



Qoria Legal Agreements

Partner Terms





Welcome To Our Partner Program

We have strived to develop a world class suite on online safety Products and Services and our valued channel Partners help us bring these to market most effectively.

We understand that reputation and relationships are fundamental to you and so we have worked tirelessly to enhance our program and products with the aim of adding value to you and your Customers.

We are extremely grateful for your commitment to join us on our journey to protect and support every child's digital journey. The goal of our partner program is to work with talented and passionate people, to harness our collective strengths and deliver unparalleled experiences.

Crispin Swan
COO Qoria



Important Terms

Your agreement with us (Partner Agreement) consists of:

Partner Contract which sets out specific terms agreed with you such as commission rates. This document will be updated from time to time with you when things change.

Partner Terms (this document) which is the standard legal agreement for our partner program. This is available on our website.

Partner Program which sets out the procedures of our partner program. These procedures are available on our website and may be updated from time to time.



Partner Terms

Set out below is the Partner Terms agreement. These terms may be updated from time to time, with notice as described herein.

Arrangement with customers and end users

We are a provider of online safety & security Products and related Services. Our Products & Services are provided to Customers under a Customer Agreement which consists of all of the following documents:

- Customer Order which sets out the key commercial arrangements and selections of a particular Customer;
- **Customer Terms which set out the legal terms and conditions** that apply to all Customers; and
- **Terms of Service which set out the specific conditions** within which we supply specific Product or Services;
- **Customer Policies which set out how we work** with Customers, End Users and protect Data.

Additionally, End Users of our Products are subject to the End User Licence Agreement which sets out the terms applicable when individuals download, install or use our software.

Arrangement with partners

We appoint Partners to Re-sell our Products and Services under a Partner Agreement which consists of all of the following documents being the:

- Partner Contract which sets out key commercial arrangements specific to a particular Partner;
- **Partner Terms which set out the legal terms and conditions** that apply to all Partners; and
- **Partner Program which sets out our policies and procedures** for how we work with Partners.

Partners agree to Re-sell our Products and Services in accordance with the requirements of the Partner Agreement. This includes a requirement to ensure Partners' Customers' acknowledge and accept our Customer Agreement when purchasing and using our Products and Services. Acceptance and acknowledgement of the Customer Agreement by the Customer occurs when a Customer signs the Customer Order which both incorporates the Customer Agreement and states that the Customer is bound by the Customer Agreement.

Within the Partner Agreement documents You or you refers to the party set out in the Partner Contract. You accept the Partner Agreement by signing the Partner Contract. Until you do so and on termination of your Partner Agreement you may not Re-sell our Products and Services.



Interpretation

Meaning of words

Words used in this document have the following meanings. Any terms used in this Partner Terms document which are not defined have the same meaning as found in any of the Partner Program and Partner Contract.

Action means any claim, action, suit, inquiry, proceeding, audit or investigation by or before any governmental authority, or any other arbitration, mediation or similar proceeding, including claims or allegations of infringement, inducement to infringe, contributory infringement, and misappropriation.

Affiliate means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

Appointment Period means the period from the date of your Partner Agreement and the expiry date set out in your Partner Agreement or other dates as set out in your Partner Agreement.

Associated Parties means in relation to a Party to

this Agreement, third parties that service, supply, for the purposes of the relevant party completing its obligations under this Agreement, are delegated, organisations, sales agents, suppliers and customers, Partners, employees and/or device manufacturers or software vendors.

Business Day means days other than Saturday, Sunday and declared public holidays in the jurisdiction in which the Partner operates.

Claim means any claim, demand, action, proceeding,

judgment, settlement or award, whether at law, under statute, in equity or otherwise, for losses, damages, liabilities, deficiencies, penalties, fines, injunctions, debt, restitution or any other remedy and any costs, charges, expenses or payment.

Change of Control means the sale of all, or substantially all, the assets of a party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transactions.

Code of Conduct means our governance expectations of you set out in these Partner Terms under the heading Code of Conduct.

Compensation means financial compensation due to you from us in consideration for your services to

us in accordance with the Partner Agreement.

Consumer means a Customer that is an individual person that is not using or intending to use the Products as part of a commercial business, enterprise or in education and is capable, at law, of entering into a contract.

Contracted Term means an agreed minimum contractual time period for the Partner Agreement. This is set out in the Partner Contract if applicable.

Customer means the person(s) or legal entity named on a Customer Order raised against you acting as the Partner and Re-selling our Products and or Services.

Customer Agreement means an agreement between a Customer and, in the context of the Partner Agreement, you and consists of all of a Customer Order which has been approved by us, Customer Terms, Terms of Service and Customer Policies;

Customer Order means an invitation provided to a Customer to purchase or subscribe to our Products and/or Services. The Customer Order will only be binding on us if it includes acknowledgement that our Products and Services are provided under the Customer Agreement. You may provide Customers with a quote for our Products and/or Services. A quote is not a Customer Order until submitted to us as a Partner Order and accepted by us at our absolute discretion.

Customer Data means any data captured by us from the Customer or your End Users in the operation of an account held by the Customer and Products and includes, without limitation, registration information, usage information, information about computing devices and networks and software running on them, geo-location information, system logs, diagnostic data, messages and submitted comments, information, ideas, concepts, reviews, documents and materials.

Confidential Information means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, including personal data, and any information recorded in writing and electronically relating to and forming part of the Products, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

End Users means the ultimate users of our Products.

End User Licence Agreement means the software license applicable to End Users of our Software Products.



Interpretation cont.

Hardware means computing equipment and associated software and accessories and includes any substituted equipment, components and accessories.

Insolvency Event means, in relation to a Party, where that Party is: unable to pay its debts as and when they fall due; or states that it is, insolvent within the meaning of relevant insolvency legislation; subject to any arrangement, assignment, moratorium or composition, protected from creditors under any applicable law or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party); the subject of an application (not contested in good faith and that is not stayed, withdrawn or dismissed within 30 days of its commencement) made to a court for an order or an order is made, that it be wound up or that a liquidator be appointed to it; has appointed over any or all of its assets, a receiver, receiver and manager, trustee, administrator or similar official; or suffers or incurs anything analogous, or having substantial similar effect to, any of the events described in this definition under the law of any applicable jurisdiction.

Intellectual Property means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the any jurisdiction: trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, "Marks"); patents and patent applications (collectively, "Patents"); copyrights (registered and unregistered) and applications for registration (collectively, "Copyrights"); trade secrets, know-how, non-public parts of the source code of software, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and moral rights, publicity rights, database rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

Law(s) means any law, regulation, statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Legislative Obligations means provisions of consumer trade practices statutes, rules and regulations which may be applicable to our supply of Products to you and which may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees.

NFR Products means products we provide you for demonstrations and evaluations purposes; being products that are 'not for resale'.

Our Bank means our commercial or transactional banking provider in your jurisdiction. If we do not have a banker in your jurisdiction then Our Bank is Australian bank, Westpac Banking Limited.

Our Intellectual Property means any Intellectual Property owned by us or any Intellectual Property that is licensed to us including Our Marks.

Our Marks means any Marks owned by us or any Marks that are licensed to us.

Product Damage means any damage to the working order or packaging or a Product that is not caused by fair wear and tear and includes, but not limited to, damage caused by liquid, electricity, impact or use outside normal operating conditions.

Partner Agreement comprises the entirety of an agreement between us and a Partner and consists of the following documents. These have been listed in order of precedence should any terms within these documents conflict with one another: 1) a signed Partner Contract; 2) These Partner Terms; and 3) our Partner Program. Unless the context suggests otherwise, a Partner Agreement refers to your Partner Agreement.

Partner, you and your means the person(s) or legal entity named on the Partner Contract. If there is more than one, and/or it means each of you separately and all of you jointly and severally.

Partner Application comprises all of the information provided by you to us prior to signing the Partner Contract including in the Application Form.

Partner Order means an order produced by you or us setting out relevant details relating to a particular Customer Order. For a Partner Order to be accepted by us, the specific details of the quantity and the price of the Products and/or Services to be purchased or subscribed for must be provided.

Partner Program means the policies and procedures of our partner program as set out on our website and updated from time to time.



Interpretation cont.

Partner Tools means technology we make available for operation of our Partner Agreements. These may include applications for processing and tracking orders.

Party means a party to your Partner Agreement, being you or us.

Product(s) means hardware and software products provided by us under the Customer Agreement, including products under our brands and may include third party software, open source software and services including information and communication technology, network components and other computing devices.

Regulatory Impediment means where a government, regulatory authority or controlling body of any country or territory in which our Products and/or Services are distributed or made available, imposes any law, restriction or regulation that makes it illegal to distribute or make available them available, or any portion of them, or places a substantial burden on our doing so.

Re-sell means to market, promote and/or sell Products and/or Services to Customers.

Service Location means the location where the Services are provided.

Service Levels means our commitments to levels of service as set out in our Terms of Service.

Services means such services including consultancy, delivery, installation, training, managed services, cloud/hosted services or Support Services as are provided by us and/or you to Customers and/or End Users in accordance with our Customer Agreement.

Software means an executable program and/or application associated with the Products.

Support Services means the maintenance and technical support services as set out in the Terms of Service and generally consisting of:

- **Customer Support** being services to deploy, configure, troubleshoot and provide general advice with respect to the Products.
- **Managed Services** being outsourced management, monitoring and configuration of the Products.
- **Product Support** being the Product maintenance and escalated customer support.

Re-sell means to sell Products and/or Services to Customers.

Third Party means a party other than a Party to your Partner Agreement.

Third Party Products means Products offered by us to you for Re-sell which have been provided to us by a Third Party.

Territory means the territory in respect of which you have been appointed as set out in your Partner Contract.

Force Majeure means any circumstances beyond the reasonable control of the affected party, including fire, flood or other extraordinarily severe weather conditions, acts of God, war, riot or armed conflict, epidemic or pandemic, acts of terrorism, raw materials or labour shortages, failure of suppliers, industrial relations difficulties, strikes, lock-outs, failure in plant or equipment or similar matters.

We, us, our, Qoria and Qoria Group refers to Qoria Limited (Australia) and its subsidiary companies including inter alia Family Zone Inc (USA), DerbyTech Inc (USA), Net Ref Education, LLC (USA), Smoothwall Inc(USA), Smoothwall Limited (UK), Family Zone NZ Cyber Safety Ltd, Cyber Education Pty Ltd, EI Pty Ltd, Qustodio LLC, Qustodio Technologies SLU, Digital Literacy SLU or a Partner.

Interpretation

In our agreements, unless the context otherwise requires:

- headings and emphasis are for convenience only and do not affect the interpretation of the agreement;
- words importing the singular include the plural and vice versa;
- words importing gender include every gender;
- a reference to a thing includes part of that thing;
- other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
- terms of inclusion are to be interpreted without limitation;
- a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- a reference to a law or regulation shall include any applicable amendments
- a reference to a document includes every permitted amendment, modification or supplement to, or replacement or novation of, that document;
- a reference to a party includes that party's successors and permitted assigns;
- an expression importing a natural person includes any company, partnership, joint venture, association, corporation, or other corporate entity and any government agency;
- a reference to a clause, party, annex, exhibit or schedule is a reference to a clause of, a party, annex, exhibit or schedule to the relevant document agreement and a reference to an agreement includes any annex, exhibit or schedule thereto;
- where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the preceding Business Day; and
- no principle of construction or rule of law that provides that an inconsistency or ambiguity in the agreement will be construed against the drafter of the agreement will have any application.



Appointment & Obligations

Appointment: Subject to your Partner Agreement we grant you and you accept from us a non-exclusive, non-transferable and non-sublicense-able right to Re-sell our Products and Services and provide you Compensation for doing so.

Capacity: You represent and warrant that you have necessary ability, experience, rights and licenses to carry out the obligations under the Partner Agreement, and by virtue of entering into the Partner Agreement you will not be in breach of any express or implied obligation to any third party.

Application: You represent, warrant and covenant that the information provided to us in your Partner Application was accurate and complete in all material respects and you undertake to inform us immediately if any matters change.

Promises: Each Party acknowledges that no representation, claim or warranty has been made by the other Party, its employees, agents or representatives relating directly or indirectly to the level of income or business which may be likely earned as a result of your appointment as a Partner.

Restrictions: You undertake to comply with any restrictions with respect to competition, Territory or access to Products and Services as (may be) set out in the Partner Contract.

Partner Program: You must reasonably comply with the Partner Program.

Promotion: You undertake to use reasonable efforts to promote us and our Products and Services and to do so at all times in accordance with our reasonable instructions, applicable local regulations and standards (eg consumer protection, trade practices, SPAM, data protection). Where you produce customer facing materials which reference our Products and Services you undertake to ensure these are legal, appropriate and accurate. You undertake to maintain suitably trained employees for selling and supporting our Products and Services.

Instructions: You agree to make reasonable efforts to comply with such reasonable directions and/or requirements we may give to you from time to time in relation to the Partner Agreement.

Customer Terms: You undertake to contract with Customers in accordance with the Customer Agreement and to procure that Customers are aware of and accept our Customer Agreement (or terms in all material respect the same as the Customer Agreement). By convention we expect you to make Customers aware of having them accept the Customer Agreement through signing the Customer Order.

Software Licensing: To the extent that our Products consist of or include software, you undertake to procure that End Users enter into the End User License Agreement by, where it is reasonably possible to do so, making End Users aware of and requiring acceptance of the End User License Agreement.

Contractors: You may appoint agents or subcontractors (collectively "Contractors") to fulfil obligations under the Partner Agreement however where you do so you acknowledge responsibility and full liability for their actions or inactions and undertake to ensure a legally binding agreement is in place between you and them which acknowledges and reflects your obligations under your Partner Agreement.

Support: Depending on our arrangements with you (under a Partner Contract) you may also provide Customer Support or Managed Services with respect to our Products. If you do so, you agree to maintain a properly trained staff and at your expense use your best efforts to meet the service levels set out in our Terms of Service. Where you provide support we agree to use best efforts, at our expense to provide timely and responsive Product Support in accordance with the service levels set out in our Terms of Service.

Hardware: Where you supply Hardware to Customers acquired from the Terms of Service for Hardware apply. Where you supply Third Party Hardware to run our Software then you undertake to only supply Hardware which meets the minimum technical specifications set by us from time to time and comply with procedures, instructions, guides and tools reasonably required by us from time to time.

Partner Tools: You agree to make reasonable efforts to use Partner Tools in accordance with our Terms of Service.

Insurance: You undertake to obtain and maintain in force for the term of the Partner Agreement adequate and suitable insurance with a reputable insurance company to cover its potential liabilities (including without limitation product liability, professional indemnity, public liability and employer's liability insurance cover) and shall supply to us on reasonable request, certificates to prove that it has appropriate and valid insurance.

Code of Conduct: In connection with your Partner Agreement you agree and undertake to comply with our Code of Conduct and take reasonable steps to ensure your Associated Parties do so to.

Changes: We may, from time to time, change the Partner Program and Partner Terms. Unless agreed with you otherwise such revisions shall be effective in 30 days or immediately if we consider it reasonable to do so at our discretion. We will endeavour to make available prior versions of our terms on our website. If we revise the Partner Agreement and such revision is in our opinion materially detrimental to you then we will permit you to terminate the Partner Agreement immediately.



Appointment & Obligations cont.

Code of Conduct: In connection with your Partner Agreement you agree and comply with our Code of Conduct and take reasonable steps to ensure your Associated Parties do so to.

Changes: You acknowledge that we may change the Partner Program and Partner Terms from time to time (a **Change**). Where we intend to make a Change then if, in our reasonable opinion, we believe the Change will have a material deleterious impact on you then we:

- A. shall provide you with at least ninety (90) day's written notice;
- B. agree to negotiate the Change with you in good faith; and
- C. permit you to terminate this Agreement if a satisfactory resolution cannot be found between us both.

Otherwise and ordinarily we will provide you with at least 30 days' written notice of an intended Change unless in our reasonable opinion:

- A. it will benefit or have no effect on you;
- B. it is required to comply with any law or requirement of any regulatory body; or
- C. it is required to preserve or safeguard the security or integrity of our Products, Services, Customer Data or our business generally.



Commercial Terms

Partner Contract: The Partner Contract will set out commercial terms specific to you. Unless alternative arrangements are set out in the Partner Contract then the terms set out in this section apply.

Price List: We will provide you and will update from time to time our list of Product and Services and the prices made available through or to you as the case may be.

Invoicing: Where according to the terms of your Partner Agreement, and unless agreed otherwise with you, we invoice you for any reason then:

- We will invoice you for Services or bundles of Hardware and Services on the date we approve the Order;
- We will invoice you for Hardware only Orders on the date of delivery of the items to you;
- Our invoices are payable even if the relevant Service is not fully functional or deployed;
- Invoices will be issued in the currency set out on the Customer Order;
- Invoices are due 30 days from invoice date;
- You have no right of offset against any invoices issued by us;
- Unless due to a dispute which is in our reasonable opinion legitimate, failure by you to pay invoices when due shall constitute sufficient cause for us to immediately suspend future credit and suspend performance under your Partner Agreement and failure by you to pay invoices 30 days after their due shall constitute sufficient cause for us to terminate your Partner Agreement;
- Invoices not paid by you by the due date will bear interest at the rate of 1% per annum above the base-rate of Our Bank;
- You will make all payments to us in the currency set out our Invoice;
- Your payments to us must include a gross up for any applicable taxes and levies (e.g. VAT, GST or sales tax);
- Payment to us is not deemed to have been made until it has been cleared by our bank; and
- We are entitled to recover from you on a full indemnity basis all costs and expenses (including attorneys' fees and expenses) associated with collection of any amounts due or otherwise payable by you to us.

Third party products: If you have sold Third Party Products provided to you by us then unless otherwise agreed between us then we reserve the right to charge you for any price increases imposed by an applicable third party. We will use commercially reasonable efforts to provide you with prior notice or to minimise such costs.

Compensation: The Partner Contract will set out your specific Compensation arrangements. In addition and unless otherwise stated in the Partner Contract:

- If applicable, we will gross up your Compensation for applicable taxes and levies, provided you are compliant with applicable laws and regulations;
- Your Compensation will be calculated by us on a calendar month basis, invoiced in the first 14 days of the month of service with payments to be made to you within an additional 21 days;
- Invoices and statements provided by us are presumed accurate and conclusive evidence of the amount payable by us in the absence of manifest error;
- We will include in our invoices all applicable taxes and levies based upon the provision of our Products and Services;
- You acknowledge that we may clawback Compensation previously paid to you where in our reasonable opinion Compensation was not properly due to you; and
- We may at our sole discretion set off amounts due from you against amounts due to you irrespective of due date timings.

NFR Products: Where we provide you with NFR Products you agree: that any risk of loss or Product Damage to such items passes to you upon delivery.

Cancelled Orders: Where you placed a Customer Order on us and we have accepted it, then if the Customer cancels the Customer Order will reserve the right to pass on to you any third party costs incurred by us up until receipt of notification of the cancellation. If such an order includes Hardware then we will make reasonable effort to re-purpose or return it. If we are unable to do so then we reserve the right to deliver this to you and require payment.

Expenses: Any and all expenses, costs and charges incurred by you in the performance of your obligations shall be paid by you, unless we expressly agree otherwise in advance and in writing.



Term and Termination

Term: The Partner Agreement commences on the date you first sign a Partner Contract with us. The Partner Agreement may have a specified end date in the Partner Contract. If so, your contract has a Contracted Term. If not, your Partner Agreement operates on a month to month basis. At the end of a Contracted Term, your Partner Agreement will operate on a month to month basis unless terminated by either party in writing.

Termination without cause: During the Contracted Term your Partner Agreement can be terminated by agreement between you and us. If the Partner Agreement operates on a month to month basis either party may terminate it on 90 days' written notice without cause.

Termination with cause: This Agreement may be terminated with notice and immediate effect:

- by a Party where the other Party suffers an Insolvency Event;
- by a Party which suffers a Force Majeure event;
- by a Party which has notified the other party (the "defaulting party") of a failure to comply with a material obligation under the Partner Agreement and the defaulting party fails to remedy this breach within 14 Days; and
- by a Party which has notified the other party (the "defaulting party") of a failure to comply with a material obligation under the Partner Agreement which cannot be or has not been remedied within 14 Days; and
- by a Party which has notified the other party (the "defaulting party") of a failure to comply with a material obligation under the Partner Agreement which cannot be or has not been remedied within 14 Days.

Effects of Termination: On termination of your Partner Agreement for any reason:

- You must cease promoting, marketing or advertising our Products and Services;
- You must cease entering into (or continue any further) negotiations or commitments for the sale or other disposition of our Products or Services;
- Your licence to use our trademarks immediately ceases;
- You must cease to hold yourself out as being an authorised Partner of ours in respect of our Products and Services, except for the purpose of supporting Customers and fulfilling Customer Orders accepted by us prior to the date of termination;
- You must pass on to us any existing sales opportunities for the provision of our Products and/or Services;
- You must return to us within 7 days at your cost any NFR products;

- Where you have Customers using our Products and/or Services under a Customer Agreement with you then your obligations to support these Customers under the relevant Customer Agreement and your Partner Agreement continue in full force until the end of the relevant Customer Agreement (or transfer of same from you to a Third Party approved by us);
- You agree to use reasonable efforts to and at your costs assist Customers to transfer Products and Services to an alternative (Third Party) Partner or us at the end of their Customer Contract (provided they wish to continue using our Products);
- Both parties agree to reconcile relevant accounts within 45 days and settle any outstanding Compensation or other fees and charges; and
- Both parties shall either return or securely destroy (at the sole option of the owner of such Confidential Information) any Confidential Information of the other.

Survival: Termination of this Partner Agreement is without prejudice to any provisions of this Partner Agreement which are expressly or impliedly intended to survive termination, and termination shall not affect rights and remedies of the parties accrued prior to the date of termination. Termination of this Partner Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination. In particular mutual obligations with respect to clauses **Data Protection**, **Intellectual Property** and clause **Confidentiality** continue.

Suspension

Suspension: If we reasonably believe you that you are in breach of any term of the Partner Agreement, or a law or regulation or that our systems may be exposed to potential damage or misuse by you or parties associated with you we may suspend your Partner Agreement and access to our systems. This right does not affect or limit any other rights we have under your Partner Agreement.

Regulatory Impediments: Notwithstanding anything to the contrary in this Agreement, in the event of a Regulatory Impediment either party shall have the right to suspend performance under this Agreement, to the extent reasonably necessary.



Confidentiality

Confidentiality: Each Party undertakes in relation to the other party's Confidential Information to maintain the same in confidence and not to make any commercial use thereof or use the same for the benefit of any third party other than pursuant to the Partner Agreement. Obligations with respect to Confidentiality under this clause shall not apply to any information or material which the recipient party can prove:

- was already known to it prior to its receipt thereof from the disclosing party;
- was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing party; or
- was in the public domain at the time of receipt by the recipient party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause 9 or any obligation of confidence owed by the recipient party.

Disclosures: Each Party shall notify the other Party if any of its staff connected with the provision or receipt of the Products or Services becomes aware of any unauthorized disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

Agreement: The terms of the Partner Agreement may not be disclosed by you (other than to its legal advisors) without our prior written consent.

Publicity: Each Party may refer to the other as a Partner and the existence of the Partner Agreement. Other than where required to disclose information under operation of law, by a court order, or by a governmental agency with jurisdiction, neither party will publish or release any public relations materials or make any public announcement relating to the Partner Agreement or the other party without the other party's prior written consent. Each party agrees to exercise good faith dealing in respect of any such requests.

Your Information: For the purposes set out below; you authorise us, and you undertake to procure if requested by us authorisation from your directors (if you are a company) and trustee/s (if you are a trust) for us to collect, retain and use personal Information (the "Information") about you, your directors and trustee/s (as the case maybe).

The purposes for which we may request the Information are:

- Checking your credit worthiness;
- Seeking to enforce our (or any financier's) rights (as applicable) under your Partner Agreement or at law;
- Providing information to or requesting Information from, credit agencies;
- Assignment (or potential assignment) of the Partner Agreement to a Third Party; and
- Any other purpose reasonably contemplated by the Partner Agreement.

You acknowledge that the Information shall be deemed to be held by us for the purposes described above; and where the Information can be readily retrieved, you shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge. We undertake to capture and manage your Information in accordance with Our Privacy Policy as if you are an Account Holder as defined in that policy..

Communications: You consent to receive communications from us for purposes reasonably related to the Partner Agreement. If you subscribe to news services from us, you will receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

Customer Communications: We may send electronic communications to Customers using our Product and Services covering topics such as technical announcements, Product and Service developments as well as general company news.



Data Protection

Privacy Policy:

Our Privacy Policy sets out our commitment and undertaking with respect to privacy and data protection as it relates to our Customers and End Users. As our Partner you are expected to comply with our Privacy Policy as if you were us with respect to the provision of our Products and Services to Customers.

Specific Undertakings: Specifically you agree to:

- Comply with relevant local laws and regulations with respect to data protection and privacy;
- Act only on reasonable instructions from us when processing personal data provided to you under your Partner Agreement, and keep records of all such processing;
- Comply with our reasonable instructions in relation to the processing of personal data;
- At all times take all appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- Not, without our prior written consent, transfer any personal data captured in relation to your Partner Agreement outside of: the European Economic Area, if you are based in European Economic Area; the United States of America, if you are based in the United States of America; or otherwise outside of your country of operation; and
- Immediately notify us if you receive any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this agreement and provide full co-operation and assistance in relation to any such complaint, notice or communication.

Intellectual Property

Sublicense: Subject to your covenants and undertakings within the Partner Agreement, we hereby grant you (to the extent we are able) a non-exclusive, royalty free, revocable license to use Our Marks and Our Intellectual Property relating to the Products and Services in promotional and marketing materials in the Territory. You agree that nothing in the Partner Agreement transfers ownership of any Intellectual Property to you.

Use: You agree to use our Intellectual Property solely for the purpose of performing your obligations under the Partner Agreement and only in accordance with the Partner Agreement and our instructions.

Protection: You agree to not to, and to use your reasonable efforts to ensure no other party 1) make any alteration or addition to the design, construction or specification of our Products without our prior written consent; 2) copy our Product's 'look and feel', design or source code or any part of any of them except to the extent and for the purposes expressly permitted under your Partner Agreement; and 3) modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property in our Products or Services, except and only to the extent that it is expressly permitted by applicable law.

Our Marks: You agree to only use Our Marks in the format provided by us without alteration or adjustment (unless consented to in writing by us). You agree to not use our Marks other than as permitted under your Partner Agreement and to not infringe on, purport to own or otherwise attempt to mislead others into an understanding that you own any of our Intellectual Property. You agree to not register any internet domain names or trademarks relating to or similar to our brand names or the names of our Products or Services, without obtaining our express prior written consent.

Your Marks: To enable us to provide the Products & Services, we may need to utilize Your Marks meaning your name, trademarks, logos, copyright, software, documentation, emails, messages, comments & postings and other materials made available by you to us for agreed purposes. During the term of the Partner Agreement, and in connection only with it, you grant to us a non-exclusive, non-transferable, royalty-free right to use and reproduce your Marks.

Termination: Upon termination of your Partner Agreement, the licence provided herein to our Marks will automatically terminate and you must immediately cease use of our Marks and return (to us) or destroy any items containing them.

Third Party Actions: In the event of Action being taken against us with respect to Third Party Intellectual Property ("Infringing Items") you agree that we may, at our sole election and expense to 1) procure a license to any Infringing Items; or 2) implement or require you or Customers to implement a work around such that any Infringing Items are no longer used.



Warranties and Indemnities

No Product Warranty

Except as expressly provided otherwise in the Partner Terms, and to the maximum extent permitted by law, we exclude all (including all statutory) express or implied warranties, guarantees, or representations in relation to our Products and Services. To the extent that our liability with respect to any warranty, guarantee or representation in relation to our Products and Services cannot be excluded but can be limited, our liability is limited to the maximum extent permitted by law. You acknowledge that we have made no representation or statement and give no condition, warranty or guarantee with respect to the condition, quality, fitness, suitability or safety of our Products or Services; or dates for delivery or release of the Products or Product updates, fixes or workarounds. You acknowledge and covenant not to provide any warranty or make any representation to any person concerning the quality, performance or other characteristic of any of our Products and Services or the basis of their supply, unless such warranty or representation is provided in promotional material supplied by us to you or has otherwise been expressly authorized by us in writing to do so. You acknowledge and agree that Products and Services sold by you under your Partner Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party, for which we make no representations or warranties.

Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable to the other by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of the Partner Agreement, whether direct or indirect for any loss of profit; anticipated savings; anticipated contracts; business or opportunity; goodwill or reputation; loss of data; or any, special, indirect or consequential loss or damage arising out of or in connection with any act or omission of ours relating to the manufacture or supply of the Products or Services, their resale by you or use by any person. Certain provisions of the consumer trade practices statutes, rules and regulations applicable within the market you operate may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees ("Legislative Obligations"). To the extent that Legislative Obligations may not be excluded but may be limited, our liability for breach of such Legislative Obligations is limited to the extent permitted by law. Nothing in this Partner Agreement is intended to and/or shall restrict or exclude either parties' liability for: (i) death or personal injury resulting from its negligence; (ii) any liability for fraud, fraudulent misrepresentation; or (iii) any other liability that cannot be restricted by law.

Partner Warranty & Indemnity

Your represent and warrant that you have the necessary ability and experience to carry out your obligations under the Partner Agreement, and that by virtue of entering into the Partner Agreement you are not, and will not be, in breach of any express or implied obligation to any third party binding upon it. You indemnify, hold harmless, and, at our election, agree to defend us and our affiliates from and against all Actions that arise from 1) a false or unauthorized representation by you related to us or our Products and/or Services, or the Partner Agreement, or 2) an action or omission by you in connection with the your sales, promotion, support or other dealings with our Products and/or Services and 3) any failure by the you to comply with the provisions of any applicable law or regulation. We undertake to give you prompt written notice of any Action relating to you. We may in such an event, at our sole option, permit you to conduct the defense of such Action. If we confirm in writing that an Action is within your indemnification obligation under this clause then we will in such a case provide, at your expense, reasonable cooperation.

Third Party Indemnity

You agree, at your own expense, to indemnify, defend and hold us harmless from and against any and all Actions brought against us, our affiliates, directors, officers, agents and employees by a Third Party:

- arising in connection with your Partner Agreement (except to the extent such a Third Party claim arises as a direct result of our breach of your Partner Agreement); or
- arising in connection with your unlawful conduct.

We agree to indemnify, defend and hold you harmless from any and all Actions brought against you, your affiliates, directors, officers, agents and employees by a Third Party arising from a claim of infringement of copyright or other intellectual property right arising from the use of a Product or Services. This indemnification will not apply in the event that the infringement is caused by your use of the Products or Services in combination with other software, hardware or materials not developed by us, your modification of our Products or Services, your general use of the internet, and/or an allegation made against you or based on actions you took prior to commencement of the Partner Agreement. Each party's obligation under this section shall arise only if the party seeking to be indemnified promptly notifies the other party within 30 days of learning of an action for which indemnification is sought. If we provide indemnification to you, we retain sole right to direct the defence of and settle any such action and you agree to fully cooperate with any such action.



Code of Conduct

Our values require that we and our Partners act honestly, ethically, fairly and legally in all dealings. This section outlines the standards and practices that we expect of ourselves and you. Failure to adhere to this code may result in termination of the Partner Agreement.

Anti-Corruption and Gifts/Courtesies

Improper inducements involving customers, suppliers, partners, government officials and any other parties are strictly prohibited. We expect you to act with the utmost honesty, integrity and transparency in all dealings with customers, suppliers, partners and government officials. Our Partners shall not give, attempt to give, offer, promise or authorize any payment, thing of value, favor, fee, entertainment, bribe, gift, loan, rebate, reward, payoff, influence payment, kickback or other similar payment or advantage to a foreign or domestic government official or employee, or to any non-government partner, customer, or potential customer, for the purpose of improperly influencing an act or decision (including a decision not to act) or to induce such a person to use his or her influence to improperly affect any such act or decision in order to obtain, retain or direct any business. Any discounts, rebates or other financial benefits provided by us shall not be used to disguise or facilitate any improper payment or gift.

Our partners must comply with all applicable anti-corruption laws and regulations everywhere you do business with us and/or on our behalf, including but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all local country-specific anti-bribery and/or related laws. You shall use good judgment, discretion and moderation when giving or accepting gifts, hospitality or entertainment involving any Customer, employee or family member of one of our Customers or Employees. When extending or receiving common business courtesies, you should not request, accept, offer to give or give anything of significant value that would give the appearance of impropriety or create the impression that the gift or entertainment was intended in any way to improperly influence a business relationship. A general guideline for evaluating whether a gift or other business courtesy is inappropriate is whether public disclosure would be embarrassing to you, to us or to the recipient. Also keep in mind that local gift giving customs, practices and laws may vary in different countries.

Antitrust and Fair Competition

You partners must comply with applicable U.S., local and any other country-specific antitrust and competition related laws and regulations. Although specific laws vary from country to country, certain general guidelines are applicable around the world. You shall not propose or enter into any agreement or otherwise conspire, collude or coordinate business conduct in a manner that harms or reduces competition, including but not limited to attempting to fix, adjust or control prices for our Products or Services; boycotting suppliers or Customers; dividing or allocating Customers or markets; limiting the sale of Services, Products or product lines; or coordinating with competitors on the bidding process. You must not engage in discussions of such matters with our employees, other partners or representatives of other companies. You shall not share information or discuss or enter into formal or informal agreements with any competitor relating to competitively sensitive information such as price, profit or profit margin, costs, production levels or quotes for a specific Customer's business.

You must not partake in unfair methods of competition and deceptive practices, including misrepresenting Products, Services or prices, or making unfair, misleading, inaccurate, exaggerated or false claims about, or comparisons with, competitor offerings.

Financial Integrity and Accounting

You must maintain accurate and complete books, statements and records related to your Partner Agreements and all associated transactions including Customer Orders, invoices and Compensation. You must not engage in the creation or preparation of any misleading or inaccurate transactional document or statement or the falsification of any type of transaction documentation or statement. All requests for non-standard discounts must be for legitimate business purposes. Business records must be maintained in accordance with record retention policies and all applicable laws and regulations, including the Sarbanes-Oxley Act of 2002 and applicable Internal Revenue Service requirements, and are subject to audit as defined in the Partner Agreement.



Code of Conduct cont.

Export Controls

You must comply with all applicable government economic sanctions, trade embargoes and export and re-export restrictions applicable to our software and services, including the restrictions reflected in relevant licenses and agreements. You must not engage in sales or marketing, or other activities, or directly or indirectly, export, re-export or transfer Products to restricted countries, including any destinations subject to U.S. embargoes or trade sanctions; to restricted or denied End Users, including any entity or individual specified on U.S. government-maintained exclusion lists; or for restricted end uses. In addition, you must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, End Users and potential end uses of our Products, and must promptly notify us if you learn a Product or Service has been provided to a party who is ineligible to receive it under applicable law. You are responsible for understanding how the export control laws apply and for monitoring changes to them.

Data Protection

You must comply with all applicable agreements, all local and other applicable laws and best practices with respect to privacy and data protection. You must only collect and use information associated with your Partner Agreement for the specifically permitted purpose of providing our Products and/or Services to Customers under a Customer Agreement. If you are unsure about a data or privacy practice you must ask us.

Confidentiality

You must comply with all applicable agreements and best practices with respect to confidentiality. The terms of the Partner Agreement, our Software and Marks are proprietary and confidential. These must not be shared or reproduced without our express written consent.

Intellectual Property

You must comply with all applicable agreements and all local and other applicable laws relating to our Intellectual Property. You are prohibited from infringing on the Intellectual Property of Third Parties in any manner related to your Partner Agreement. You must not use our Intellectual Property other than as permitted under the Partner Agreement or by us in writing. You must notify us of any unauthorized use of our Intellectual Property by you or a third party.

Government Customers

Certain activities that may be customary and appropriate when dealing with commercial or non-government customers may be considered improper or even illegal when dealing with government or government-owned or government-controlled Customers at all levels, federal, state and local. You are responsible for understanding and complying with all rules and regulations that apply to government contracting and interactions with government officials and employees. You must not directly or indirectly lobby on behalf of us. This prohibition includes efforts to influence the formation, adoption or modification of legislation, regulations, rulemaking, executive orders, ratemaking or other government policies or programs.

Securities and Insider Trading

We are a public company listed on the Australian Stock Exchange. You may sometimes receive material, non-public information about us and when in possession of such information you must not trade in our securities. You are required to inform yourself of regulatory requirements of trading in our securities.

Human Rights, Labor Standards and Fair Labor Practices

You must comply with all health and safety regulations, laws upholding the rights of persons with disabilities, domestic and international labor laws and fair labor practices. You must also observe and comply with international principles relating to human rights. These rights include freely chosen employment, avoidance of child labor, implementation of fair working hours, wages and benefits, anti-human trafficking efforts, guarantee of humane treatment and freedom of association. You must never discriminate based on race, color, age, gender, sexual orientation, ethnicity, religion, disability, union membership, marital status or political affiliation.

Environmental Laws

You must conduct your operations in an environmentally responsible manner promoting the sustainable use of resources and in compliance with all applicable laws, standards and regulations protecting the environment where you do business on behalf of us.



Code of Conduct cont.

Reporting

If you become aware of any potentially improper conduct by any of our officers, employees, agents, consultants or partners, you should report this activity to us via corporate@qoria.com.

General

Assignment and Sub-Contracting: You shall not assign, novate, dispose of, sub-licence, sub- contract or otherwise transfer your Partner Agreement nor any or all of their rights and obligations hereunder to any third party without our prior written consent (such consent not to be unreasonably withheld or delayed). We may assign or transfer the Partner Agreement or any or all of its rights and/or obligations under it to any of its associated companies and/or pursuant to a disposal by us of any of our business, without your consent.

Counterparts: The Partner Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of your Partner Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

Entire Agreement: The Partner Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Partner Agreement, whether written or oral. Each party acknowledges and agrees that in entering into the Partner Agreement it places no reliance on any representation or warranty in relation to the subject matter of the Partner Agreement other than as expressly set out therein, nor shall have any remedy in relation to the subject matter of the same save as expressly set out in the Partner Agreement, provided always that nothing in this clause or in the Partner Agreement shall operate to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.

Enurement: The provisions of the Partner Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

Further acts: Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Agreement.

Force Majeure: Neither party shall not be in breach of your Partner Agreement, nor liable for any failure or delay in performance of its obligations under this Agreement, where the failure or delay was caused by an event of Force Majeure. If the event of Force Majeure continues for a period in excess of three months after the date on which it began, either party may give one month's written notice to the other Party terminating your Partner Agreement. Neither party shall have any liability to the other in respect of termination of your Partner Agreement due to circumstances of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.



General cont.

Governing Law: This Partner Agreement shall be construed in accordance with the following table:

If you operate out of this region	This governing law applies	Jurisdiction
United Kingdom	The laws England	The courts of England
European Union	The laws of the European Union and the country in which you operate.	The courts of the European Union and the country in which you operate.
United States of America	The laws of the Commonwealth of Virginia	The courts of Virginia
Australia	The laws of Western Australia, Australia	The courts of Western Australia
New Zealand	The laws of New Zealand	The laws of New Zealand
Other region	The laws of Western Australia, Australia.	The courts of Western Australia

Non-Solicitation: Neither party shall during the term of the Partner Agreement and for a period of 6 months after its termination solicit or endeavour to entice away whether or not on behalf of itself any of the employees of the other party without the prior written consent of the other party.

Notices: Any notice, approval consent or other communication under your Partner Agreement must be in writing, and delivered personally or sent by prepaid registered post or email to a Party at the address set out in the Schedule or updated from time to time, or to such other address as that Party may from time to time notify to the other for the purposes of this clause. Proof of posting by prepaid registered post or of dispatch of email will be proof of receipt, in the case of a letter, on the third Business Day after posting and, in the case of email, if the sender does not receive an automated email notifying the sender of non-delivery or delivery error in relation to the sender's email.

Relationship: Nothing in your Partner Agreement establishes a partnership, employment, franchise or joint venture relationship between you and us. You are an independent contractor and you represent and warrant that compensation received from us is not your only source of income. You are not required by us to incur any costs or expenses pursuant to this Agreement. If you do incur costs and expenses, you agree to pay them and not seek reimbursement from us. No payment or withholding of any taxes related to income received by you from us will be made by us. You are solely responsible for withholding and payment of all applicable taxes. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

Remedies: The rights and remedies provided in the Partner Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

Severability: In the event that any provision of your Partner Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from your Customer Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

Third Party Rights: An entity which is not expressly a party to the Partner Agreement shall have no right to enforce any term of your Partner Agreement.

Waiver: No delay or failure by either party to exercise any of its powers, rights or remedies under the Partner Agreement will operate as a waiver of them, nor any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.



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