

Referral Agreement

BETWEEN	Name Bench Media Pty Ltd (ACN 157 937 061)	"Supplier"
	Address Level 10, 201 Pacific Highway, ST LEONARDS NSW 2065, Australia	
	Email finance@benchmedia.com	
AND	The party applying to become a referrer to the Supplier as recorded in the Bench Referral Partner program application form	"Referrer"

Recitals

- A. The Supplier is engaged in the business of providing a digital marketing platform ("**Platform**") and related services for conducting and managing online advertising campaigns ("**Services**") and seeks new business leads from the Referrer.
- B. The Referrer has agreed to refer contacts requiring the Services or Platform to the Supplier and the parties record the terms of their arrangement within this document.
- C. By submitting the application form the Referrer agrees to the terms and conditions of the program stipulated herein.

Terms and Conditions

1 The Referrer

- 1.1 The Referrer will at all times use its best efforts to ensure that it provides quality leads and referrals to the Supplier. Any referrals will be introduced in writing to the Supplier.
- 1.2 Whenever the Referrer refers any client to the Supplier and the Supplier already knows the same client, then the Supplier will inform the Referrer in writing (email accepted) regarding such prior knowledge and, unless otherwise agreed between the parties in writing, the terms of this Agreement (including payment of referral fees) will not apply with respect to such client.
- 1.3 The Referrer must not make any misleading, deceptive or intentionally incomplete statement to any referred client.

2 The Supplier

- 2.1 Upon receiving any referral from the Referrer, the Supplier will evaluate the business opportunity with the potential client and, if it agrees to proceed with providing the Platform or Services to such client, it shall aim to service such clients to the best of its ability.

3 Fees

- 3.1 Subject to receiving payment from the relevant client, the Supplier shall pay the Referrer a fee for each client as outlined in writing between the parties (Fees). The Fee for each client will be remitted by the Supplier to the Referrer within a period of 30 days after receiving complete payment from the concerned client according to a minimum spend specified. For the avoidance of doubt, it is clarified that if a client fails to make any payment to the Supplier, the Supplier will not be liable to disburse any Fees corresponding to the Platform solution offered to such client.
- 3.2 All Fees payable under this Agreement shall be inclusive of all applicable taxes and no further amounts whatsoever shall be payable to the Referrer with respect to the clients referred in terms of this Agreement.

4 Disclosure and Accuracy of Information

- 4.1 As a condition of this Agreement, the Referrer will be required to supply certain information with respect to the Supplier's Platform or Services to prospective leads. The Referrer warrants that it shall only remit true and accurate information about the Supplier and shall not, in any event, mislead any potential clients or make any disparaging remarks about the Supplier in any manner whatsoever. Further, the Supplier may provide certain information to the Referrer relating to its business and service offerings. The Referrer agrees that it shall use all such information solely for the purposes of marketing the Supplier's Platform and use its best efforts to maximise the clientele of the Supplier by referring potential clients to the Supplier.

5 Representation

- 5.1 Each party represents and warrants to the other party that this Agreement has been duly authorised, executed and delivered by it; and assuming due execution by the other party, that this Agreement constitutes a legal, valid and binding Agreement of such party and enforceable against it in accordance with its terms.

6 Privacy

- 6.1 Unless specifically authorised, the Supplier agrees to use lead information of potential clients solely for the purposes set forth in this Agreement. The Referrer shall not use the potential client's contact details or requirements information for purposes of unsolicited e-mail or spamming, harassment, invasion of privacy, or other objectionable conduct.

7 No Relationship

- 7.1 The parties hereto agree that they are entering this arrangement on a principal-to-principal basis and, to the extent permitted by law, nothing in this Agreement can be construed as forming a partnership, agency or employment relationship between the Supplier and the Referrer. The Referrer further acknowledges and agrees that it shall not represent itself as an agent of the Supplier and, unless specifically permitted by the Supplier in writing, it does not have the right to legally represent or bind the Supplier, or undertake obligations on behalf of the Supplier, in any manner whatsoever.

8 Non-Solicitation

- 8.1 The Referrer, its related parties and its representatives may not solicit or attempt to solicit business from the Supplier during the term of this Agreement and for a period of two (2) years following the termination date of this Agreement.
- 8.2 Without the Supplier's prior written consent, during the term of this Agreement and for a period of two (2) years following the termination date of this Agreement, the Referrer shall not solicit, attempt to solicit, entice or encourage any Supplier's employees, officers or representatives to leave the Supplier's employment.

9 Indemnity

- 9.1 The Referrer agrees to indemnify and hold the Supplier, its employees, officers, agents, shareholders and directors harmless from any and all claims, losses, damages, costs, expenses (including reasonable legal fees), fines, and penalties regardless of whether the same are actual, direct, indirect, special, incidental, consequential, or punitive resulting from or in connection with this Agreement or incurred as a result of, or related to, the causes set forth below:
- (a) Referrer's breach of any warranty or representation;
 - (b) Referrer's violation of any law, rule, or regulation;
 - (c) Intellectual property infringement claims related to the Referrer's site or service;
 - (d) Referrer's negligent, reckless or wilful misconduct; or
 - (e) Claims of third parties arising out of or resulting from, or in connection with Referrer's products, Platform, related services or promotion.
- 9.2 The indemnification rights of the Supplier under this Agreement are independent of, and in addition to, such other rights and remedies as the Supplier may have at law or in equity or otherwise.

10 Confidentiality

- 10.1 Each party and their employees, agents, successors and any related or connected parties must keep all Confidential Information strictly confidential and shall not reveal the contents, circumstances, or any other material facts of this Agreement to any third party without the express and prior written consent of the affected party.
- 10.2 **Confidential Information** means the terms of this agreement and any information of a party which relates to the subject matter of this agreement and which by its nature is confidential including price points, trade secrets, financial, accounting, marketing and technical information, customer and supplier lists, marketing and sales strategies, business operations ideas and concepts, know-how, technology, operating procedures, processes, knowledge and other information belonging to, used by or relating to that party (including the business of that party) and their respective transactions and affairs.

11 Intellectual Property

- 11.1 Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property or technology from one party to another, and all rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by the Referrer shall remain with the party which developed it. Each party further agrees that it will

not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of the other party.

12 Term of Agreement, Amendments and Termination

- 12.1 The term of this Agreement is 12 months from the date of execution hereof (“Term”). Upon the expiry of the Term, if required, the parties may agree to further extend the Term for a period as may be mutually agreed at the relevant time.
- 12.2 Either party may, by notice in writing, terminate this Agreement for any reason whatsoever provided they provide to the other party 30 days’ advance written termination notice. Further, this Agreement may be terminated forthwith by either party in the event that the other party causes any material breach of this Agreement and the defaulting party fails to remedy the breach within 7 (seven) days of receiving a written notice from the non-defaulting party.
- 12.3 The Supplier may alter the terms of this agreement or the Fees, in writing, by providing 14 days’ notice to the Referrer. The Referrer is taken to accept the amended Agreement unless the Referrer notifies the company in writing within 7 days that it rejects the amended Agreement Terms. If the Referrer rejects the amended Agreement Terms, the Supplier may at its sole discretion terminate the Agreement or withdraw the proposed amendment.

13 General Clauses

- 13.1 **(Entire Agreement)** This Agreement constitutes the entire Agreement between the parties and the Referrer cannot rely upon any representation or warranty either by words or conduct made by or on behalf of the Supplier, its employees or agents.
- 13.2 **(Exclusive Jurisdiction and Dispute Resolution)** This Agreement is governed by the laws of New South Wales, Australia and any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at New South Wales, Australia.
- 13.3 **(No Waiver)** No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement will not constitute a waiver of such provision or any other provision(s) of this Agreement.
- 13.4 **(Amendment)** This Agreement may not be modified other than by a written instrument executed by duly authorised representatives of the parties.
- 13.5 **(Assignment)** Neither party shall assign any rights and/or obligations under this Agreement without obtaining the prior written consent of the other party.
- 13.6 **(Survival)** The provisions of Clause 8, 9, 10, 11, 12 and 13 shall survive the termination of this Agreement.
- 13.7 **(Severability)** Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.