



Employsure partner network standard terms



General

- a. Your contract with us comprises these standard terms and the terms contained in your Employsure Partner Network Application Form. Your completed Employsure Partner Network Application Form signed by us confirms our acceptance of you as part of our Employsure Partner Network Program.
- b. You agree that you will not reproduce or use for any other purpose any of the documentation or marketing material that we may send you, as copyright over this material is reserved by us.
- c. You agree to keeping us informed of any changes to your company details, including your trading name, email addresses and telephone numbers for your primary contact named on the Employsure Partner Network Application Form, as these details will be used by us for all messages relating to the Employsure Partner Network Program and Referral Fees.
- d. You authorise us to use your information to communicate with you for information and marketing purposes. You also consent to receive all communication in electronic format, and by giving this consent, we are no longer required to send you notices or other documents in paper form unless you specifically request it.
- e. You cannot assign this agreement without our prior written consent. Consent may be withheld or delayed at our absolute discretion.
- f. This agreement is governed by the laws of New South Wales, Australia and is subject to the non-exclusive jurisdiction of the Courts of that State. Any action to enforce these Standard Terms must be brought in New South Wales.

Term and termination

- g. Your membership of the Employsure Partner Network will continue until terminated by either party by providing 30 days written notice to the other party.
- h. Terminating your membership will not affect the payment of any Referral Fees that may be due at a date after you cease to be a member of the Employsure Partner Network Program.

Relationship

- i. The Employsure Partner Network Program sets out the terms and conditions upon which you can refer potential clients to us. We agree that this agreement does not create any agency, joint venture, legal partnership or similar arrangement between us and that you, and anyone employed by, or acting on your behalf, will not be construed as an employee or agent of Employsure.

Access to resources

- j. We will provide you and your clients/members access to our Partner Advice Line which provides general advice only by telephone. We will not provide written advice or any other documentation as part of this service.
- k. We will provide you with a unique identification number (ERA). It is important that this ERA is quoted by your clients/members when they want to access our Partner Advice Line. It is also important that your ERA is quoted when referring any business

so that payment of Referral Fees can be allocated to you correctly.

- l. We will also provide you with a newsletter containing resources such as articles and information about workplace relations for you to distribute to your clients/members.

Referral fees

- m. We will pay you an amount equal to the Referral Percentage multiplied by the Initial Contract Value plus GST (Referral Fee) on the following conditions:
 - A referred business enters into a contract for services with us for employment relations and/or health and safety;
 - The referred business has not previously entered into a contract for services with us;
 - The referred business has not previously been referred or introduced to us by any other person; and
 - The referred business has not previously had any association or affiliation with us
- mi. The Initial Contract Value is the amount payable by the referred business as stated on the contract for services signed with us and relates to the initial contract period only and not any renewed contract periods. No trailing fees are payable to you for any renewed contract periods.
- mii. We are not obliged to enter into a contract with a referred business and reserve the right to decline, for any reason, from doing so. In these circumstances, we will have no obligation to pay any amount to you relating to that referral.
- miii. We will produce a recipient created tax invoice for all Referral Fees. Payment of the Referral Fee will be made into your nominated bank account as follows:
 - One-year contracts – one month after the contract start date but only if the contract has not been cancelled by either party and all payments are up to date
 - Three-year and five-year contracts – the Referral Fee will be paid on an annual pro-rated basis. The first annual payment will be made one month after the contract start date but only if the contract has not been cancelled by either party and all payments are up to date. Further annual payments will be made 30 days after the anniversary of the contract start date (Anniversary Payment Date) for the duration of the initial contract term
- q. If the contract has been cancelled by either party at the Anniversary Payment Date, the remainder of the Referral Fee will not be payable to you.

Confidentiality

- r. It is a condition of this agreement that you, and any persons under your direction or acting on your behalf, do not disclose the details of this agreement, or any information in relation to our business plans and/or customers to any third party except to the extent that you are required to do so by law or have been provided with written consent by us.



Intellectual property

- s. It is a condition of this agreement that you acknowledge that we are the owner of all intellectual property rights for all materials provided to you and nothing in this agreement constitutes a transfer of the ownership of these intellectual property rights.
- t. On termination of this agreement, each of us must return any intellectual property provided by the other party under this agreement or that is otherwise in that party's possession, custody or control.

Privacy

- u. You agree to adhering to Privacy Law and any privacy protocols as agreed between us. Privacy Law means:
 - a. The Privacy Act 1998 (Cth)
 - b. The Australian Privacy Principles contained in Schedule 3 to the Privacy Act 1998 (Cth) or any approved privacy code (as defined in the Privacy Act 1998 (Cth)); and

- c. Any other statute, regulation or law in Australia or elsewhere which relates to the protection of personal information and which the parties must observe.
- v. Upon written request, we may provide you, to the extent that it is available, anonymised information about the level of interactions we have with your clients/members. We will not provide any information relating to the nature of calls to our Partner Advice Line.

Changes to standard terms

- w. We may change our standard terms from time to time. If we do change our standard terms, the terms will be no less favourable to these terms and we will notify you by email at least 30 days before any change. You can notify us before the changes are made if you would prefer to remain on the existing terms.