

# REFERRAL PROGRAM

## Terms and Conditions

1. **Purpose.** The “**Company**” (Payment Logic Pty Ltd) is gaining additional clients from a “**Referrer**” who has registered with the Company as a referrer and is in a position to introduce or refer potential new clients to Company.

Upon the commencement of this referral program (“Program”), Referrer may, from time to time, introduce or refer potential new clients to the Company. The Company will pay the Referrer a commission for a qualified referral on these terms and conditions (“Terms”).

By participating in the Program, the Referrer agrees that they have read, understand and will abide, and be bound, by these Program Terms and Conditions.

2. **Referral Program.**

- a. The Program is limited to Australian registered accountants, bookkeepers and businesses only.
- b. A Referrer must have an Australian Business Number (ABN) and must register on the Payment Logic website and provide contact and bank account details.
- c. A unique referral link and referral code will be generated for each Referrer.
- d. For all new clients that sign up and input the referral code, the associated referrer will earn a commission payment of 0.10% (10 BPS) for every dollar transacted for the first six months (“**Initial Term**”) that the client utilises the Payment Logic platform.
- e. Where the Referrer has qualified for a commission, the payment will be calculated and paid quarterly in the first month following the end of the quarter.
- f. If the client transacts at least once per month for the first 6 months, the Referrer will be entitled to an extended commission payment of 10 BPS for every dollar transacted for a further 6 months (“**Further Term**”).
- g. The commission incentive will expire either after 6 or 12 months depending on whether a Further Term is granted.

3. **Compensation.** The Company shall pay the Referrer for each successful referral, where a referral becomes a new client of the Company and transacts on the Payment Logic platform. For the purposes of the Program, new client does not include either a person who is a current or pending Payment Logic client. By participating in the Program, you agree that the Company shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral.
4. **Term.** This Program shall commence when the new client referral processes their first payment through the Payment Logic platform. The Program duration is 6 months ("**Initial Term**"). The Company may extend the Program for a further 6 months in addition to the Initial Term ("**Further Term**") if the referral transacts on the Payment Logic platform at least once per month for each month of the first 6 months.
5. **Amendments.** These Program Terms may be altered, changed, modified or assigned by the Company at any time, including by way of publication on its website. Ongoing participation in the Program will constitute an acceptance of the Program Terms and Conditions in place at that time.
6. **Termination.** The Company may terminate this Program with 30 days notice to the Referrer. Upon termination of these Terms, the Company will continue to pay commission to the Referrer until the end of the current quarter for existing commission.
7. **Confidentiality.** In connection with your participation in the Program, the Referrer may receive confidential and proprietary information of the Company, including sensitive customer data ("**Information**"). The Referrer will maintain all of such information in strict confidence and use the Information only in connection with participation in the Program.
8. **Trademarks.** Other than with respect to materials provided to the Referrer in connection with participation in the Program, status as a participant in the Program does not entitle the Referrer to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by the Company or its affiliates
9. **Program Guidelines.** As part of the Referrer's participation in the Program, the Referrer agrees and acknowledges that they are responsible for making truthful and accurate statements about the Company's services in connection with any referrals. The Referrer must disclose their relationship with the Company at the outset of any referral communication. This means the Referrer must disclose the fact that they may receive a commission for a successful referral.
10. **Representations and Warranties.** Both parties represent that they are fully authorised to enter into this Program. The performance and obligations of either party will not violate or infringe upon the rights of any third-party or violate any other program between the parties, individually, and any other person, organization, or business or any law or governmental regulation.

The Referrer warrants that it is registered with the Australian Taxation Office from GST at the time of entering into these Terms and undertakes to notify the Company if it ceases to be registered.

11. **Indemnity.** The parties each agree to indemnify and hold harmless the other party, its respective Referrers, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Program by the indemnifying party, its respective successors and assigns that occurs in connection with this Program. This section remains in full force and effect even after termination of the Program by its natural termination or the early termination by either party.
12. **No Agency Created.** No party will act as or purport to act as the agent or make any promise or representation on behalf of the other party without the express written approval of the other party.
13. **No Partnership Created.** The provisions of these Terms do not constitute a partnership between the parties and none of them will have any authority to bind the other party in any way.
14. **No Assignment.** The Referrer may not assign the right to participate in the Program to any other party.
15. **Notices.** By participating in the Program, the Referrer consents to delivery of any notices required to be given by the Company by email to the email address the Referrer used to register their participation in the Program.
16. **Legal and Binding Program.** The Program Terms and Conditions are legally binding between the parties.
17. **Governing Law and Jurisdiction.** The parties agree that this Program shall be governed by, and the parties shall be subject to, the non-exclusive jurisdiction of the courts of Victoria.
18. **Entire Program.** The parties acknowledge and agree that this Program represents the entire Program between the parties.

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