



Affiliate Agreement Terms & Conditions

Parties

This Agreement is between Ready To Boss Legal Pty Ltd trading as Ready To Boss Legal (**RTBL**) and you, the Affiliate set out in the Affiliate Registration form provided to you (**Affiliate**) with these Terms and Conditions (**Terms**).

Affiliate arrangements

By agreeing to these Terms, you agree to be an affiliate for Ready To Boss Legal template referral program (Affiliate Program). The Affiliate Program records a unique code provided to you as affiliate and reports at the end of each calendar month. Where you have sales made with your code, RTBL will request you send an invoice in the amount of 10% of the sales using your code (**Invoice**) and will pay you upon receipt of your Invoice in accordance with this Agreement.

1 Sales

1.1 Term

This Agreement takes effect on and from the date we inform you that you are an Affiliate (**Start Date**) and continues until terminated in accordance with this Agreement.

1.2 Referral Process

- (a) During the term of this Agreement, the Affiliate will use reasonable commercial efforts, where appropriate, to refer Referrals to RTBL by providing their unique code to referrals for purchase of templates from RTBL website (**Website**).
- (b) The Affiliate is under no obligation to refer clients to RTBL and does so at its own discretion.
- (c) The Affiliate understands that the Affiliate arrangement and this Agreement extends to template sales only and does not refer to customised legal services provided by RTBL to any referral.

2 Affiliate Fee

- (a) If a Referral is accepted by RTBL and a sale made on the Website, RTBL will record 10% of the sale (Referral Fee) in respect of that Referral to the Affiliate. At the end of each calendar month (**Due Date of the Referral Period**), RTBL will report to the Affiliate.
- (b) Promptly following each relevant Due Date in each Referral Period:
 - (1) RTBL must provide the Affiliate with a report setting each Referral accepted by RTBL during that period and the funds received by RTBL from each

Referral accepted by RTBL (**Referral Period Report**).

- (2) Upon receipt of the Referral Period Report, the Affiliate must promptly issue a tax invoice requesting payment of the Referral Fees payable in respect of the Referral Period Report (**Tax Invoice**).
- (3) Upon receipt of the Tax Invoice, RTBL must pay the Referral Fees to the Affiliate within 30 (thirty) Business Days.
- (c) RTBL is only liable to pay one referral fee per Referral. If a third party makes a claim for a Referral Fee (or part of a Referral fee) in respect of a Referral, then RTBL may apportion the Referral Fee under this Agreement among the claimants at its sole discretion. RTBL will make reasonable efforts to consult with all relevant parties regarding any apportionment but any decision it makes regarding the apportionment is final.

3 No exclusivity

3.1 No Exclusive Commitment

This Agreement is not a commitment or agreement by either Party to work exclusively with the other Party regarding referrals or any other business activities.

3.2 Conflict of interest

If either Party becomes aware of any actual or potential conflict of interest between this Agreement and any other work it has been offered or is undertaking, it must inform the other Party in writing and take reasonable steps to resolve the conflict.

4 Termination

4.1 Notice to Terminate

Either Party may terminate this Agreement by providing 5 (five) Business Days' written notice to the other Party.

4.2 Termination on Breach

This Agreement will terminate immediately upon written notice by RTBL, if the Affiliate is in breach of this Agreement and that breach has not been remedied within 5 (five) Business Days of being notified by RTBL.

4.3 Consequences of Termination

- (a) Upon termination of this Agreement, the Affiliate must (and must ensure that its Personnel):



- (1) stop promoting the templates sold on the RTBL Website and stop representing that the Affiliate is connected with RTBL or authorised to promote or market the templates;
 - (2) not disparage or otherwise make unfavourable statements or comments regarding RTBL or its Personnel in any way – including either directly or by implication, verbally or in writing;
 - (3) immediately return to RTBL any and all property, including Confidential Information and Intellectual Property belonging to RTBL or its Personnel, in its or its Personnel's possession; and
 - (4) not use any Intellectual Property belonging to RTBL or its Personnel.
- (b) Termination of this Agreement will not affect any rights or liabilities which a Party has accrued under it.
- (c) Clauses 2, 4.3, 5, 6, 7 and 9 will survive termination of this Agreement.

5 Confidentiality

5.1 Confidential Information

- (a) Subject to subclause (b) of this clause below, the Affiliate must (and must ensure that its Personnel):
- (1) keep confidential; and
 - (2) not use or permit any unauthorised use of,
all Confidential Information.
- (b) The above subclause (a) does not apply where:
- (1) the Affiliate has the prior written consent of RTBL;
 - (2) the disclosure is required by law; or
 - (3) the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that the Affiliate ensures the adviser complies with the terms of clause 5.1(a).
- (c) The Affiliate acknowledges and agrees that monetary damages may not be an adequate remedy for a breach of this confidentiality clause (clause 5.1) and that RTBL is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to

protect itself from a breach (or continuing breach) of this clause.

5.2 Privacy

The Affiliate agrees to comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines in making any Referral under this Agreement.

6 Dispute Resolution

6.1 Disputes

- (a) A Party must not commence court proceedings relating to any dispute arising from, or in connection with, this Agreement (**Dispute**) without first attempting to resolve the dispute amicably and must attempt to use alternative dispute resolution before filing any court proceedings.

7 Warranties, Liability and Indemnities

7.1 Warranties

The Affiliate represents and warrants to RTBL:

- (a) it has full legal capacity and power to enter into this Agreement, to perform its obligations under this Agreement, to carry out the transactions contemplated by this Agreement, to own its property and assets and to carry on its business;
- (b) this Agreement constitutes legal, valid and binding obligations, enforceable in accordance with its terms;
- (c) the execution and performance by it of this Agreement and each transaction contemplated by it does not conflict with any law, order, judgment, rule or regulation applicable to it or any instrument binding on it;
- (d) it will conduct business in a manner that reflects favourably on RTBL and its products, templates and associated legal services;
- (e) it will make no false or misleading representations with respect to RTBL and its products and online templates or services;
- (f) except as required by law or as set out in this Agreement, it will not give or make any undertakings, guarantees or warranties to any person (including any potential Referrals) with respect to RTBL and its products and templates without RTBL's prior written consent;
- (g) in marketing the online templates on the RTBL Website, it will act with due care and skill and



not engage in any unfair, deceptive or unethical business practice;

- (h) it will comply with any reasonable directions given to it by RTBL from time to time; and
- (i) if applicable, it is registered for GST purposes.

7.2 Limitations

- (a) To the maximum extent permitted by law, RTBL makes no guarantees or warranties in respect of the templates or any other products or services supplied by RTBL.
- (b) The Affiliate makes no warranty or assurance in relation to the quality of a Referral.

7.3 Indemnity

To the maximum extent permitted by law, the Affiliate must indemnify RTBL against any Liability arising from or in connection with:

- (a) any act or omission of the Affiliate or its Personnel;
- (b) any breach of this Agreement; and
- (c) any third party claim against RTBL, arising from or in connection with this Agreement, but this indemnity will be reduced proportionately to the extent the Liability was caused by RTBL's negligence.

8 Definitions and Interpretation

8.1 Definitions

In this Agreement, unless the context otherwise requires:

Business Day means a day on which banks are open for general banking business in the State set out in the schedule, excluding Saturdays, Sundays and public holidays.

Client Revenue means the revenue generated from a Referral (exclusive of GST) calculated on a cash basis, after deducting all government related disbursements.

Confidential Information includes information or document which:

- (a) is disclosed to the Affiliate in connection with this Agreement (whether before or after the Effective Date);
- (b) is prepared or produced under or in connection with this Agreement (whether before or after the Effective Date); or
- (c) relates to RTBL, assets or affairs of RTBL or the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and whether it is disclosed to the Affiliate or received, acquired, overheard or learnt by the Affiliate in any way whatsoever.

Dispute has the meaning given in clause 6.1(a).

Dispute Notice has the meaning given in clause **Error! Reference source not found.**

Agreement means this referral agreement and all schedules, annexures and attachments included in this referral agreement.

Existing Client means a Referral that RTBL has provided services to within the period of 12 months prior to the Referral Date of that Referral.

GST has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means any:

- (a) copyright;
- (b) registered or unregistered design, patent, trade mark rights;
- (c) trade, business, company or domain names;
- (d) know-how, inventions, processes, trade secrets, Confidential Information;
- (e) circuit layouts, databases or source codes; or
- (f) similar rights in any part of the world,

relating to RTBL and/or the operation of RTBL of RTBL, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Liability means any expense, cost, liability, loss, damage, claim, demand or proceeding (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent.

Party means a party to this Agreement. Details of the Parties are set out in the Schedule.

Payment Period means the Payment Period set out in the Schedule.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Referral means a bona fide client or customer for online templates, for which the Affiliate is directly responsible for soliciting and referring to RTBL through the Referral Process.



Referral Date means, in respect of a Referral, the date on which that Referral was introduced by the Affiliate to RTBL.

Referral Fee means the Referral Fee set out in the Schedule.

Referral Process is as set out in clause 1.2 and set out in the Referral Method in the Schedule.

Start Date means the date on which this Agreement is signed by both Parties, as set out on the execution page.

8.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this Agreement;
- (d) if any act which must be done under this Agreement is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;
- (e) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (f) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (h) includes and similar words mean includes without limitation;
- (i) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (j) a reference to a party to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (k) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

- (l) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them severally;
- (m) a reference to time is to local time in the State set out in the Schedule; and
- (n) a reference to \$ or dollars refers to the currency of Australia from time to time.

9 General

9.1 Notices

- (a) A notice or other communication given under this Agreement must be:
 - (1) in writing, in English and signed by the sender; and
 - (2) addressed and delivered to the intended recipient by hand, prepaid post or email in accordance with the notice details last notified by the recipient to the Parties.
- (b) A Party's notice details are set out in Schedule 1. A Party may change its notice details by written notice to the other Parties.
- (c) A notice or communication is taken as having been given:
 - (1) when left at a Party's current address for notices;
 - (2) if mailed, on the third Business Day after posting (if delivered to an address within the same country) or on the tenth Business Day after posting (if delivered to an address within another country); or
 - (3) if sent by email, if sent before 5pm on a Business Day in the place of receipt then on RTBL Day when it is sent, otherwise on the following Business Day.

9.2 Waiver

Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing.

9.3 Powers, rights and remedies

Except as provided in this Agreement or permitted by law, the powers, rights and remedies of a Party under this Agreement are cumulative and in addition to any other powers, rights and remedies the Party may have.



9.4 Consents or approvals

Except as provided in this Agreement, a Party may give, attach conditions to or withhold any consent or approval under this Agreement at its sole and absolute discretion. A Party is not obliged to give reasons for giving or withholding its consent or approval or for giving its consent or approval subject to conditions.

9.5 Assignment

The Affiliate may not assign, transfer or otherwise deal with all or any of its rights or obligations under this Agreement without the prior written consent of RTBL. Any purported dealing in breach of this clause is of no force or effect.

9.6 Further assurance

Each Party must promptly do all things and execute all further documents necessary to give full force and effect to this Agreement and its obligations under it.

9.7 Costs and expenses

Each Party must pay its own costs and expenses (including legal costs) in connection with the negotiation, preparation and execution of this Agreement and any document relating to it. In particular the Affiliate will bear all costs necessary to market the templates and other online products of RTBL to potential Referrals.

9.8 Relationship of Parties

- (a) This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties. Nothing in this Agreement gives a Party authority to bind any other Party in any way.
- (b) The Affiliate must not, verbally, in writing or displayed on any form of communication, including marketing materials, websites or any form of electronic media, state that they are anything other than an Affiliate of RTBL.

9.9 Independent legal advice

The Affiliate acknowledges and agrees that it has had an opportunity to read this Agreement, it agrees to its terms and, prior to executing it, it has been provided with the opportunity to seek independent legal advice about its terms.

9.10 Severance

- (a) If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable.
- (b) If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

9.11 Entire agreement

This Agreement contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments, documents and agreements, in respect of its subject matter.

9.12 Amendment

This Agreement may only be amended by written document executed by all Parties.

9.13 Counterparts

This Agreement may be executed in any number of counterparts that together will form one Agreement.

9.14 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.