

Deputy Referral Channel Terms

1. Interpretation

- (a) The provisions of these Referral Terms will apply to the supply of Referral Services to Deputy by the Deputy Partner.
- (b) These Referral Terms must be read and interpreted in conjunction with the Deputy Program Partner Terms. Defined terms and the rules of interpretation that apply under the Deputy Program Partner Terms also apply to these Referral Terms, unless the context requires otherwise.
- (c) Deputy may amend, modify or replace these Terms at any time, effective upon the posting of modified Referral Terms to the Portal and we may email you to inform you of any changes. The Deputy Partner is responsible for checking the Portal for changes to these Referral Terms from time to time.

2. Appointment as a Referral Channel Partner

- (a) Deputy appoints you as a non-exclusive referrer of the Deputy Solutions to Prospects in the Territory during the Term.
- (b) By accepting Deputy's offer to join the Deputy Partner Program as a 'Deputy Referral Partner' you have agreed to the terms set out in these Referral Terms.
- (c) Deputy Partner may not assign or transfer or subcontract any rights under these Referral Terms without the prior written consent of Deputy.
- (d) You provide the Referral Services to Deputy and you will not have any contractual or other legal relationship with Customers regarding the Referral Services.

3. Deputy Partner's obligations

3.1. General obligations

During the Term the Deputy Partner must:

- (a) supply the Referral Services in the Territory in accordance with and subject to these Referral Terms, any Specific Terms and the Deputy Program Partner Terms;
- (b) provide the Referral Services with all due care and skill;
- (c) deliver the Referral Services in accordance with all applicable laws;
- (d) promptly notify Deputy if it becomes aware of any matters that will adversely affect or are likely to adversely affect the supply of the Referral Services by the Deputy Partner; and
- (e) promptly notify Deputy if it becomes aware of any matters that will adversely affect or are likely to adversely affect the supply or performance of the Deputy Solutions to any Prospect.

3.2. Referral Services

- (a) In providing the Referral Services, the Deputy Partner must:
 - (i) demonstrate the Deputy Application to Prospects and other persons who may be interested in becoming Customers;
 - (ii) regularly inform Deputy of any matters which may affect or assist in the marketing and promotion of the Deputy Solutions in the Territory;

- (iii) record the details of all Prospects in the Portal. The Deputy Partner acknowledges that the Portal may not permit the Deputy Partner to register a person as a Prospect in certain circumstances, including if the Prospect's details have been submitted to Deputy previously by the Deputy Partner or another Deputy Partner or if the Prospect has been actively engaged in a sales process with Deputy at any time during the preceding 120 days;
 - (iv) only record a Prospect in the Portal if the Deputy Partner has engaged in a direct communication exchange (either verbally or by electronic messaging) with the Prospect and the Deputy Partner has reasonable grounds to believe that the Prospect is interested in becoming a Customer;
 - (v) use the marketing, promotional and training materials and any other supporting documentation provided by Deputy to the Deputy Partner for the purpose of providing the Referral Services including those that are available on the Portal;
 - (vi) comply with such guidelines, policies and procedures that apply to the supply of the Referral Services provided by Deputy, including those that are available on the Portal; and
 - (vii) identify and notify Deputy of opportunities to further develop the market for Customers, including but not limited to through co-promotional and joint venture opportunities with third parties located in the Territory.
- (b) Deputy Partner may only use materials and documentation not provided to or made available to the Deputy Partner with the prior written approval of Deputy.

4. Deputy's obligations

- (a) Deputy must make the Deputy Application available to Customers in accordance with the Standard Customer Agreement.
- (b) The Deputy Partner acknowledges that Deputy may, in its sole discretion:
 - (i) elect not to enter a Standard Customer Agreement with any Prospect; or
 - (ii) terminate a Standard Customer Agreement with a Partner Introduced Customer at any time,

without any obligation to provide the Deputy Partner with reasons or an explanation.

- (c) The Deputy Partner acknowledges and agrees that Deputy will have the sole discretion regarding the Subscription Fees charged to Customers under the Standard Customer Agreements and that Deputy may in its sole discretion increase, decrease or otherwise vary such Subscription Fees (both under current and new Standard Customer Agreements).

5. Fees and payment

5.1. Payment terms

- (a) During the Term, Deputy will pay to the Deputy Partner the Referral Fees within 30 days after the end of each month during the Payment Period.
- (b) A Partner Introduced Customer's use of the Deputy Application after the Payment Period does not entitle the Deputy Partner to any fees or other payments.
- (c) If the Deputy Partner believes that the Referral Fees paid to it are incorrect, the Deputy Partner must notify Deputy in writing within 10 days of the date the Referral Fees are paid. If the Deputy Partner does not provide notice to Deputy within this timeframe, the Deputy Partner is

irrevocably deemed to have accepted the Referral Fees paid as correct and full payment for that period.

- (d) Despite any other provision of these Referral Terms, Deputy is under no obligation to pay the Deputy Partner any Referral Fees for any month until Deputy receives payment of the Subscription Fees from the relevant Partner Introduced Customer for that month.

5.2. **Set off**

- (a) Deputy may, without notice to Deputy Partner, set off any liability owed by Deputy Partner to it against any liability owed by it to Deputy Partner, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Referral Terms.
- (b) If the liabilities to be set off under this clause 5.2 are expressed in different currencies, Deputy may convert either liability at a market rate of exchange for the purpose of set-off.
- (c) Any exercise by Deputy of its rights under this clause 5.2 shall not limit or affect any other rights or remedies available to it under these Referral Terms or otherwise.

6. **Tax**

- (a) The Referral Fees are exclusive of all Tax.
- (b) Subject to clause 6(c), to the extent that any Tax applies, Deputy or Deputy Partner must pay for the Tax based on their responsibility under local law.
- (c) To the extent that sales Tax (including GST in Australia and VAT in the United Kingdom) applies to a supply under these Referral Terms, the recipient will pay an additional amount of consideration to the supplier equal to the applicable Tax, subject to the receipt of a valid tax invoice.

7. **Consequence of Termination**

On termination of these Referral Terms following notice by either party under the Deputy Program Partner Terms:

- (a) the Deputy Partner will, on and from the date of termination, cease to be entitled to payment of any Referral Fees; and
- (b) Deputy will, within 30 days of termination, pay to the Deputy Partner any Referral Fees accrued but unpaid as at the date of termination.

For clarity, the parties acknowledge and agree that any Standard Customer Agreements entered into between Deputy and Partner Introduced Customers will remain in force despite the termination of these Referral Terms.

8. **Definitions**

In these Referral Terms:

Authorised User has the same meaning given in the Standard Customer Agreement.

Certified means the Partner has been notified by Deputy that it has satisfied the certification criteria set by Deputy from time to time.

Excluded Revenue means any amounts payable for or in respect of SMS or other messaging charges or services and also excludes any amounts payable for or in respect of customised set-up or customised, personalised or other work provided by Deputy to a Customer and tailored specifically for that Customer or for or in respect of work or services which are not provided to all Customers.

Net Subscription Fees means monthly Subscription Fees from Partner Introduced Customers received by Deputy less any Tax included as a part of the Subscription Fees and less any credits, refunds or chargebacks.

Partner Introduced Customers means Prospects that have become a Customer by entering a Standard Customer Agreement within 12 months of being entered into the Portal by the Deputy Partner and in respect of which a Verification Document has been submitted to Deputy.

Payment Period means the initial 12 month period during which a Partner Introduced Customer is a Customer.

Prospects means prospective Customers who became aware of the Deputy Application or Deputy Solutions as a result of direct marketing activities of the Deputy Partner and who are recorded by the Deputy Partner and accepted by Deputy in the Portal as being a prospective Customer.

Referral Fees means the fees calculated in accordance with Schedule 1.

Referral Services means to market, promote and demonstrate the Deputy Solutions to Prospects and other persons who may be interested in becoming Customers.

Subscription Fees means the subscription fees paid by Customers to Deputy pursuant to the Standard Customer Agreements excluding any Excluded Revenue.

Tax means any tax (including sales tax), levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay, or delay in paying, any of the same).

Technology Partner means the Partner has been notified by Deputy that it has satisfied the technology partner criteria set by Deputy from time to time.

Territory means the World.

Verification Document means a document signed by a Prospect or confirmed by a Prospect using electronic means acceptable to Deputy (in such form required by Deputy from time to time) which confirms that the Prospect was introduced to the Deputy Solutions by the Deputy Partner.

Schedule 1

For each Partner Introduced Customer, Partners are eligible to receive ongoing Referral Fees for the Payment Period in accordance with the following table:

Tier	Total Authorised Users for Partner Introduced Customers	Referral Fee (% of Net Subscription Fees) Non-Certified Deputy Partner	Referral Fee (% of Net Subscription Fees) Certified Deputy Partner or Technology Partner
Bronze	1 - 125	10%	12%
Silver	126 - 250	12%	15%
Gold	251 – 375	15%	17%
Platinum	376 +	17%	20%