CHANNEL PARTNER

Referral Partnership Agreement

A starting-point template for agencies and consultancies that refer clients to Roark's voice AI testing and analytics platform, and earn referral fees in return. Replace every [BRACKETED] placeholder before use.

Template, not legal advice. This document is a starting point to open a conversation. Have your counsel review it before signing, in particular the commission schedule, clawback, data protection, and governing-law sections. Roark and its personnel are not your attorneys and this template creates no obligation until a final agreement is executed by both parties.

This Referral Partnership Agreement (the "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

Roark, [Roark, Inc.], a [Delaware corporation] at [ADDRESS] ("**Roark**"); and

Partner, [PARTNER LEGAL NAME], a [STATE / ENTITY TYPE] at [ADDRESS] ("**Partner**").

Each a "**Party**" and together the "**Parties**."

1 · Purpose

Partner refers prospective customers to Roark's voice AI testing and analytics platform (the "**Platform**"). In exchange, Roark pays Partner the referral fees in **Schedule A**. This is a referral arrangement only: Partner does not resell, rebrand, or take title to the Platform unless the Parties agree otherwise in writing.

2 · Definitions

"Referred Customer" means a prospect that (a) Partner registers under Section 3 and (b) Roark accepts, and that subsequently becomes a paying subscriber to the Platform.

"Subscription Revenue" means net recurring subscription fees actually received by Roark from a Referred Customer, excluding taxes, usage overages beyond plan, third-party pass-through costs, discounts, credits, refunds, and chargebacks.

"Qualifying Period" means the period during which referral fees accrue for a Referred Customer, as defined in Schedule A.

3 · Referral registration

3.1 **Registration.** Partner submits prospective customers via [REFERRAL FORM / partnerships@roark.ai] with the prospect's company name and primary contact.

3.2 **Acceptance and conflict.** Roark confirms within [5] business days whether the prospect is eligible. A prospect is not eligible if, at registration, it is already a Roark customer, is in an active sales process with Roark, or has already been registered by another partner. Roark's records are the source of truth for conflicts.

3.3 **Attribution window.** A validly registered and accepted prospect is attributed to Partner for [90] days. If it becomes a paying subscriber within that window, Partner earns fees per Schedule A. Roark may extend the window in writing for long sales cycles.

4 · Roles

4.1 **Roark** owns the sales process, pricing, contracting, onboarding, support, and billing for each Referred Customer.

4.2 **Partner** may co-sell and support the relationship, but has no authority to quote prices, make commitments, sign contracts, or make warranties on Roark's behalf, and will not make any representation about the Platform inconsistent with Roark's published materials.

5 · Fees and payment

5.1 **Fees.** Roark pays Partner the referral fees in Schedule A. Partner may elect the fee model (recurring revenue share or one-time bounty) per Referred Customer at registration; absent an election, the recurring revenue share applies.

5.2 **Accrual.** Fees accrue only on amounts actually received by Roark from the Referred Customer, and only during the Qualifying Period.

5.3 **Payment schedule.** Roark pays accrued fees [monthly / quarterly], within [30] days after the close of each period, once the total owed exceeds [$100] (amounts below the threshold roll forward). Payment is by [ACH / wire] to the account Partner designates.

5.4 **Clawback.** If Roark refunds, credits, or charges back amounts on which a fee was paid, or a Referred Customer disputes or fails to pay, Roark may offset the corresponding fee against future payments or invoice Partner for it.

5.5 **Taxes.** Fees are exclusive of taxes; each Party is responsible for its own taxes, and Partner is responsible for taxes on the fees it receives.

5.6 **Records.** Roark provides a statement with each payment showing Referred Customers, applicable revenue, and fees. Partner may request reasonable substantiation once per [12] months.

6 · Term and termination

6.1 **Term.** This Agreement begins on the Effective Date and continues until terminated.

6.2 **For convenience.** Either Party may terminate on [30] days' written notice.

6.3 **For cause.** Either Party may terminate immediately on the other's uncured material breach ([15]-day cure period) or insolvency.

6.4 **Survival of earned fees.** On termination, Partner continues to receive fees for Referred Customers that became paying subscribers before termination, for the remainder of their Qualifying Period, subject to 5.4 and 6.5. No fees accrue for prospects registered but not yet converted at termination.

6.5 **Termination for Partner breach.** If Roark terminates for Partner's uncured material breach (including Sections 7, 8, or 9), Roark's obligation to pay further fees ends on the termination date.

6.6 **Survival.** Sections 2, 5.4, 6.4–6.6, 7, 8, 9, 10, 11, 12, and 13 survive termination.

7 · Independent contractors

The Parties are independent contractors. This Agreement creates no partnership, joint venture, agency, franchise, or employment relationship, and neither Party may bind the other.

8 · Confidentiality

Each Party may receive the other's non-public information ("**Confidential Information**"), including customer lists, pricing, and the terms of this Agreement. The receiving Party will use it only to perform under this Agreement, protect it with at least reasonable care, and not disclose it except to personnel with a need to know who are bound by similar obligations. This excludes information that is public, independently developed, or rightfully received from a third party. Obligations continue for [3] years after disclosure.

9 · Non-circumvention and non-solicitation

9.1 Partner will not knowingly interfere with or attempt to divert a Referred Customer's relationship with Roark.

9.2 During the Term and for [12] months after, neither Party will solicit for employment the other's employees with whom it had material contact under this Agreement (general job postings excepted).

10 · Intellectual property; brand use

10.1 Each Party retains all right, title, and interest in its own IP, marks, and materials.

10.2 Roark grants Partner a limited, revocable, non-exclusive license to use Roark's name and logo solely to market and refer the Platform per Roark's brand guidelines; Partner grants Roark a reciprocal license to identify Partner as a partner. Neither Party will use the other's marks in a confusing or disparaging way.

11 · Data protection

Each Party will comply with applicable data protection laws. Partner will not transfer personal data of any prospect or customer to Roark except contact details submitted for referral, and only where Partner has a lawful basis to do so. If the Parties process personal data on each other's behalf, they will enter a data processing addendum.

12 · Warranties; disclaimer; liability

12.1 Each Party warrants it has authority to enter this Agreement and will comply with applicable laws, including anti-bribery and anti-corruption laws.

12.2 **Disclaimer.** Except as expressly stated, the Platform and this Agreement are provided "as is," and Roark disclaims all other warranties to the extent permitted by law.

12.3 **Limitation.** To the maximum extent permitted by law, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability will not exceed the total fees paid or payable to Partner in the [12] months before the claim. This does not apply to breaches of Sections 8 or 9 or to indemnification obligations.

12.4 **Indemnity.** Each Party will defend and indemnify the other against third-party claims arising from its own material breach, gross negligence, or willful misconduct.

13 · General

13.1 **Governing law.** Governed by the laws of [STATE / Delaware], without regard to conflicts of law; venue and jurisdiction lie in the courts in [COUNTY, STATE].

13.2 **Assignment.** Neither Party may assign without the other's written consent, except to a successor in a merger or sale of substantially all assets.

13.3 **Notices & entire agreement.** Notices are in writing to the addresses above (or designated emails), effective on receipt. This Agreement, including Schedule A, is the entire agreement and supersedes prior discussions; amendments must be signed by both Parties.

13.4 **Non-exclusive; counterparts.** This Agreement is non-exclusive, and either Party may enter similar arrangements with others. It may be signed in counterparts, including electronic signatures.

ROARK	PARTNER
Signature	Signature
Name & title	Name & title
Date	Date

Schedule A · Commission schedule

Partner may elect one model per Referred Customer at registration.

Model A: Recurring revenue share (default).

TERM	VALUE
Standard rate	[15]% of Subscription Revenue received
Volume tier	[20]% at [5]+ concurrently active Referred Customers
Qualifying Period	[life of the account] (alt: [24] months from first paid invoice)
Accrual start	Referred Customer's first paid subscription invoice

Model B: One-time referral bounty. Paid once, after [60] days as an active paying subscriber (past the refund window).

CUSTOMER PROFILE	ONE-TIME BOUNTY
Starter / SMB	[$250]
Growth / Team	[$750]
Enterprise	[$2,000]+ (negotiated per deal)

Payment terms. [Monthly], within [30] days of period close; [$100] minimum payout (rolls forward); by [ACH / wire] in [USD]. All rates above are indicative defaults for negotiation.