

Premier Partner Program Agreement

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1. Partner Details

Partner Name	[INSERT]
Company Registration	[INSERT]
Principal Contact	[INSERT]
Email	[INSERT]
Authorized Channels	☐ Referral ☐ Reseller ☐ Technology ☐ Consulting
Agreement Start Date	[INSERT]
Initial Term	24 months (minimum commitment)
Agreement End Date	[INSERT]

2. Program Overview

Program Type: Premier Partner **Program Code:** PREMIER

Unicis Tech OÜ (“Unicis”) engages [Partner Name] (“Partner”) as a Premier Partner under the Unicis Partner Programme. As a Premier Partner, you gain access to all four partnership channels (Referral, Reseller, Technology, Consulting) with flexibility to engage customers across multiple service models.

Key Principle: Premier Partners can work across all channels, but must follow **deal registration and revenue-model-selection rules** to prevent conflicts and ensure transparency.

3. Eligibility & Requirements

3.1 Eligibility Criteria

Premier Partner status requires ONE of the following:

Option A: Revenue Commitment

- Demonstrated €50,000+ annual revenue potential with Unicis (via referrals, resales, or consulting)
- Estimated within 12 months of partnership start

Option B: Customer Commitment

- Commitment to bring 10+ customer implementations/deployments within 24 months
- Across any/all of the four channels

Option C: Strategic Fit

- Unicis believes partnership has exceptional strategic value (e.g., market expansion, key vertical)
- Approved by Unicis partnership leadership

All Applicants Must:

- Execute full Premier Partner Agreement (this document)

- Commit to 24-month minimum term
- Complete Unicis Partner Certification (if consulting involved)
- Pass compliance & security review
- Agree to quarterly business reviews

3.2 Approval Process

1. ****Application submission:**** Partner completes Premier Partner application
2. ****Review period:**** Unicis evaluates within 10 business days
3. ****Negotiation:**** If approved in principle, discuss custom terms (if needed)
4. ****Execution:**** Both parties sign this agreement
5. ****Onboarding:**** Partner receives access to all four channels

Typical approval timeline: 2-3 weeks

4. FOUR-CHANNEL ACCESS

4.1 Channel Overview

Premier Partners have authorization for:

Channel	Description	Revenue Model
Referral	Refer customers, earn recurring commission	20% of customer subscription (lifetime)
Reseller	Resell Unicis licenses with margin	Up to 30% margin on licenses
Technology	Build integrations (API, webhooks, MCP)	Co-sell share on integrated deals
Consulting	Deliver implementation & training services	Direct service billing (independent)

4.2 Channel Activation

Upon agreement execution, Partner is immediately authorized for:

- ☐ **Referral channel** (effective immediately)
- ☐ **Technology channel** (if technical team ready; API access granted)
- ☐ **Consulting channel** (pending Certification completion)
- ☐ **Reseller channel** (pending credit/compliance review)

Timelines:

- Consulting certification: Within 30 days (included in onboarding)
- Reseller activation: Within 15 business days (after review)
- Technology setup: Immediate (if developer resources available)

5. DEAL REGISTRATION & REVENUE MODEL SELECTION

5.1 The Core Rule: One Revenue Model Per Deal

CRITICAL PRINCIPLE: For any single customer opportunity, Partner selects ONE revenue model. No stacking.

Why? Prevents conflicts, keeps accounting clean, and ensures fair distribution.

5.2 Deal Registration Process

For any significant opportunity (€10,000+ annual value), Partner MUST register the deal:

Step 1: Submit Deal Registration

- Partner notifies Unicis Partner Manager
- Timing: BEFORE customer presentation OR at discovery
- Method: Email with deal details or via Partner Portal

Deal Registration Template: `` Deal Name: [Customer name / project] Customer Contact: [Name, email, phone] Estimated Deal Size: €[X] annual Intended Revenue Model:

- ☐ Referral (20% commission)
- ☐ Reseller (30% margin)
- ☐ Consulting (service billing)
- ☐ Technology (co-sell)

Description: [Brief summary of opportunity] ``

Step 2: Unicis Review

- Unicis confirms within 3 business days
- Checks for conflicts with other partners
- Locks in revenue model for that deal

Step 3: Deal Execution

- Partner proceeds with locked revenue model
- Cannot change model later

5.3 Revenue Model Selection Guide

Use this matrix to choose your model per deal:

Situation	Best Revenue Model
Customer needs only Unicis platform (no services)	Referral (20% recurring)
Customer wants to buy licenses + integrate with our platform	Reseller (30% margin) + negotiate co-sell share on tech piece
Customer needs implementation + training + platform	Consulting (direct service fees) + resell platform separately
Customer needs custom API integration or automation	Technology (co-sell arrangement)
Partner unsure / wants Unicis guidance	Ask partner manager in deal registration

5.4 Example Scenarios

Scenario A: Pure Referral

- Customer: Mid-market firm needing ISO 27001 checklist
- Partner role: Introduce Unicis, customer buys self-serve
- Revenue model: Referral (20% commission)
- Partner action: None after intro; Unicis manages customer

Scenario B: Reseller + Consulting

- Customer: Bank needing NIS2 implementation
- Partner role: Resell Unicis platform (30% margin) + implement (€50k service fee)
- Revenue model: Reseller (for license) + Consulting (for services) — TWO MODELS, SAME CUSTOMER
- Registration: Must note both (reseller margin on license; separate consulting fees)

Scenario C: Technology Integration

- Customer: Snyk user wanting automated SBOM ingestion into Unicis
- Partner role: Build integration, both companies benefit
- Revenue model: Technology (co-sell)
- Partner action: Build MCP server; Unicis lists in directory; shared customers

Scenario D: Reseller Only (No Implementation)

- Customer: IT service provider wanting white-label Unicis
- Partner role: Resell licenses, customer self-implements
- Revenue model: Reseller (30% margin)
- Partner action: Support customer access; Unicis handles product

6. COMMITMENT & PERFORMANCE TARGETS

6.1 Annual Targets

Partner commits to ONE of the following (at program start):

Option A: Revenue Target

- Year 1: €[INSERT] pipeline value (registered deals)
- Year 2: €[INSERT] pipeline value (cumulative)
- Success metric: Deals closed OR pipeline maintained

Option B: Customer Target

- Year 1: [INSERT: 5-10] customers across any/all channels
- Year 2: [INSERT: 15-25] cumulative customers
- Success metric: Active paying customers or commitments

Option C: Market Expansion

- Year 1: Expand into [region/industry/customer type]
- Year 2: Achieve [INSERT: specific milestone]
- Success metric: Defined by Unicis + Partner agreement

Adjustment Rights:

- Either party may adjust targets at Q1 review if market conditions change
- Miss targets by 50%+: Unicis may discuss partnership continuation (not automatic termination)

6.2 Quarterly Business Reviews

Mandatory cadence: Every 90 days

Review agenda:

- Pipeline review (registered deals, forecast)
- Closed deals & revenue (by channel)
- Customer satisfaction & adoption
- Technical issues or roadblocks
- Co-marketing opportunities
- Targets on track?
- Resource/support needs from Unicis

Attendees:

- Partner: [Name, title, revenue lead]
- Unicis: Partner Manager + relevant functional lead

Outcome: Jointly update roadmap; adjust strategy if needed

7. REVENUE MODELS & PAYMENT TERMS

7.1 Referral Channel (20% Recurring)

- **Commission:** 20% of customer monthly/annual subscription revenue
- **Scope:** Lifetime of customer subscription (as long as customer remains active)
- **Payment:** Monthly invoice, Net 30
- **Threshold:** Minimum €50/month payout (or accumulated next month)
- **Claw-back:** No clawback if customer cancels

7.2 Reseller Channel (Up to 30% Margin)

- **Margin:** 20-30% (tiered based on volume)
 1. 20% margin: 1-10 concurrent users
 2. 25% margin: 11-50 concurrent users
 3. 30% margin: 50+ concurrent users
- **Invoice frequency:** Monthly
- **Payment terms:** Net 30
- **White-label:** Available (custom branding €X setup + €X/request)

7.3 Consulting Channel (Direct Billing)

- **Revenue model:** Partner sets own service rates
- **Typical range:** €100-300/hour or €5k-50k/engagement
- **Billing:** Partner invoices customer directly
- **Unicis platform:** Customer purchases separately
- **Payment:** Independent of Unicis; Partner-customer agreement

7.4 Technology Channel (Co-Sell)

- **Co-sell share:** [INSERT: 10-20%] of referred Unicis deal value
- **Trigger:** Customer uses Partner's integrated solution AND purchases/upgrades Unicis
- **Deal registration:** Must register integration deal with revenue share tracking
- **Payment:** Included in Unicis invoicing (passed through to Partner)

8. CONFLICT RESOLUTION & GUARDRAILS

8.1 No Double-Dipping Rule

Rule: For any single customer, Partner earns revenue via ONE model only.

Examples of violations:

- ☐ Referral a customer (20% commission) THEN resell to same customer (30% margin)
- ☐ Resell + claim consulting service revenue + claim technology co-sell on single project
- ☐ Refer customer to Unicis, then later claim “partner implementation” fees without re-registering deal

Enforcement:

- If Partner violates, revenue allocation is reversed (commission goes to Unicis, not Partner)
- Repeated violations may trigger program suspension

8.2 Deal Registration Lock-In

Once a deal is registered with a revenue model, that model is **locked in** for that customer.

Cannot change later. Example:

- Month 1: Register “ABC Corp” as Reseller deal (30% margin)
- Month 6: Cannot later claim “we did consulting too” and reclassify to consulting revenue

Exception: If customer scope expands (e.g., implementation was Phase 2 add-on), Partner can register Phase 2 separately as new deal.

8.3 Conflict Scenarios

Scenario 1: Partner A referred customer; Partner B wants to resell

- **Solution:** Unicis decides (typically: refer-er keeps referral; new partner can resell differently)

Scenario 2: Partner wants to resell + implement same customer

- **Solution:** Allowed, but must register as two line items:
 1. Reseller revenue: License margin (30%)
 2. Consulting revenue: Service fees (separate invoice)

Scenario 3: Partner tries to claim referral + reseller on same deal

- **Solution:** Violation. Deal re-audited; one model chosen by Unicis; Partner warned.

8.4 Dispute Resolution

1. ****Discussion:**** Partner + Partner Manager discuss (email, 3 business days)
2. ****Escalation:**** If unresolved, escalate to Unicis VP Partnerships
3. ****Arbitration:**** [INSERT: Escalation process or arbitration clause if needed]
4. ****Timeline:**** Resolve within 10 business days or pause payments pending

resolution

9. PARTNER RESPONSIBILITIES

All Four Channels:

- Complete Unicis Partner Certification (consulting focused; others optional)
- Register all significant deals (€10k+) before customer engagement
- Maintain professional standards & represent Unicis accurately
- Comply with GDPR, data protection, security standards
- Provide quarterly business review participation
- Report pipeline status monthly (via Partner Portal or email)

Referral Channel:

- Use referral tracking link/code provided
- Not claim referral commission if customer already Unicis customer

Reseller Channel:

- Manage customer access, provisioning, billing
- Provide first-line support (escalate to Unicis if needed)
- Report monthly active users

Consulting Channel:

- Deliver quality implementation services
- Complete customer onboarding & training
- Maintain customer satisfaction

Technology Channel:

- Keep integration secure & maintained
- Test against latest Unicis API versions
- Provide customer support for integration issues

10. UNICIS RESPONSIBILITIES

- Provide access to all four channels (upon activation)
- Grant API access (if Technology channel activated)
- Maintain stable platform & uptime (99.5% SLA)
- Pay commissions/margins on time (Net 30)
- Assign dedicated Premier Partner Manager
- Conduct quarterly business reviews
- Provide co-marketing support (case studies, webinars, directory listing)
- Early access to new features & APIs
- Prioritized technical support (Tier-1)
- Annual Premier Partner Summit (networking event)

11. CERTIFICATION & TRAINING

11.1 Unicis Partner Certification

Required within 30 days (if consulting channel planned)

Covers:

- Platform overview (2 hours)
- Framework deep-dive: ISO 27001, NIS2, GDPR (3 hours)
- Sales process & objection handling (1 hour)
- Hands-on lab (1 hour)

Assessment: Pass/fail exam (70% passing score)

Renewal: Annually (1-hour refresher + assessment)

11.2 Specializations

Upon certification, Partner may specialize in:

- ☐ ISO/IEC 27001
- ☐ EU NIS2
- ☐ GDPR
- ☐ CRA (Cyber Resilience Act)
- ☐ Risk Management
- ☐ Awareness & Training

Specialist badge: Use in marketing upon specialization completion

12. PARTNER DIRECTORY LISTING

Premier Partners are listed in **Unicis Premier Partner Directory** with:

- Company name, logo, website
- Authorized channels (Referral, Reseller, Technology, Consulting)
- Service specializations
- Locations/regions served
- Contact information
- Customer testimonials (optional)

URL: unicis.tech/partners/premier/[partner-slug]

13. SUPPORT & ESCALATION

Issue Type	Response Time	Contact
Critical (customer blocked)	2 hours	partners@unicis.tech
High (integration broken)	4 hours	partners@unicis.tech
Medium (how-to question)	24 hours	partners@unicis.tech
Low (feature question)	48 hours	partners@unicis.tech
Strategic (partnership planning)	1 week	Partner Manager

14. COMPLIANCE & DATA PROTECTION

Partner agrees to:

- Comply with GDPR, CCPA, local data protection laws
- Execute Unicis Data Processing Agreement (DPA)
- Maintain confidentiality of Unicis/customer information
- Implement security standards (OWASP, NIST CSF minimum)
- Report security incidents within 24 hours
- Maintain SOC 2 Type II or ISO 27001 certification (recommended)

15. INTELLECTUAL PROPERTY & BRANDING

- Partner retains IP on Partner's work (integrations, consulting deliverables)
- Unicis retains IP on platform, APIs, frameworks
- Partner may use Unicis logo/name with prior written approval
- Partner may use "Premier Partner" badge in marketing
- Certified partners may use "Unicis Certified Partner" badge
- Cannot misrepresent Unicis product capabilities

16. TERM & TERMINATION

16.1 Term

- **Initial term:** 24 months (minimum commitment)
- **Auto-renewal:** 12-month periods (unless either party provides 90 days notice)

16.2 Termination for Convenience

Either party may terminate with:

- **Year 1:** 90 days written notice (before end of initial 24-month term)
- **Year 2+:** 60 days written notice

16.3 Termination for Cause

Unicis may immediately terminate if Partner:

- Breaches material terms (non-curable)
- Engages in fraud or misrepresentation
- Fails to register significant deals (systematic pattern)
- Violates confidentiality or IP rights
- Demonstrates sustained underperformance (targets missed >75% for 2+ quarters with no improvement)

16.4 Transition

Upon termination:

- Premier Partner status & access revoked

- Directory listing removed (within 30 days)
- API access disabled
- Partner may serve existing customers for 90-day wind-down
- Customer data exported within 30 days
- Final invoice issued for earned commissions/margins

17. FINANCIAL TERMS SUMMARY

Item	Cost/Revenue
Certification Program	Free
Directory Listing	Free
Partner Manager	Included
Co-Marketing	Best-effort (included)
Annual Summit	Included (travel at Partner cost)
API Access	Free
Support SLA	Priority (included)
Early Access Features	Included
Referral Commission	20% lifetime
Reseller Margin	20-30% (volume-tiered)
Consulting	Direct billing (Partner sets rates)
Technology Co-Sell	10-20% (deal-specific)

18. QUARTERLY BUSINESS REVIEW TEMPLATE

To be completed each quarter:

Q[INSERT] [YEAR] Business Review

Metric	Target	Actual	Status	Notes
Registered pipeline (€)	[X]	[Y]	☐ On track ☐ At risk	
Closed deals (count)	[X]	[Y]	☐ On track ☐ At risk	
Revenue generated (€)	[X]	[Y]	☐ On track ☐ At risk	
Active customers	[X]	[Y]	☐ On track ☐ At risk	
Customer satisfaction (NPS)	[X]	[Y]	☐ Good ☐ Needs work	
Technical issues	None	[List]	☐ Clear ☐ Pending	
Co-marketing executed	[X]	[Completed: List]	☐ On plan ☐ Delayed	

Action Items:

- [INSERT]
- [INSERT]

Next Quarter Priorities:

- [INSERT]

19. SIGNATURE & ACCEPTANCE

Partner Name	
Authorized Signatory	

Title	
Email	
Date	
Unicis Representative	
Title	
Date	

20. APPENDICES

Appendix A: Deal Registration Template

Use this template to register all deals €10k+:

``` Deal Name: [Customer / Project name] Customer Contact: [Name, email, phone] Estimated Annual Value: €[X] Expected Closure Date: [Month/Year]

Intended Revenue Model: ☐ Referral (20% commission) ☐ Reseller (20-30% margin) ☐ Consulting (direct service billing) ☐ Technology (co-sell)

Project Scope: [Brief description]

Unicis confirmation received: ☐ Yes ☐ Pending Confirmation date: \_\_\_\_\_ Locked revenue model: [Confirmed by: Unicis Partner Manager] ```

### Appendix B: Referral Link Generation

[INSERT: How referral links are generated & tracked in Partner Portal]

### Appendix C: Payment & Invoice Details

**Unicis Invoice Address:** [INSERT Company details]

**Remittance Instructions:** [Bank, IBAN, account details for commission payments]

## 21. NOTES & SPECIAL TERMS

[INSERT ANY CUSTOM COMMITMENTS, TERRITORY RESTRICTIONS, EXCLUSIVITY CLAUSES, OR SPECIAL ARRANGEMENTS]

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### Premier Partner Onboarding Checklist:

- ☐ Agreement signed & dated
- ☐ Certification enrollment completed
- ☐ Partner Portal access activated
- ☐ API keys generated (if Technology channel)
- ☐ Partner Manager assigned
- ☐ First QBR scheduled
- ☐ Initial targets/pipeline discussed

- ☐ Co-marketing plan drafted

**Activation Timeline:** 15-30 days from signature

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