

# **REFERRAL PARTNER PROGRAM POLICY**

Effective Date : January 24,2023

Control No. Version 1.0

All Referral Partners are required to complete the Referral Partner Agreement and remain in compliance with the terms and conditions thereof, including the Referral Partner Program Policy enlisted below. This list contains everything you need to know to be an Referral Partner from a more macro-level operational perspective.

## **Referral Partner Registration Steps**

- 1. A Referral Partner fills up a form on Wingify's website for an application to the Referral Partner Program
- 2. The information filled in by the Referral Partner gets transferred to "PartnerStack", and once approved from Wingify's end, the Referral Partner's account gets activated
- 3. Referral Partner now has access to all the content, branding material, and a Lead Sharing Form. required to promote VWO

## **Referral Partner Workflow**

- 1. Referral Partners will promote VWO through multiple channels, using a Lead Sharing Form created by PartnerStack and provided by Wingify
- 2. Partner Referrals will visit vwo.com and fill up different forms on the website sharing their details
- 3. All this data will be transferred to Marketo and then Salesforce. This data will also be transferred to PartnerStack at the same time
- 4. All the Referral Partners will be able to track (i) the number of clicks on the Lead Sharing Form, the number of MQLs, the number of opportunities created, the number of final closed won opportunities, and the total Contract Value
- 5. Basis the total Contract Value, the commission percentage prescribed in the Referral Partner Agreement will be transferred to the Referral Partner

## **Consideration Of A Valid Partner Referral Lead**

- 1. If the Partner Referral is an existing customer of Wingify, the Partner Referral will not qualify as a valid Partner Referral lead
- 2. If the Partner Referral was an existing customer of Wingify within a period of less than or equal to six months from the date of churn, the Partner Referral would not qualify as a valid Partner Referral lead; however, if the Partner Referral lead is greater than six months from the churn date, it will be considered as a valid Partner Referral lead
- 3. The Partner Referral lead will qualify as a valid Partner Referral lead only if, there is no outbound recorded activity that is being undertaken by Wingify
- 4. If the Partner Referral lead exists in the stage that has an "L1 Status" as "Prospect" and "L2 Status" as "Assigned", "Working" or "Qualified", the Partner Referral lead will not be attributed as a qualified Partner Referral lead
- 5. If the Partner Referral lead exists in the stage as an "L1 Status" as a "Prospect" and "L2 Status" as "Parked" or "Surrendered", the Partner Referral lead will be considered as a valid Partner Referral lead
- 6. If any Partner Referral lead exists in "Active", "Working", or "Open Status", the Partner Referral will not be considered a valid Partner Referral lead
- 7. If any Partner Referral lead exists in "Terminal Status" like "Archive", "Lost" or "Bad Data", the Partner Referral will be considered as a valid Partner Referral lead
- 8. If a Partner Referral lead already consists of a ninety-day valid VWO cookie on its browser, the Partner Referral will not be considered a valid Partner Referral lead



#### Commissions

- 1. Commission Rates. Referral Partner will receive the **commission percentage of volumes more fully described in the Referral Partner Agreement** based on the (i) Contract Value of the Partner Referral's subscription cost at the time of purchase of the corresponding VWO Service from Wingify and (ii) the duration of the contract between the Partner Referral and Wingify.
- 2. Limitations.
  - The Referral Partner must sign up at <u>vwo.com/partners/affiliate</u>
  - Additional limitations that need to be met for the commission to be paid Wingify encourages Referral Partner to read the Referral Partner Agreement for more information on this.
- 3. Upgrades/downgrades. Referral Partner shall not receive an additional commission if a Partner Referral upgrades to a higher-tiered VWO Service in the future. Referral Partner also does not lose commission if they downgrade to a lower-tiered VWO Service in the future. However, the Referral Partner shall receive an additional commission if the Partner Referral purchases additional VWO Services.
- 4. Commission Realisation. For the commission realisation to be fulfilled, the following two conditions need to be met; (i) upon receipt of the Partner Referral lead, the specific and particular Partner Referral opportunity shall be created within sixty days from the date of receipt of the Partner Referral lead, and (ii) the revenue must be realised within twelve months from the date of receipt of the "First Click" of the Lead Sharing Form from the Partner Referral.
- 5. Commission Payment. Referral Partner shall ensure all documents requested by Wingify are submitted, including documents related to tax and finance, among other such documentation Wingify may require from time to time.
- 6. Attribution. In the event that more than one Referral Partner submits the same Partner Referral, the first Referral Partner shall get the commission based on the time stamp recorded by Wingify.
- 7. Disputed Commissions. Parties hereby agree and acknowledge to solve any discrepancies with regard to the commission upon mutual discussion amicably involving the senior management of both parties in good faith.

## **Partner Referral**

- 1. Description of Authority. Referral Partner's authority under this Agreement shall be limited to:
  - 1. Referral Partner shall be restricted to providing Partner Referral leads through the VWO platform for the purpose of soliciting orders for VWO Services to include but not limited to VWO services and products;
  - 2. Referral Partner shall not have the authority to make any commitments or agreements or to incur any liabilities whatsoever on behalf of Wingify.
- 2. Neither party shall be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other party.
- 3. Referral Qualification. Referral Partner acknowledges and agrees that a Partner Referral will qualify only if the terms and conditions of the Referral Partner Agreement and the Referral Partner Program Policy are accepted and complied by the Referral Partner and provided Wingify accepts the "Referral Partner" and the "Partner Referral" and the corresponding business relationship between the parties remain valid through the duration of this Agreement. A potential client or Partner Referral who is already a customer of Wingify, or was a customer of Wingify in the preceding six months, shall not be deemed as a valid Partner Referral lead.
- 4. Lead Referral Fee. The commission shall be payable based on the total Contract Value for the specific VWO Service purchased by the Partner Referral.
- 5. Shared Responsibility. Referral Partner acknowledges and agrees that it shall be solely responsible for each Partner Referral and shall bear all costs associated with the development of any Partner Referral lead.
- 6. Referral Tracking. Wingify shall track Partner Referral requests for VWO Services pursuant to the receipt of information and details received through the Lead Sharing Form. Both Parties may coordinate with the appropriate representative to identify the scope of the sales opportunity for the prospective Partner Referral as may be deemed necessary at the sole option of Wingify's discretion.
- 7. Partner Referral Information. Wingify shall provide the Referral Partner with information, and details of the Partner Referral, including contact information, specific points of contact of the prospective Partner Referral, the background of the relationship and key personnel if requested, key points of interest and scope of work needs/requirements to



#### CONFIDENTIAL

facilitate a successful Partner Referral. Either party may provide a formal introduction to key representatives of the prospective Partner Referral, where and when appropriate.

- 8. The commission shall be paid to the Referral Partner in conjunction with the prescribed timelines of each such Partner Referral and only upon receipt of the fees from the corresponding Partner Referral, i.e. the monies that are realised by Wingify as a consequence of the Referral Partner Program for the onboarding of a Partner Referral through a Referral Partner.
- 9. Payment. Subject to the terms and conditions of this Agreement, Wingify shall pay the Referral Partner the commission within sixty (60) days of receiving payment(s) from the Partner Referral.

# **Promoting VWO**

## 1. VWO Marketing

## Do:

Use the language and assets Wingify has provided the Referral Partner with.

Only use the name "VWO", and it shall not be referred to in any other manner; ensure that such use is consistent with the Brand Usage Guidelines in the Referral Partner Agreement.

## Do Not:

Use false or misleading statements on the benefits of using VWO.

Modify or adjust the VWO wordmark or logo in any sort of marketing material the Referral Partner might create, including the creation of any visual badges or dual-logo lockups.

## 2. What to call yourself

As Wingify has multiple ways to partner with VWO and several ways to reference those relationships, here are some guidelines around what Referral Partner can and cannot refer to VWO as within the VWO Referral Partner Program.

## Do:

Say you're a "VWO Referral Partner".

## Do Not:

Refer to Referral Partner as a Legal Partner or that "Referral Partner" is in legal partnership with VWO." This includes press releases, references in videos, listings on Referral Partner's website, or any other marketing material Referral Partner may be using.

## Do:

Publish, share, disseminate, float, and distribute information and materials provided by Wingify.

## Do Not:

Publish, share, disseminate, float, and distribute information and materials created and developed by the Referral Partner without the prior written and explicit consent of Wingify.



# 3. Buying Ads

Referral Partner will not purchase ads that direct to the Referral Partner Virtual Real Estate (as defined under the Referral Partner Agreement) that could be considered as competing with VWO's own advertising, including, but not limited to, our branded keywords such as "Conversion Rate Optimization" or the like.

CONFIDENTIAL