

## AFFILIATE AGREEMENT

This is an Affiliate Agreement between Amplifyo Pty Ltd and any affiliate partner that refers users to Amplifyo Pty Ltd.

### CONTRACT DETAILS

#### **Parties**

This Agreement (the “Agreement”) is made and entered into as of the [Date] by and Amplifyo Pty Ltd, an Australia Company with a principal place of business at 32B/33Warwick Street, Walkerville, SA, 5081, Australia (“SaaS Company”) and [Name of Affiliate] (“Affiliate”), with a principal place of business at [Full Address, City, State, Country].

#### **Agreement Summary**

The terms and conditions of this agreement (Agreement) prescribe the terms governing the arrangement entered into between the Parties for the payment of referral fees (Affiliate Fee) in exchange for new user referrals who engage the Company for the provision of an Amplifyo SaaS subscription.

#### **1. Services**

Affiliate agrees to promote the SaaS Company’s subscription (“Product”) to its audience, including but not limited to, through their Website, blogs, social media channels, and other online and offline channels.

Each referral will be an Australian, USA, UK, or Canadian based user who has not previously engaged the Company for the provision of services.

Affiliate is not obliged to refer any users (Referred User) to the Company and may enter into any other similar referral arrangement with other parties.

SaaS Company is not obliged to accept any users referred by the Affiliate and may enter into any other similar referral arrangement with other parties.

## **2. Commission**

SaaS Company shall pay Affiliate a commission of 15% of the ex. GST subscription amount for new Referred Users generated from any successful subscription to the Product where the unique Amplifyo generated referral code, created solely for the Affiliate has been used. (Affiliates registered for GST will receive the GST amount back in addition to the 15%). This commission is valid for the life of the subscription or for the life span of the Affiliate's company.

## **3. Payment**

SaaS Company will track affiliate revenue through the unique Amplifyo generated referral code and shall pay Affiliate their commission on a 3-months, 6-months, or 12-months basis (preferred payment interval to be confirmed by Affiliate).

The Affiliate commission is required to reach a minimum payout figure in order to be distributed, and is defined as \$100USD accumulated within the defined payment interval agreed to by the Affiliate. Any amounts under this threshold will carry forward into the next payment interval, until the \$100USD threshold is reached.

The Company retains the right, at its complete discretion to alter or amend the commission. The Company must give the Affiliate 24 hours' notice in the event that the commission fee is altered or amended.

## **4. Intellectual Property Rights**

SaaS Company retains all ownership rights in and to the Product, its underlying technology, and related trademarks. Affiliate agrees not to use or exploit SaaS Company's intellectual property in any manner not expressly permitted by this Agreement.

## **5. Representations and Warranties**

Each party represents and warrants to the other party that it has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

## **6. Confidentiality**

Each party agrees to maintain the confidentiality of the other party's confidential information, including but not limited to, marketing strategies, customer lists, and financial information, in alignment with Amplifyo's Privacy Policy.

## **7. Limitation of Liability**

You agree to indemnify and hold harmless SaaS Company from and against any and all liabilities, damages, losses, costs, and expenses arising out of or related to any breach of this Agreement or any negligent or wilful act or omission of the Affiliate or anyone acting on the Affiliate's behalf.

You expressly understand and agree that SaaS Company, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## **8. Termination**

Either party may terminate this Agreement upon a 30-day written notice to the other party.

## **9. Venue and Jurisdiction**

The Services offered by SaaS Company is intended to be viewed by residents of Australia, New Zealand, the United States of America, the United Kingdom, and Canada. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

## **10. Privacy Protection**

The Company agrees to keep all Referred User information confidential in accordance with its Privacy Policy that can be found at [www.amplifyo.com](http://www.amplifyo.com).

## **11. No Agency**

This Agreement does not create any legal or fiduciary relationship between the parties.

Affiliate, its employees, servants or agents must not represent, convey or in any way make out to be an agent, partner, representative, employee, contractor or affiliate of the SaaS Company.

Neither party shall have any right, authority or permission to legally bind the other party to any contract, arrangement or obligation.

## **12. Term**

The term of this Agreement shall commence upon the parties entering into this Agreement and terminate immediately upon either party serving notice to the other party.

## **13. General Provisions**

The SaaS Company may amend this Agreement by giving notice to Affiliate partners.

This program is for approved Affiliates based in Australia, the USA, the UK, or Canada.

In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be fully severed and the Agreement will be construed and enforced without that severed provision.

The rights created under this Agreement are non-assignable. For the avoidance of doubt:

No future Affiliate fee will be due and payable to Affiliate if this Agreement is terminated pursuant to this agreement, whether the right to the Affiliate fee arose prior to the termination or otherwise;

The relationship between the parties will be severed so that there is no longer an obligation to pay an Affiliate fee.

Affiliate confirm compliance with the local Anti-Money Laundering & Anti-Modern Slavery laws in their jurisdiction (in Australia, the USA, the UK, or Canada)

The parties agreed to comply with all disclosure and tax requirements within their operating jurisdiction.

Compliance with this Agreement includes adherence to the restrictions in Schedule1.

## **14. Governing Law**

The Terms are governed by the laws of South Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of South Australia, Australia without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

### Executed as an Agreement

Executed for \_\_\_\_\_ by its authorized representative

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Signature Date

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Name

Executed for Amplifyo Pty Ltd by its authorized representative

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Signature Date

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Name

## SCHEDULE 1

### Restrictions on the Affiliate:

- NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- NOT ALLOWED: Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- NOT ALLOWED: Any display of a merchant window that isn't the result of a direct click by the end-user.
- NOT ALLOWED: Referral of any non-Australian / USA / UK / Canadian based Referred Users.
- You cannot SPAM. We will terminate this agreement on the first offence of SPAMMING. Do not send email to lists or groups that you do not have permission to send to. We WILL terminate this Agreement on the first offence.
- You cannot send traffic from ads on Google Adwords / Bing directly to your affiliate code. This traffic must first go through your site.
- You cannot bid on any of the following terms or any phrases that include any of the following terms: amplifyo, amplify it
- Fraud is a serious offence, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating referral fees. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN TERMINATION AND VOIDED AFFILIATE FEES.
- Failure to abide by these rules could mean termination from the partner program completely with a complete forfeit of Referral Fees.