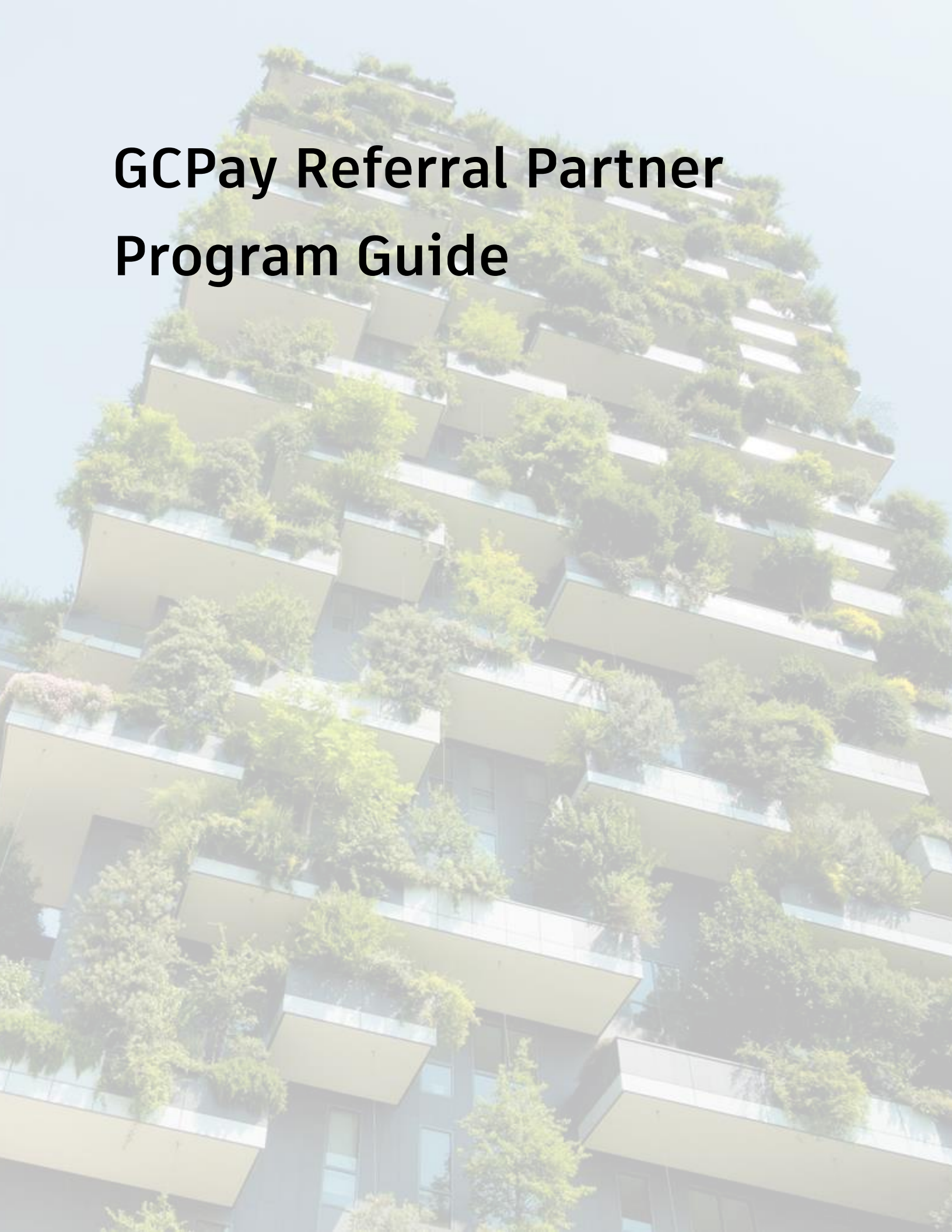


GC Pay Referral Partner Program Guide



Welcome to the GCPay – Sage Business Partner Referral Program

The GCPay Referral Partner Program provides Referrers the opportunity to earn a fee for referring Eligible Leads to GCPay, if those Eligible Leads result in a Closed Sale.

The GCPay Referral Partner Program provides Referrers the opportunity to earn a fee for submitting Eligible Leads through a GCPay Referral Registration form, if those Eligible Leads result in a Closed Sale. Only Sage Business Partners (as defined below) are eligible for GCPay Referral Registrations.

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About the Guide

This GCPay (an Autodesk Company) Referral Program Guide (“Program Guide” or “Guide”) is referenced in and forms part of the GCPay Referral Agreement (“Agreement”).

Capitalized terms in this Program Guide have the same meanings assigned to them in the Agreement, unless otherwise specified. You are referred to as a “Referrer” in this Program Guide. The effective date of this Guide is April 1, 2025. If the Agreement effective date is later than April 1, 2025, the effective date of this Guide will be the effective date of the Agreement. Updates are effective as of the date of the update. GCPay reserves the right to amend, modify, or terminate this Program Guide and the programs or benefits described herein at any time with ninety (90) days written notice. In the event that GCPay makes new programs available to partners, those programs will be announced via partner newsletters or equivalent communications. Nothing in this document requires GCPay to consider a Referrer for any Product, expertise, or any other program. GCPay reserves the right to interpret or clarify this Program Guide at its sole discretion.

As used in this Program Guide, the term Referrers includes Sage Business Partners participating in the Program only. This Program Guide contains GCPay Confidential Information and should be treated as Confidential Information under the terms of the Agreement.

The following terms shall have the following definitions in this Guide:

“GCPay” means GCPay (an Autodesk Company), or any successor in interest thereto.

“GCPay Referral Registration” is the formal in-take form on the customer, submitted by a Referrer to GCPay. <https://www.gcpay.com/partnerreferrals>

“Referral Fee” is the payment Autodesk will make to the Referrer for an Eligible Lead referred to GCPay which results in a Closed Sale of Products.

“Sage Business Partner” is a company that sells and refers Sage software solutions and provides value-added services to customers. They can also be called Sage Consultants, Sage Channel Partners, or Sage Resellers.

1. The Program

Program Overview

The GCPay Referral Partner Program gives Referrers the opportunity to identify and refer sales opportunities and receive a Referral Fee for a Closed Sale resulting from such Eligible Leads (the “Program”).

Referrers participating in the Program may be eligible for the following Referral Fee for a Closed Sale resulting from an Eligible Lead referred to GCPay:

- Subject to the terms and conditions specified herein, a Referral Fee of 20% of the GCPay Sales/Subscription Net Invoice Amount for all sales to Sage ERP customers, including existing commissionable customers from AMENDMENT NO. 1 TO ISV PARTNER RESELLER AGREEMENT dated December 1, 2020, Implementation services are not eligible for the Referral Fee.
 - Payments will continue as long as both these conditions are met: (i) the customer renews with GCPay and continues to use GCPay with Sage solutions, and (ii) the Referral Agreement is valid and still in force with the Referrer.
 - Autodesk will bill customers directly for GCPay solutions.
- To be considered for the GCPay Referral Partner Program, Referrers must register as an Autodesk Supplier within ten (10) business days of acceptance into the Referral Partner Program. This formal registration process enables Autodesk to make Referral Fee payments.
- Referrers are not eligible for Referral Fees for Closed Sales related to Token Flex or Multiflex licensing transactions.
- Referrers are not eligible for Referral Fees for Closed Sales related to GCPay’s ePayment feature.

“Net Invoice Amount” means the amount invoiced to an End User by GCPay for the Products after deducting all discounts, freight, transportation or other allowances, sales or other taxes, COD or other delivery charges, insurance credits, mailing costs and the like, as reasonably determined by GCPay.

GCPay pricing information is confidential between GCPay and its customers. Referral Fee calculations are based on End User pricing that may vary by customer. Pricing information on particular transactions is not available to Referrers.

Returns

If the End User cancels its contract with GCPay and receives a refund, the Referrer will not be eligible for the related Referral Fee. If the Referrer has already received the Referral Fee payment, GCPay may request that the Referral Fee be returned to GCPay or deduct the amount of the Referral Fee for the returned product from the Referrer's future transactions.

Eligible Products

Referrers shall only be eligible for Referral Fees pertaining to Products included in [Exhibit 1](#) of this Program Guide.

Other Referrer Requirements

- Referrers must have a valid GCPay Referral Agreement.
- Upon GCPay request, Referrers shall complete legal compliance trainings made available by GCPay or Autodesk on various compliance matters, including anti-corruption.

2a. Lead Submission

Submitting Leads

Referrers will submit leads through the GCPay Valued Business Partner Referral Program intake form URL - <https://www.gcpay.com/partnerreferrals>

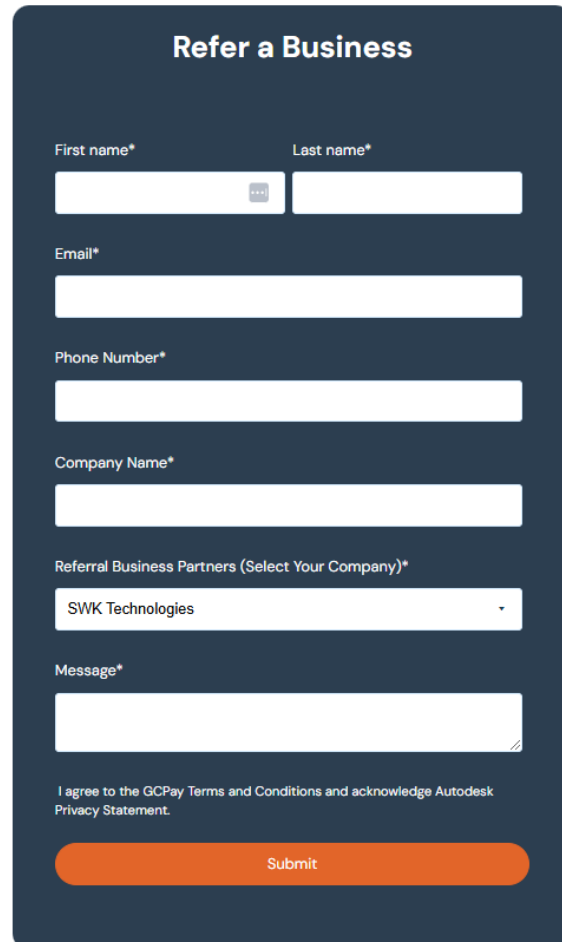
Qualify the Opportunity

Referrers must comply with all applicable laws when submitting a sales opportunity to GCPay, secure all consents required to disclose customer data to GCPay, and otherwise comply with the data privacy and other obligations specified in this Program Guide and in the Agreement. GCPay reserves the right to audit the Referrer's compliance with these requirements.

The sales opportunity and customer information will be collected via a GCPay web-based form as shown here:

**Have a customer who is interested in GCPay?
Refer them to us by using the form.**

- Fill out the customer's full information so we can properly contact them.
- Select your referring business in the dropdown menu.
- Please detail in the message section your contact information and why the customer is interested in GCPay.
- We will be in touch within 48 hours.



The form is titled "Refer a Business" and is set against a dark blue background. It contains several input fields: "First name*" and "Last name*" (split into two boxes), "Email*", "Phone Number*", and "Company Name*", each with a corresponding white input box. Below these is a dropdown menu for "Referral Business Partners (Select Your Company)*" with "SWK Technologies" selected. There is a "Message*" text area with a white box and a small icon in the bottom right corner. At the bottom, there is a line of text: "I agree to the GCPay Terms and Conditions and acknowledge Autodesk Privacy Statement." followed by an orange "Submit" button.

Submission Model

The Referrer must enter a sales opportunity. Following validation, GCPay approves that sales opportunity, thereby confirming it as an Eligible Lead. The Referrer will be eligible for applicable Referral Fees if the referral results in a Closed Sale corresponding to that Eligible Lead.

Lead Submission Requirements

Requirement	Detail
Criteria for opportunity submission	<p>Referrer must include the following information at time of the lead submission:</p> <ul style="list-style-type: none"> • End Username • End User(s) contact information (email address) • Prospective Company Name • Referral Business Partner • Message – Any additional information about the referred company <ul style="list-style-type: none"> ○ Sales opportunities that do not contain valid and complete information will be rejected and will not become Eligible Leads
Eligible Products	Products included in Exhibit 1 of this Program Guide
Eligible Material Types	<p>Commercial new subscriptions are eligible for a Referral Fee</p> <p>Ongoing monthly consumption is eligible for a Referral Fee</p> <p>*Services are not eligible for a Referral Fee</p>

Lead Submission Requirements

Area	Timeline
Review of Lead Submission	Five (5) business days

**Opportunity
(Incentive Validity Period)**

120 calendar days from the date GCPay approves the sales opportunity as an Eligible Lead (calendar days include holidays)

Opportunity Validation

After a sales opportunity has been submitted, it will be subject to review by GCPay. This is to ensure the information entered:

- Complies with all the terms and conditions in this Program Guide,
- Is not a duplicate sales opportunity, defined as:
 - Instances in which more than one sales opportunity has been received for the same End User, or
 - Instances in which GCPay has a prior relationship or existing sales effort with the End User,
- Has all the required information, and
- Is valid.

Should the opportunity conform to all the criteria stated above (and all provisions of this Program Guide), GCPay may approve the sales opportunity, deeming it an Eligible Lead and therefore eligible for Referral Fees if it results in a Closed Sale. When the Incentive Validity Period has passed, the Eligible Lead will expire and will no longer be eligible for the Referral Fee.

GCPay reserves the right to reject sales opportunities for any reason in its sole discretion. In the case of a rejection, the respective rejection reason will be indicated in writing (email being deemed sufficient) to the Referrer.

Non-Compliance

Referrers who misrepresent or otherwise violate the Program terms and conditions do not qualify for the Referral Fees and, in addition, risk suspension from the Program.

Examples of violation of terms and conditions include, but are not limited to:

- **Providing incorrect information.** Entering incorrect information into the opportunity submission. For example, deliberately providing incorrect End User information or falsely representing sales opportunity information.
- **Registering an invalid sales opportunity.** Submitting a sales opportunity that is not real. For example, does not have an actionable compelling event that generated the sales opportunity, or End User is not aware of the solution being proposed in the sales opportunity.
- **Any action that in GCPay's opinion violates the spirit of the Referral Program.**

Sales opportunities will be reviewed for completeness, accuracy, and compliance with Program terms & conditions. Additionally, Closed Sales will be audited to verify adherence to the Program terms and conditions. If it is determined by GCPay that there has been any violation of terms and conditions, GCPay, at its sole discretion, may suspend any or all of Referrer's benefits under this Program and avail itself of any other remedies for breach as set forth in the Agreement, including restitution of Referral Fees received.

2b. Account Planning

Referrers that have an approved GCPay Referral Registration with GCPay may be eligible for Referral Fees for a Closed Sale

- Autodesk will pay Sage Business Partner Referrer **20%** of the GCPay Sales/Subscription net revenue for all sales to Sage ERP customers, including existing commissionable customers.
- To be considered for the GCPay Referral Partner Program, Referrers must register as an Autodesk Supplier within ten (10) business days of acceptance into the Referral Partner Program. This formal registration process enables Autodesk to make Referral Fee payments.
 - Payments will continue if the customer renews with GCPay and continues to use GCPay with Sage solutions, and the Referral Agreement must be valid and current with the Referrer.
- Referrers are not eligible for Referral Fees for Renewals or for Closed Sales related to Token Flex or Multiflex licensing transactions
- Referral Fees will be paid on the End User Net Invoice Amount

3. Payment

Partner Eligibility

Referrers must have accepted the terms of the Agreement, have been accepted into the Program by GCPay, and must not be in breach of the Agreement to receive payment. In the event that the Referrer is not in compliance with the Agreement or the Program Documentation, payment in respect of any Referral Fees will be forfeited.

- To be considered for the GCPay Referral Partner Program, Referrers must register as an Autodesk Supplier within ten (10) business days of acceptance into the Referral Partner Program. This formal registration process enables Autodesk to make Referral Fee payments.

Payment

Referrers will issue an invoice each month to Autodesk:

- a) corresponding to the appropriate Referral Fee amount as shown on that month's Referral Fee statement (see Communication section below), and
- b) referencing the Purchase Order number supplied to the Referrer by Autodesk.

Autodesk will issue payments to be made to Referrers. Referrers will be responsible for any resulting bank charges. Payments will be made within sixty (60) days from the date of the invoice. Refer to Guide [Exhibit 2](#) for payment details.

Communication

Referral Fee statements will be made available to the Referrer via email.

In the event a Referrer disagrees or finds errors in the final payout information, the Referrer must raise this issue with GCPay within thirty (30) days after the payout information has been made available to Referrer, otherwise the payout information is deemed accepted by Referrer. Reports will only include the Net Invoice Amount to End Users for any Closed Sales from Eligible Leads submitted by the respective Referrer.

Program Support

For assistance, Referrers may contact us by email at sales@gcpay.com.

Guide Exhibit 1: Eligible Products

- [GCPay](#)

Guide Exhibit 2: Payment Details

Referral Fee Statements

GCPay will send a statement regarding Referrer's eligible Referral Fees from the prior month via email. The statement will identify the Referrer's eligible transactions and the total amount of eligible Referral Fees for that period. Once reviewed, Referrer will send an invoice to Autodesk, inclusive of the Referrer's specific purchase order number.

Payment Process

Autodesk will make payments via wire transfer to the Referrer's bank account of record, as provided to GCPay/Autodesk by the Referrer. It is the Referrer's responsibility to ensure that Autodesk has the correct bank account information.

Payments will be made only to bank accounts in the name of the Referrer and in the US only.

Referrer is responsible for any bank charges associated with the wire transfer.

Tax

All fees under the Agreement are exclusive of any tax, levy, or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any export, federal, state, or local VAT, sales, use or goods and services taxes and business taxes, customs or excise duties.

All payments made to Referrers shall be made free and clear without deduction for any and all present and future taxes imposed by any taxing authority; provided however, that in the event that GCPay is prohibited by law from making such payments unless GCPay deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then GCPay shall withhold and remit all such taxes. In such case, GCPay shall pay to Referrer the remaining net amount after such taxes have been withheld. Further, GCPay shall furnish Referrer with a copy of a tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid.