom concerning the Referral Participant Program in addition to communications posted on Jabra Partner Portal.

**16. OFFICER SIGNATURE**

Referral Participant acknowledges that it has read this Agreement and agrees to be bound by its terms and conditions. Submission of page one (1) and the executed Officer Signature shall be deemed as acceptance to the entire Jabra Referral Agreement document.

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(Officer signature & date)

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(Please print or type officer name & title)

Please either fax to GN Channel Marketing at **1.603.598.0488**, or send via US Mail to:

**GN Netcom  
Channel Marketing/Partner Authorizations  
77 Northeastern Boulevard  
Nashua, NH 03062**

**Note to Canada Partners:** Please complete the agreement only. You do not need to complete the W-9 form. Participants must comply with Canadian tax laws.