

# Western Union Business Customer Referral Bonus Program

The Western Union Company and its subsidiary companies (“Western Union” or the “Company”) has a Customer Referral Bonus Program (“Program”) that rewards eligible Western Union employees with a referral bonus (“Referral Bonus”) for successful customer leads given to Western Union Business Solutions (“WUBS”). This Program takes effect from 1 March 2015 and shall continue subject to the terms set out below.

## 1. PURPOSE

The Program is intended to encourage eligible employees to participate in the ongoing success of WUBS by rewarding the referral of leads to the business. The Company is looking, in particular, for an increase in the movement and transfer of leads and prospective WUBS customers globally. The Program is open to all eligible Western Union employees.

## 2. ELIGIBLE LEADS

- 2.1 A qualifying referred lead or prospective customer may be either a new customer (e.g. a prospective company, firm, partnership or other entity) or a new business contact within an existing customer (a “Lead”).
- 2.2 In order to qualify as a Lead, certain information must be provided to the Company as follows:
  - 2.2.1 Lead details including name of prospective customer / business contact, company name, country, industry sector, contact email and phone number;
  - 2.2.2 Information regarding the eligible employee’s relationship with the Lead, including duration of your relationship with the contact, and the nature of contact (e.g. relative, friend, business contact, non-business contact, family business, friend’s business etc).
- 2.3 To be considered by the Global Referral Committee (which the company has established to review submissions under the Program), the Lead must be submitted using the Customer Referral Programme form located on <http://business.westernunion.com/Customer-Referral-Program/>. Any other referrals will not be eligible to be considered under this Program.
- 2.4 A Lead must not be listed in the WUBS prospecting database at the time details of the Lead are submitted under this Program unless (i) the Lead in the WUBS prospecting database has not been actively managed (i.e. if the Lead’s account has been closed or there has been no contact with the Lead) at any time during the 90 day period immediately prior to the Lead being submitted pursuant to this Program, or (ii) the Lead is an overseas branch or office of an existing WUBS customer or one listed in the WUBS prospecting database (iii) there is no planned marketing activity/sales contact in the next 90 days.
- 2.5 Referred revenue is counted as new business unless it replaces existing core revenue or an existing core target. The referred revenue will be assessed by the Global Referral Committee prior to being accepted and becoming eligible for commission.
- 2.6 To be eligible, a Lead that is an overseas branch or office of an existing WUBS customer or one listed in the WUBS prospecting database must be assessed by the Global Referral Committee, at its sole discretion, as providing further business opportunities that exist outside of the current customer relationship.
- 2.7 Leads referred to WUBS prior to the commencement of the Program will not be eligible for a Referral Bonus.
- 2.8 The Lead will be subject to the same verification process as any other new business in accordance with WUBS’ requirements and policies in place from time to time.
- 2.9 Customers must reside in a country where WUBS has a physical sales presence. These countries are Australia, Austria, Belgium, Canada, Columbia, Cyprus, Czech Republic, France, Germany, Hong Kong, Ireland, Italy, Japan, Malaysia, Malta, New Zealand, Peru, Poland, Singapore, Spain, Sweden, Switzerland, UAE, United Kingdom and United States.

- 2.10 The Program does not limit the Company's managerial discretion with respect to ongoing business opportunities as a result of any referral made or arising under this Program.
- 2.11 The Lead details will be checked and validated by the Global Referral Committee to ensure the information provided is accurate and to prevent any 'lead mining' and to exclude ineligible Leads or ineligible employees. The Global Referral Committee may approve or reject any referral at its sole discretion. The Global Referral Committee can choose to prioritise one Lead over another, irrespective of when they are submitted. If duplicate Leads are submitted, only the earlier submissions will be eligible under the Program, if approved.
- 2.12 The Global Referral Committee will endeavour to notify employees whose referrals have been approved as soon as reasonably practicable.
- 2.13 All decisions of the Global Referral Committee, including (but not limited to) on employee and Lead eligibility, Lead approval, whether a Lead has been actively managed and Referral Bonus payment, are at its sole discretion and are final and not subject to appeal or other challenge.

### **3. ELIGIBLE EMPLOYEES**

- 3.1 All regular full-time or part-time employees of any Western Union company are eligible to participate in this Program.
- 3.2 An employee participating in a WUBS sales compensation plan where the revenue generated by the Lead would otherwise count towards that employee's existing sales compensation plan or revenue target is not eligible for a Referral Bonus in respect of such Lead, unless the revenue generated by the Lead would not count towards that employee's existing sales compensation plan or revenue target (as determined by the Global Referral Committee at its sole discretion).
- 3.3 Any WUBS employee working in a Demand Generation / Lead Generation role is not eligible unless the Lead is outside the country / territory / region for which the employee is responsible (as determined by the Global Referral Committee at its sole discretion).
- 3.4 The referring employee must be actively employed by a Western Union company and not under notice to terminate the employee's employment (whether notice was given by the employee or the company) at the time the Referral Bonus is otherwise payable. If the referring employee is terminated or is given or gives notice of termination, for any reason, prior to the payment of any Referral Bonus, no Referral Bonus will be paid or any compensation in lieu thereof.

### **4. REFERRAL BONUS**

- 4.1 The Referral Bonus will be paid at a rate of 10% of net revenue (net revenue is gross revenue less any rebates, bank fees and is consistent with those details used for the accounting records) generated directly by an eligible and approved Lead from the Lead's first trade date ("FTD") for a maximum period of 180 days from the FTD.
- 4.2 Revenue from a Lead will be considered new business unless it replaces existing revenue or an existing customer in which case it will not be eligible under this Program (as determined by the Global Referral Committee in its sole discretion).
- 4.3 Whether revenue from an existing customer is generated by a new business contact (i.e. a Lead) or an existing business contact will be determined by the Global Referral Committee in its sole discretion.
- 4.4 Any Referral Bonus payment is capped so that in any quarter the maximum pay-out for all revenue in respect of all Leads for any referring employee is \$10,000 USD (or its local equivalent).
- 4.5 In the event that a joint application is made by more than one employee submits the Lead, any Referral Bonus will be shared equally among the eligible employees.

4.6 Payment of a Referral Bonus will be made after the relevant quarter, subject to the maximum pay-out, in accordance with the Company's payroll cycle or as soon as administratively practicable.

4.7 A Referral Bonus will be deemed taxable income, subject to the Company's payroll practices or as required by law.

4.8 A Referral Bonus shall not be considered "salary" or "base salary" and will be non-pensionable.

## **5. ADDITIONAL TERMS**

5.1 The Program is non-contractual and the Program and/or its terms may be amended, replaced or withdrawn at any time by the Company at its sole discretion without notice.

5.2 Employees must not make any false representations at any time including but not limited to any customer, potential customer, individual, business, agent or any other prospective or actual Lead either in their individual capacity or on behalf of the Company. Any abuse of or misconduct in connection with this Program may lead to disciplinary action up to and including termination of employment, subject to applicable law.

5.3 This Program is designed to encourage the generation of new customer leads only; employees must not seek to contact prospective customers themselves, engage in any sales activities or provide prospective customers with product advice whatsoever unless expressly authorised to do so.

5.4 Employees must not induce or influence any Lead with anything of value with the intention of securing their business for the Company.

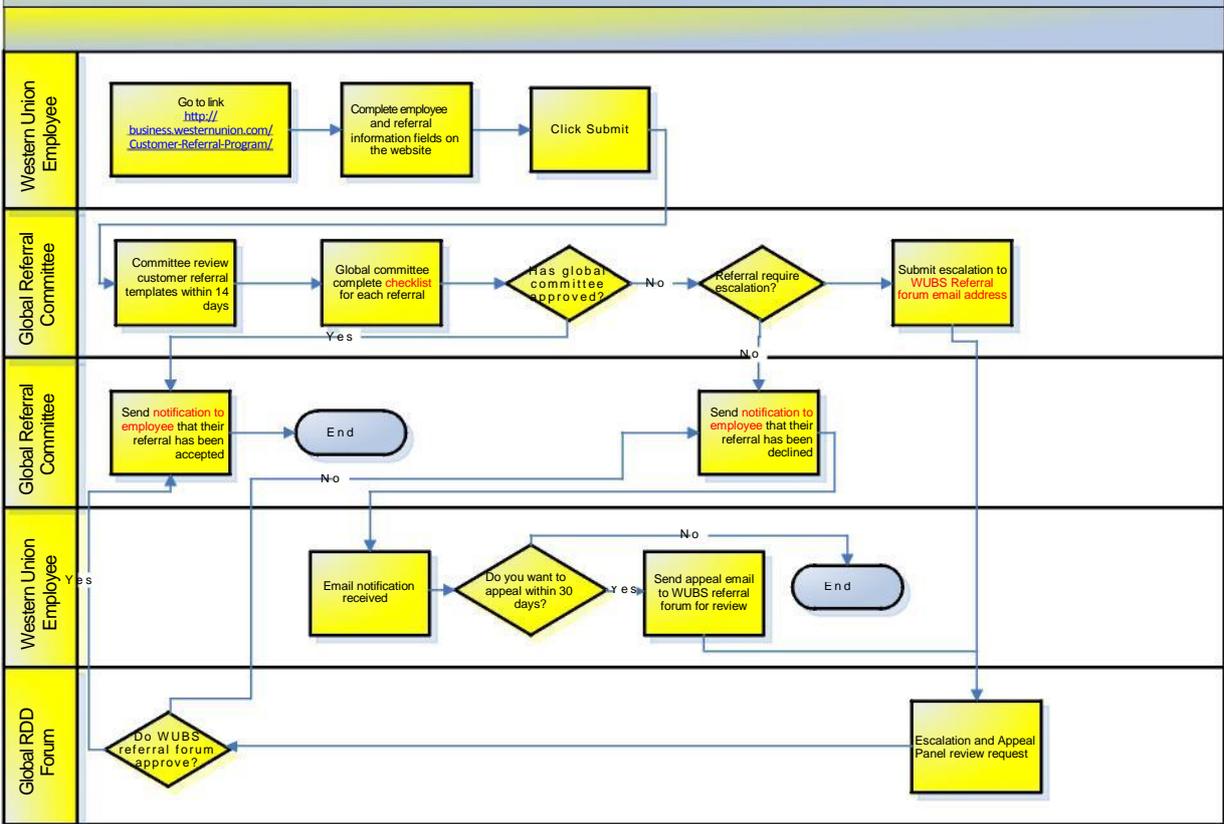
5.5 Any potential conflict of interest that may be created by referring a Lead (e.g. if the Lead is a friend or relative or if the Lead is an entity in which the employee or any friend or relative of the employee has a financial interest) or is a business that will refer leads to the company must be raised with the Global Referral Committee and the Ethics Office in accordance with the Code of Conduct and the Conflicts Of Interest Policy.

5.6 The Program replaces and extinguishes any and all previous customer referral schemes operating within any WUBS entity with immediate effect.

5.7 The Program shall be governed and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in the event of a dispute relating to the Program.

## **PROGRAM PARTICIPATION FLOWCHART\***

GLOBAL REFERRAL PROGRAMME



**\* Participation is subject to the eligibility requirements and the terms of the Program in place from time to time.**