

REFERRAL PARTNER PROGRAM – TERMS

1. Background

SafetyCulture Pty Ltd (ABN 16 089 180 049) (**SafetyCulture**) is the provider of the iAuditor product. The **Referral Partner** would like to participate in SafetyCulture’s referral partner program, by referring Customers to SafetyCulture (the **Program**). These Terms govern the Program and the relationship between SafetyCulture and the Referral Partner.

2. Concepts and Definitions

Key concepts used in these Terms are defined in the following table. The definitions in the table apply throughout these Terms.

Annual Subscription Payment	A payment made by a Customer for use of the Product for a 12-month period (including a payment made by a Customer at the start of the Customer’s subscription, covering the first 12 months of use of the Product), exclusive of any taxes or government fees
Commission Amount	30 per cent of any Annual Subscription Payment received by SafetyCulture during the Commission Period in relation to a Qualifying Referral
Commission Period	Three years (covering the first three Annual Subscription Payments from a Customer)
Customer	A customer paying for use of the Product
Product	A mobile smart inspection application called iAuditor (available for iOS, Android and Windows 10) for use on tablet or smartphone, with a web-based platform for user management and real-time analytics and dashboard
Qualifying Referral	A Referral resulting in a Customer with at least 20 users on a premium annual subscription basis
Referral	A referral of a potential Customer by the Referral Partner to SafetyCulture in accordance with these Terms
Start Date	The date on which the last party executes these Terms

3. Standard Process for the Program

The standard process for a Referral Partner to participate in the Program is set out in the following table, along with important obligations on the Referral Partner as part of that process.

Step	Description	Important Obligations
1	The Referral Partner agrees to the Terms of the Program	The Referral Partner warrants that: <ul style="list-style-type: none"> (a) it has the necessary power and authority to enter into these Terms and to carry out its obligations under these Terms; (b) it will act lawfully and comply with any applicable laws, regulations, industry codes and standards;

		<ul style="list-style-type: none"> (c) it will perform its obligations under these Terms in a manner that reflects favourably on SafetyCulture and the Product; (d) it will make no false or misleading representations with respect to SafetyCulture and the Product; and (e) if applicable, it is registered for the purposes of GST within the meaning of <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
2	The Referral Partner promotes the Product to potential Customers	<p>The Referral Partner (or any agent of the Referral Partner) must satisfactorily complete a product demonstration call with SafetyCulture before promoting the Product to potential Customers. SafetyCulture may at any time require the Referral Partner (or any agent of the Referral Partner) to repeat a product demonstration call or complete other reasonable training as a condition for participating in the Program.</p> <p>For the purpose of promoting the Product to potential Customers, SafetyCulture will give the Referral Partner free access to the Product for as many users as reasonably necessary to enable the Referral Partner to understand the functionality of the Product.</p> <p>The Referral Partner must:</p> <ul style="list-style-type: none"> (a) only promote the Product according to the specifications and reasonable directions provided by SafetyCulture; (b) represent the Product fairly, honestly and in good faith; and (c) not disparage or otherwise damage the reputation and goodwill associated with SafetyCulture and the Product. <p>For any content published by the Referral Partner in connection with the promotion of the Product:</p> <ul style="list-style-type: none"> (a) SafetyCulture is entitled to review the content; (b) SafetyCulture may request the Referral Partner to remove or amend the content; and (c) the Referral Partner must act on any reasonable request from SafetyCulture to remove or amend the content within two business days.
3	The Referral Partner refers a potential Customer to SafetyCulture	<p>To make a Referral, the Referral Partner must:</p> <ul style="list-style-type: none"> (a) send an email introduction to SafetyCulture; and (b) register the potential Customer using the form on SafetyCulture’s website, available at https://safetyculture.com/partners/partner-portal/. <p>These Terms do not apply to a Referral that relates to an existing Customer, or a potential Customer to which SafetyCulture is already actively marketing, unless:</p> <ul style="list-style-type: none"> (a) the Referral Partner consults with SafetyCulture before making the Referral; and (b) SafetyCulture agrees that the Terms will apply to the Referral.

4	If necessary, SafetyCulture facilitates a free trial of the Product for the potential Customer	SafetyCulture will have primary responsibility for setting up the free trial of the Product and providing any ongoing account management assistance to the potential Customer. The Referral Partner may assist with these functions after consultation with SafetyCulture.
5	The Customer starts paying for the Product	<p>These Terms only apply to a Referral if:</p> <ul style="list-style-type: none"> (a) the Customer either starts a free trial, or becomes a Qualifying Referral, within 60 days of the Referral; and (b) for Customers that start a free trial – the Customer becomes a Qualifying Referral within 30 days of the end date of the free trial. <p>SafetyCulture may reduce the Commission Amount, or refuse to pay any commission, if SafetyCulture is required to conduct substantial additional promotion to the Customer after the Referral Partner makes the Referral.</p>
6	SafetyCulture pays the Commission Amount to the Referral Partner	<p>The standard process for paying commission is as follows:</p> <ul style="list-style-type: none"> (a) within 30 days of receiving an Annual Subscription Payment, SafetyCulture will notify the Referral Partner by email of any Commission Amount and request an invoice from the Referral Partner for that amount; (b) within 30 days of receiving a valid invoice from the Referral Partner, Safety Culture will pay the invoice. <p>Any transaction fees incurred by SafetyCulture will be deducted from the Commission Amount.</p> <p>SafetyCulture will not pay commission to more than one party in relation to the same Annual Subscription Payment.</p> <p>Any additional users added during a subscription year will only be included in the calculation of the Commission Amount for the next applicable Annual Subscription Payment (see example below).</p> <p>Example: <i>A Referral Partner refers a Customer that pays for 25 users of the Product. Six months later, the Customer adds 15 more users to their subscription. On the anniversary of the first Annual Subscription Payment, the Partner pays an Annual Subscription Payment for the increased number of users (40).</i></p> <p><i>In this example, the Referral Partner:</i></p> <ul style="list-style-type: none"> (a) <i>receives commission for 25 users after the first Annual Subscription Payment; and</i> (b) <i>receives commission for the 40 users after the second Annual Subscription Payment; but</i> (c) <i>does not receive pro rata commission for the six months with the additional 15 users between the first Annual Subscription Payment and the second Annual Subscription Payment.</i>

4. General Legal Terms

4.1. *Term and Termination*

- (a) These Terms commence on the Start Date and continue for a period of 12 months.
- (b) Unless terminated in accordance with this clause, these Terms will automatically continue for a further period of 12 months on each anniversary of the Start Date.
- (c) SafetyCulture or the Referral Partner may terminate these Terms at any time by providing the other party with at least 28 days' notice in writing.
- (d) SafetyCulture or the Referral Partner may terminate these Terms immediately and at any time if: the other party breaches these Terms; or an event occurs that is likely to have a material adverse effect on the other party's ability to perform its obligations under these Terms.

4.2. *Relationship of Parties*

- (a) The Referral Partner is a non-exclusive sales partner of SafetyCulture and an independent contractor. These Terms are not intended to create a legal relationship between the parties of partnership, joint venture, agency or employment.
- (b) The Referral Partner is not entitled to the benefit of any insurance or workers compensation policies held by SafetyCulture.

4.3. *Assignment*

- (a) The Referral Partner may not assign these Terms without SafetyCulture's prior written consent.
- (b) SafetyCulture may assign these Terms.

4.4. *Liability and Indemnity*

- (a) The Referral Partner agrees to indemnify SafetyCulture in respect of any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment that SafetyCulture suffers, incurs or is liable for as a result of: the Referral Partner's participation in the Program; or a breach or alleged breach of these Terms by the Referral Partner.
- (b) To the extent permitted by law, SafetyCulture's maximum aggregate liability for any claims arising out of or related to these Terms in each successive 12-month period is limited to the Commission Amount that the Referral Partner is entitled to receive in that period.

4.5. *Confidentiality*

For any confidential information provided to the Referral Partner by SafetyCulture as part of the Program, the Referral Partner agrees:

- (a) not to disclose the information;
- (b) to use reasonable endeavours to protect the information from unauthorised disclosure; and
- (c) only to use the information for the purpose for which it was disclosed.

4.6. *Privacy*

The Referral Partner agrees to comply with SafetyCulture's privacy policy, available at <https://safetyculture.com/legal/terms-and-conditions/>.

4.7. *Intellectual Property*

The Referral Partner acknowledges that SafetyCulture owns all intellectual property in the Product and any marketing or other materials that may be provided to the Referral Partner for the purposes of the Program.

4.8. *Amendments*

SafetyCulture may modify these Terms at any time, in which case it will notify the Referral Partner of any changes. If the Referral Partner is not satisfied with any changes, it may terminate these Terms in accordance with clause 4.1. The Referral Partner will be deemed to have accepted the changes by continuing to participate in the Program after being notified of the changes.

4.9. *Notices*

Any notice required to be given under these Terms may be provided by email using the addresses set out at the end of these Terms.

4.10. *Dispute Resolution*

- (a) SafetyCulture and the Referral Partner agree to make a genuine attempt to resolve any dispute arising in relation to these Terms through mediation, negotiation or other alternative dispute resolution processes.
- (b) An attempt made to resolve a dispute under this clause is without prejudice to any other rights or entitlements of the parties.

4.11. *Entire Agreement*

These Terms constitute the entire agreement between the parties in respect of the subject matter covered by the Terms.

4.12. *Counterparts and Electronic Signature*

- (a) These Terms may be executed in counterparts and all counterparts will be taken to constitute same agreement.
- (b) These Terms may be executed using an electronic signature platform.

4.13. *Governing Law and Jurisdiction*

These Terms are governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the Courts operating in New South Wales.

4.14. *Interpretation*

In these Terms, unless a contrary intention is expressed:

- (a) words in the singular include the plural and vice versa;
- (b) headings, formatting (including tables) and examples are for convenience and do not affect the interpretation of these Terms;
- (c) if a word or phrase is defined, then any other grammatical form of the word or phrase has a corresponding meaning;
- (d) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity;
- (e) no clause of these Terms is to be interpreted to the disadvantage of a party merely because that party drafted the clause or would otherwise benefit from it.

4.15. GST

- (a) If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms (unless it is expressed to be inclusive of GST). The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.
- (b) If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause and the parties will do everything reasonably necessary to give effect to the adjustment.
- (c) If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.
- (d) The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” have the meanings they are given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **SafetyCulture Pty Ltd (ABN 16 089 180 049)**:

Signed for and on behalf of the **Referral Partner**:

Signature of Authorised Person

Signature of Authorised Person

Name

Name

partners@safetyculture.com

Email for notices

Email for notices

Date:

Date: