

Distribution and Referral Agreement

and Recipient Tax Invoice Agreement (“Referral Agreement”)

Between

Snug Technologies Pty Ltd (“Snug” “us” “we”) (ABN 616 484 292) (Provider) AND the Company.

Term

12 months commencing on the Commencement Date: as per Snug account creation and automatically renews on a monthly basis thereafter.

Fees, Charges and Benefits

Fees, Charges and Benefits are published at <http://snug.com/pricing>

This Agreement is comprised of the: Terms and Conditions of the Distribution and Referrer Agreement attached to this form and the Privacy Policy located at <https://snug.com/privacy/> and the Website Terms of Use located at <https://snug.com/terms/>.

Each party has read the Agreement in full and agrees to its terms and conditions. The documents comprising the Agreement constitute the entire agreement between the parties in respect of the subject matter of the Agreement and this Agreement supersedes all previous agreements, undertakings and communications whether written or oral relating to the subject matter of this Agreement.

By signing this Agreement, the Authorised Representative represents that they have authority to act on behalf of and agree to the Agreement on behalf of the Referrer.

Signed by the Authorised Representative of the Referrer:

TERMS AND CONDITIONS

Competition and Consumer Act 2010
(Cth);

1. Commencement and Termination

- 1.1 This Agreement commences with effect from the Effective Date and will continue for a minimum period of twelve months. Following conclusion of this minimum term, this Agreement will end ten Business Days after either party gives written notice of termination to the other party.
- 1.2 The client may cancel with five (5) Business Days notice for any reason at anytime.
- 1.3 Either party may terminate this Agreement at any time, effective immediately upon written notice to the other party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating party shall provide written notice of such material breach and 5 days opportunity for the breaching party to cure such breach.
- 1.4 From and following the date of termination of this Agreement the Referrer's rights under this Agreement shall terminate, and the Referrer shall not be entitled to receive any Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

2. Referrer's Obligations

- 2.1 During the term of this Agreement the Referrer will:
- (a) actively promote BondCover and generally the Services offered by Snug to actual or potential clients including renters and owners, as well as staff, contractors and associated persons or providers;
 - (b) where possible allow Snug representatives to attend and participate in staff training;
 - (c) use the Brand Assets when promoting the Services of Snug and not use the Brand Assets for promoting a business or service offered by any party other than Snug;
 - (d) not bid for or place advertisements using Snug's Brand Assets on online advertising platforms including Facebook and Google Adwords;
 - (e) use the promotional material provided by Snug including on the Referrer's websites;
 - (f) comply with all relevant laws or regulations, including without limitation the GST Act and applicable provisions of the *Corporations Act 2001* (Cth) and the

- (g) if providing the Client's details to Snug directly:
 - (i) obtain the Client's consent to do so; and
 - (ii) within five Business Days of obtaining the Client's consent, provide to Snug the Client's name, contact details and a short description of the purpose for which the Client may wish to obtain the services of Snug (if known); and
- (h) comply with all rules and requests set by Snug from time to time in respect of the Services and the promotion of the Services including, without limitation Snug's Privacy Policy located at www.Snug.com/privacy and the Snug Brand Guidelines for Referrers.

- 2.2 The Referrer agrees not to send unsolicited electronic messages to multiple unrelated recipients in promoting the Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
- 2.3 The Referrer agrees not to associate Snug with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Snug's sole discretion.

3. Acknowledgments and Warranties

- 3.1 The Referrer warrants that it is not banned from engaging in Referrals as contemplated from this Agreement by any law of any state or government, including without limitation the Commonwealth of Australia.
- 3.2 Snug and the Referrer each acknowledge that they enter into this Agreement to provide and receive Referrals only.
- 3.3 The Referrer acknowledge that it provides Referrals as an incidental part of its ordinary course of business and it does not conduct a business as a part of which the Referrer contacts persons face-to-face from non-standard business premises or seeks to enter into unsolicited consumer agreement within the meaning of the Australian Consumer Law.

4. Fees and Refunds

- 4.1 Snug pays an upfront Fee for a Referral and does not pay trailing commissions. However, where a Client cancels or ceases to acquire Services from Snug prior to the first anniversary date of the Referral, there will be a pro-rata adjustment to the Fee paid, which will be deducted from future statements.
- 4.2 Snug will, within ten Business Date after the conclusion of each calendar month, advise the Referrer of any Referrals received by Snug from the Referrer in the last calendar month.
- 4.3 In consideration of the Referrer providing a Referral, Snug agrees to pay the Referrer the Fees.
- 4.4 The Fees will be payable by Snug by direct debit into the bank account nominated, provided that the closing month balance is over \$100.
- 4.5 If Snug is required to return any upfront or ongoing fees in respect of Services provided to a Client referred by the Referrer, then the Fees due to the Referrer will be recalculated and if as a result of that recalculation a refund is due from the Referrer to Snug, the Referrer must, upon written notice from Snug setting out the particulars of the refund, pay to Snug the amount claimed within 28 days of the notice if the amount is unable to be set off against the net monthly payment.
- 4.6 Failing payment to Snug of the refund pursuant to clause 4.5, Snug may deduct and set-off from any other Fees payable to the Referrer, an amount equivalent to such calculation.
- 4.7 Snug may offer rewards and or compensation by way of prizes, redeemable points scheme or payments to individuals engaged by the Referrer in addition and separate to the Fees herein.
- 5.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- 5.3 To the extent that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid Tax Invoice being delivered to the recipient of the taxable supply.
- 5.4 To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- 5.5 To the extent that any consideration payable to a party under this agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

5. GST

- 5.1 In this clause:
- (a) words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) any reference to an input tax credit entitlement by a party includes any

corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and

- (d) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

6. Reporting

- 6.1 Each party must keep proper accounting and transaction records.
- 6.2 Snug may on the provision of 2 Business Days' notice audit and inspect any premise, system or document relating to any transaction or Referral made under this Agreement and the Referrer must cooperate with Snug and provide Snug and its authorised representatives all reasonable assistance during such audit or inspection.

7. Intellectual Property

- 7.1 The websites owned and operated by Snug and all content forming part of the websites and the Services, including without limitation all photographs, images, designs, information, interfaces, text, graphics, brand names, logos and trademarks, are protected by copyright, trade mark and other intellectual property laws and the Referrer acknowledges and agrees that Snug owns, controls or is licensed all legal right, title and interest in and related to its websites and the Services, including all intellectual property rights. Save as set out in this Agreement, the Referrer has no right, title or interest in or to the intellectual property of Snug.
- 7.2 Subject to this Agreement and its terms, Snug hereby grants to the Referrer a royalty free, non-exclusive, non-transferable and revocable license (**License**) to market the Service to Referrals, and to use the Snug trademarks, logos and URLs provided by Snug and any associated materials, language or code for the sole purpose of promoting the Service (collectively, **Marketing Materials**).
- 7.3 Snug may revoke the License at any time by giving the Referrer a written notice (including via email).
- 7.4 The Referrer agrees to comply with the specifications and other instructions issued by Snug from time to time as to Referrer's permissible use of the Licensed trademarks in creating Marketing Materials and promoting the Service. The Referrer further agrees to comply with all such specifications and instructions.
- 7.5 The Referrer shall ensure that all Licensed trademarks appearing on its Marketing Materials are in the form approved by Snug and shall not modify any trademarks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Snug, and shall further comply with reasonable instructions from Snug as to the form, content and display of Marketing Materials.
- 7.6 Upon termination of this Agreement for any reason whatsoever, or upon written request by Snug, the license granted herein shall expire and the Referrer shall immediately cease all its activities under this Agreement.

8. Indemnity and Liability

- 8.1 The Referrer shall be solely responsible for its operations in acting under this Agreement,

including, without limitation, the legality of the Referrer's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Snug trademark violates a third party's trademark rights, Snug is not responsible for the development, operation or content of Referrer's Marketing Materials and the Referrer agrees to defend, indemnify and hold Snug harmless against any and all claims, actions, causes of action, damages, or expenses (including legal fees) relating to the development, operation, content and maintenance of Referrer's own Marketing Materials.

- 8.2 To the extent permitted by law, the liability of Snug under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise must not exceed the Fees.
- 8.3 Snug will not be liable to the Referrer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Referrer of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

9. Customer Relations

- 9.1 During and after the term of this Agreement, Snug shall be the exclusive owner of all relations created via the Referrer between Snug and Referrals with respect to the Service, including any and all information identifying Referrals who contract with Snug for the use of the Service. Snug's terms and conditions of supply in respect of the Services, including the Privacy Policy, will apply to Referrals and may be changed by Snug without prior notice to the Referrer.

10. Disputes

- 10.1 If a dispute arises the parties must negotiated in good faith, failing which within 20 business days any dispute or difference whatsoever arising out of or in connection with this Agreement will be submitted to arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules.
- 10.2 Unless the parties agree upon an arbitrator, either party may request a nomination from either the president, or the chapter chairman of the New South Wales chapter of the Resolution Institute.

11. Notices

All notices required under this Agreement shall be in writing sent to the address of the party as set out in this Agreement. Any notice may be delivered by pre-paid post, email or facsimile to the address specified in this Agreement.

12. Variation

This Agreement may be varied by Snug on the provision of 14 days' written notice to the Referrer.

13. Miscellaneous

13.1 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

13.2 Counterparts

This Agreement may be executed in counterparts. All executed counterparts taken together constitute one document.

13.3 Governing law and jurisdiction

The laws applicable in New South Wales govern this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.4 Relationship between parties

- (a) The parties agree that this agreement creates a relationship of principal and independent contractor and nothing in this Agreement constitutes a partnership or joint venture between the parties or makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose bind another party or contract in the name of another party.
- (c) If a party must fulfill an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

13.5 Cumulative rights

Except as expressly provided for in this Agreement, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

13.6 Severability

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

13.7 Further assurances

Except as expressly provided in this Agreement, each party must, at its own expense, do all things reasonably necessary (including executing documents) to give full effect to this Agreement and the matters contemplated by it.

13.8 Assignment

The Referrer may not assign, transfer or in any other manner deal with its rights under this Agreement without the prior written agreement of Snug. Snug may on the provision of notice to the Referrer assign or transfer any of its rights under this Agreement. Any purported assignment, transfer or dealing in contravention of this provision is ineffective.

14. Definitions

14.1 Definitions

In this Agreement the following words have the following meanings:

Agreement means this Agreement.

Brand Assets means the words "Snug", "BondCover", "Match" and other similar brand words, images, slogans or bylines developed by Snug and nominated as Brand Assets in the Snug Brand Guidelines for Referrers or trademarked or registered by the Company.

Brand Keywords means words used for search engine indexation or marketing or online promotion.

Business Day means a day that is not a Saturday or a Sunday or a public holiday, special holiday or bank holiday in Sydney, New South Wales, Australia.

Client means a person or business who has obtained, is obtaining or is seeking to obtain the services of the Referrer and who is also considering obtaining services similar to those offered by Snug.

Effective Date means the commencement date nominated as the Effective Date in Schedule 1.

Fees means the fees set out in Schedule 1.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

Marketing Material means advertising and promotional collateral including but not limited to images, text, video, PDF documents, brochures and such provided by Snug for the non-exclusive use of Referrer to promote the Services.

Referral means the introduction of a Client by a Referrer to Snug whereby:

- (a) the Client becomes a member of Snug's website located at www.Snug.com;
- (b) Snug has no record of the Client in connection with Snug's Service, or who are not, at the time, referred to Snug by the Referrer, in any contractual relations or ongoing negotiations with Snug in connection with the Service;
- (c) the Client acquires Services within 30 days of being Referred to Snug by the Referrer; and
- (d) the Client is not rejected by Snug.

For the avoidance of doubt, all Referrals will be deemed rejected by Snug if they do not acquire Services within 30 days of first being submitted to Snug by the Referrer.

Services means bond guarantee, rental property management services including tenant selection, property management, rent collection and payment services similar to the services offered by Snug.

14.2 Interpretation

In this Agreement, unless context indicates a contrary intention:

- (a) **headings**: clause headings are inserted for convenience only and do not affect interpretation of this Agreement.
- (b) **party**: a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.
- (c) **including**: including and includes (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.
- (d) **corresponding meanings**: a word that is derived from a defined word has a corresponding meaning.

- (e) **singular**: the singular includes the plural and vice-versa.
- (f) **gender**: words importing one gender include all other genders.
- (g) **rules of construction**: neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (h) **legislation**: a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (i) **time and date**: a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere.
- (j) **writing**: a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.
- (k) **Australian currency**: a reference to dollars or \$ is to Australian currency.

Schedule 1 – Referral Fees, Charges and Benefits

Fees, Charges and Benefits are published at <http://snug.com/pricing> and may be varied in accordance with clause 12.

Please complete and return a Payment Processing Authority to enable disbursements from Snug to you should you wish to use Snug Pay.