



Partner Program: Terms and Conditions January 2021

Geo

In New Zealand: Geo Limited NZBN: 9429032243963 and

In Australia and globally elsewhere: Geo Workforce Solutions ABN: 27 163 645 823

Geo Partner program

Geo Limited (**Geo**) provides a leading job management platform that replaces inefficient, paper based systems with a simple way to accurately create, assign, cost, quote and invoice jobs while in the field.

The Geo Partner Programme (the **Program**) provides the ability for Geo Partners to recommend the Geo Platform to clients and/or to include the Geo Platform in a complete end-to-end solution for their customers.

Background

The Geo Partner Program enables Geo Partners to be rewarded for referring prospective customers to Geo when they become a paying Geo customer for three months.

By submitting an application for the Geo Partner Program you agree to be bound by the these terms and conditions of the Geo Partner Program, the Geo Privacy Policy and Geo's Terms and Conditions of the Geo Platform (**Terms**).

You also agree that you have the required authority, power and right to commit to this agreement either as a person and/or as an entity(ies) (collectively, the "Partner") wishing to participate in the Geo Partner Program. If you do not have the authority to do so, or you or the person/entity do not agree to any of the terms below, Geo is unwilling to allow you to participate in the Geo Partner Program, and you should not accept the terms of this agreement.

What we'll do

Geo will pay you a referral fee each time one of your customers signs up to the Geo platform for three months or more.

Geo will support you in continuing to work with your referred customer. We'll give you a link and supporting material to display on your website or to send to your existing customers.

Geo will also give you a free login to your own version of the Geo Platform that you can use to promote Geo.

What you'll do

Once you have signed up and been accepted in to the Geo Partner Program you will actively promote Geo and refer your customers to Geo. We'll do the rest in helping them sign onto the platform and get going.

What the Geo partner can do

As a Geo Partner, Geo authorises you to:

- a) market and promote the Geo Platform;
- b) use Geo's trade marks and logos in your capacity as a Geo Partner for the purposes of promoting your status as a Geo Partner (and in this respect we grant you a limited, revocable, non-exclusive and non-transferrable license to use and display our trade marks).



Referrals

We will pay a referral fee of \$400 for each referral where your client:

- a) is a new Geo customer and is not previously known to Geo and not previously registered by another Geo Partner;
- b) uses your unique partner link when signing up with Geo; and
- c) has paid for the use of a Geo platform for three months,
- d) has signed up to the Geo Platform within two months of being registered as a referral by you.

You cannot submit yourself as a potential Geo customer or anyone else where there is not a genuine intention to continue being a Geo customer on the Geo Platform.

How we pay you the referral fee

For as long as you remain a Geo Partner this is how you get your Partner Fee:

- a) the Partner Fee is paid quarterly once the referred client has been paying for three months; and
- b) the currency of the Partner Fee is the same as the currency that the Referred Geo customer uses to pay for its Geo products.

Geo will pay your Partner Fee as a deposit to your nominated bank account.

Any referred clients Geo receives that have not been signed up using a Partner link, will not be attributed any Partner Fee to the Partner.

Any referred clients already registered by another Geo Partner are not eligible to qualify for a partner fee.

Each referral is registered as a referral for a period of two months. If the referred customer has not signed onto the Geo Platform the referral link to you ceases.

The Partner Fee is inclusive of all applicable taxes and duties. We reserve the right to alter the Partner Fee for the Partner Program, at our discretion, at any time.

There are no restrictions on the number of Referrals a Geo Partner may make.

We reserve the right to disqualify and disregard any Referral that we believe to be attained through fraudulent, illegal, questionable or other methods that may be in breach of these Terms.

Your obligations

In relation to your role as a Geo Partner under the Program you must:

- a) Act in an orderly and business-like manner and comply with all relevant laws and regulations;
- b) hold any: goodwill generated for our business under the Partner Program; and/or any intellectual property created in relation to the Geo Partner Program or our business, as bare trustee for us;
- c) You must notify us of any suspected infringement of our intellectual property and take such reasonable action as we may direct, at our expense, in relation to such infringement; and
- d) get prior approval from Geo for the use of Geo marketing material in any marketing campaign or on any website.

In your role as a Geo Partner you must not:

- a) use any of our intellectual property except in the course of the Program, nor cause or permit anything which may damage or endanger our intellectual property or our title to it (including assisting or allowing others to do the same);
- b) represent that you are acting on behalf of Geo or pledge our credit in any way or commit us to any contractual obligation without our prior written consent;
- c) market our products via facsimile, telemarketing, spyware, malware, viruses or other forms of marketing that could potentially harm our business, or might be illegal; and
- d) make any representations or give any warranties or promises on our behalf to any third parties, except to the extent we may consent to in writing.



The term of our relationship

This agreement will begin when your Geo Partner Account has been activated such that you receive your Partner account and unique link.

Geo may terminate these Terms and your participation in the Geo Partner Program at any time. We may also terminate these Terms and your participation in the Partner Program immediately should we believe, that you are either in breach of these Terms, and/or that the standing or reputation of our business or products is at risk or if we believe such termination to be in the best interests of our business generally.

We may end this Agreement if your Geo Partner Account is inactive in any contiguous twelve month period.

Once your participation in the Geo Partner Program ends:

- a) you will not be entitled to any further Partner Fee other than those owing to you at the date of termination; and
- b) you must: remove any and all of our intellectual property from your website, business premises, stationery and other property within 7 days; and cease using our intellectual property; and return to us any property (including intellectual property) which we have supplied to you, together with any records relating to your role as a Geo Partner that we may reasonably request.

Intellectual property

Nothing in this Agreement shall be construed to grant you any rights, ownership or interest in Geo Limited's Intellectual Property, web site, products, platforms or other materials considered Geo's Intellectual Property.

Our liability

We are not liable (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, special or consequential damages you may suffer, and any loss of revenue, goodwill, profits or business, whether direct or indirect, resulting from you acting in your role as a Geo Partner, including as a result of affiliate tracking failures, loss of database files, and any party intending to harm or compromise the Partner Program or its systems.

We do not make any expressed or implied warranties with respect to the Partner Program or our products and any use of our products by you or your Referrals is subject to our terms of service as set out at <http://www.geoop.com>

Indemnification

You hereby agree to indemnify us and keep us indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered (including any legal fees and costs incurred by us) resulting from any act or omission made by you as our a Geo Partner or any breach by you of these Terms.

Other terms and further information

Your role as a Geo Partner is as our independent contractor. Nothing in these Terms creates a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us.

If we do not exercise a right we may have under these Terms it does not mean we are waiving that right.

We may freely assign or transfer any or all of the rights and obligations under this Agreement without your consent and without notice to you. You may not transfer your role as a Geo Partner, or any of your rights and obligations under these Terms without our prior written consent.

We reserve the right to amend these Terms from time to time without notice.

We make no express or implied warranties or representations with respect to the Partner Programs or your potential to earn income from it.



In addition, we make no representation that the operation of Geo will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

Our Terms of Service for the use of the Geo platform(s) are incorporated into and supplement these Terms except to the extent they are negated by, or are inconsistent with these Terms, in which case these Terms will prevail.

These Terms are governed by NSW law.

Definitions

“Agreement”	This Geo Partner Program document as an agreement once a Partner application is submitted
The “Program”	The Geo Partner Programme Partner Program
“Terms”	Terms and conditions of the Geo Partner Program, the Geo Privacy Policy and Geo’s Terms and Conditions of the Geo Platform
“Geo Platform”	Refers to the software platform variously known as GeoOp or GeoNext
“Geo”	Refers to: In NZ: Geo Limited NZBN 9429032243963 and In Australia and Globally: Geo Workforce Solutions ABN: 27 163 645 823
“Geo Partner Program”	The program as outlined in this agreement