



People Loving Technology ♥

### Subscribe-HR Frontline Partner Program Agreement

**The objective of this program is to enter into an arrangement with organisations like yours to make sales and or refer sales leads to Subscribe-HR Pty Ltd.**

We hope that by working more closely together we can both improve our chances of increasing our sales and that you will, in addition, gain not only recognition but also a financial reward for doing so.

**Partner is granted Frontline Comprehensive Partner Status subject to the Execution of this Agreement.**

Frontline Partners can either:

1. Directly sell
2. Implement, train and support end users using Subscribe-HR methodology. and /or
3. Provide leads to Subscribe-Software that have the potential to generate sales

**Sales:** Involves making presentations, providing quotes, proposals copies of Licence agreements and signing up prospects.

**Implementation:** Involves managing the project to ensure it is implemented according to a timetable agreed with the Licensors. This usually requires:

- Data Uploads
- Integration with third party products like payroll and time and attendance systems
- Customisations to licensor requirements
- Configuration of settings
- Cosmetic changes to the system

**Project Management:** Involves developing a project plan and actioning the plan to deliver the system to ensure customer satisfaction.

**Training:** involves teaching end users how to navigate and use the functionality of the system.

**Support:** Involved providing first line telephone and appropriate support Software to clients to whom you have sold a system.

**Providing leads:** involves providing contact details of individuals working for organisations who may be in the market to implement an HR/Recruitment system.

### Key Elements

- A payment will be made based on the book Price less any discount. Refer to Payment Schedule in section 5.
- Payment will only be for "Brand New "exclusive leads: i.e. ones that we do not already know about and ones which have not also been given to a competing vendor.

Partner Program Agreement  
ABN: 86 132 590 277  
Subscribe-Software Pty Ltd Trading as Subscribe-HR  
PH: 1300 543 544

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- All sales staff of each organisation that will be identifying leads and converting sales will be required to be trained by Subscribe-Software Pty Ltd. This training is Free of Charge and will take up to 2 hours.
- All entities eligible for payment will be required to sign this Partner Agreement unless they are specifically identified in this agreement.
- All of the revenue collection excluding service delivery, will be done by Subscribe-Software Pty Ltd.

All contractual and other pertinent documentation will be on Subscribe-Software Pty Ltd letter head.

The Subscribe-Software Pty Ltd Master User Agreement is available at: <http://www.subscribe-hr.com.au/master-agreement> .The agreement can only be varied by Subscribe-Software Pty Ltd. All Users without exception will be bound by the agreement.

- Payment will be made to the Partner when Subscribe-Software Pty Ltd has received payment in full from the client.
- Only the first Referral Partner to register the lead will be eligible for the lead payment.

### **Partner's Role**

In return for the sales, and subsequent payments to the Partner we would expect that you will:

- Actively promote Subscribe-HR as your preferred e-Recruitment and e-HR vendor of choice to your clients and prospects.
- Provide Subscribe-Software Pty Ltd with reasonable cost effective opportunities to participate in appropriate promotional activities whether internal or external.
- Where appropriate provide Subscribe-Software Pty Ltd with a list of your partners/distributors and assist us if necessary in meeting with them if required.

### **How the Process works?**

- Partner will sign Partner Agreement.
- Partner employees (Relevant Employees) will attend Subscribe-Software Pty Ltd briefing course.
- Partner will provide Subscribe-Software Pty Ltd with Lead /sale information then deliver Subscribe-HR based on the type of agreement entered into.
- Subscribe-Software Pty Ltd will confirm and register the lead if leads are passed. If Partner is selling Subscribe-HR, Subscribe-Software Pty Ltd requires a list of these opportunities to ensure the neither Subscribe-HR or another Partner Approaches the Partners Customer.
- Partner will introduce Subscribe-Software Pty Ltd to the prospect accounts if appropriate.
- Subscribe-Software Pty Ltd will conduct sale presentations if required and entered into negotiations and sign up the customer if it is a referral. If it is a sales made by the partner, Subscribe-HR will not require such leads, but will require a statement of activity to ensure no approach is made by Subscribe-HR or any other Partner.
- Partner will invoice Subscribe-Software Pty Ltd as per schedule agreed.
- Subscribe-Software Pty Ltd will pay invoice once the licensor pays in full for fees invoiced.
- If Subscribe-Software Pty Ltd is required to deliver any aspect of the system, Subscribe-Software will invoice the Licensor directly.
- Subscribe-Software Pty Ltd has to quote for any work or service required to be delivered to the Licensor. Subscribe-Software will not be held accountable for the delivery of any work that has been promised by Partner without a written specification and a quote agreed by the Licensor.

**THIS AGREEMENT** is made on **BETWEEN** **Subscribe-Software Pty Ltd ABN: 86 132 590 277 of Level 22, Suite 6, 227 Elizabeth St Sydney NSW 2000 (Subscribe-Software Pty Ltd) (Licensor) (Subscribe-HR)**

**AND COMPANY NAME:**

**Of ADDRESS:**

**ABN:**

("Partner")

## **RECITALS**

**A.** Subscribe-Software Pty Ltd has developed Cloud HR software system known as Subscribe-HR for which it wishes to expand sales opportunities through the use of third parties.

**B.** Partner wishes to provide referrals or make sale for Subscribe-Software Pty Ltd in return for payment of fees in accordance with the terms of this Agreement.

**IT IS AGREED** as follows:

### **1. DEFINED TERMS**

**Commencement Date** means the date on which this agreement is signed by both Parties

**Confidential Information** means:

- (a) the terms of this Agreement and includes, without limitation, all information imparted by either party to the other in connection with this Agreement;
- (b) information relating to either party's business or the methods by which either party carries on its business; and
- (c) all other information that the parties should reasonably have assumed is confidential.

### **2. SCOPE OF THIS AGREEMENT**

2.1 This non-exclusive Agreement applies software suite known as Subscribe-HR (the "Software").

2.2 This Agreement is limited to the geographical area of Australia.

### **3. TERM OF THIS AGREEMENT**

3.1 The initial term of this Agreement is one year from the Commencement Date, and will continue thereafter until terminated by either party in writing, unless terminated in accordance with clause 8.

## **4. UNDERTAKINGS AND ACKNOWLEDGEMENTS BY PARTNER**

### **4.1 Training**

At the commencement of this Agreement, Partner will ensure that all appropriate Partner staff, who will be engaged in referring business to Subscribe-Software Pty Ltd attend a Subscribe-Software Pty Ltd training session covering:

- Overview of product and expectation setting;
- Pricing and contract terms; cost of training sessions will be borne equally by both parties.

The training will take place over the phone using Skype.

#### **4.2 Submission of Leads and Management of Sale**

- Partner advises Subscribe-Software Pty Ltd of Sales using standard format provided by Subscribe-Software Pty Ltd.
- Subscribe-Software Pty Ltd shall, at its sole discretion, determine if the lead is already logged in Subscribe-Software Pty Ltd's records. If so it will not be registered to the Partner.
- Where a lead is provided Partner acknowledges that Subscribe-Software Pty Ltd will conduct the sale process as it sees fit whilst recognizing the prospect is may a client of the Partner.
- Where a sale results from a lead it will be processed by the Subscribe-Software Pty Ltd sales person according to the Subscribe-Software Pty Ltd sales recording procedures and in accordance with Subscribe-Software Pty Ltd contractual documentation.

#### **4.3 Pricing**

- Partner must quote the Subscribe-Software Pty Ltd List Price posted on our web site. <http://www.subscribe-hr.com.au/pricing>  
In Addition Subscribe-Software Pty Ltd charges annual Support Fees (Gold+) based on \$1.00 to \$2.00 per Employee record Per Month. Payable Annually in advance. The amount will be determined by the level of Customisation and or Configuration done to the standard system.
- Services quoted will be on estimate basis only.

#### **4.5 Payment**

- Subscribe-Software Pty Ltd acknowledges that the partner is entitled to a percentage of fees as per schedule in Section 5.

#### **4.6 Support**

- Subscribe-Software will be responsible for support until the Partner becomes accredited.

#### **4.7 Ownership of Intellectual Property**

- Partner agrees that all Intellectual Property Rights in and to the Software, including any related materials logos and trade marks, are the absolute property of Subscribe-Software Pty Ltd and its associate companies.

### **5. UNDERTAKINGS AND ACKNOWLEDGEMENTS BY SUBSCRIBE-SOFTWARE PTY LTD**

#### **5.1 Training**

- Subscribe-Software Pty Ltd will provide training to the Partner on a timely and professional basis. Sales Staff Training is at no charge.

#### **5.2 Payment of Fees**

- Subscribe-Software Pty Ltd will pay Partner fee according to the Schedule attached to this contract.
- Payment will be made by Subscribe-Software Pty Ltd within 30 days of receipt of a Tax Invoice from Partner, subject to the party having paid Subscribe-Software Pty Ltd for the subscription/support.

- Services delivered by the Partner will be paid to the Partner in full at the rate charged to the Customer.

### 5.3 Fees Schedule

Type of Sale	Percentage Paid to Partner
Sale made by Partner	25% - 50% of subscription fee for life of Customer. Excluding Support and Services. To be Negotiated.
Lead provided by Partner	25% for 1 <sup>st</sup> 12 months subscription. Excluding Support and Services. To be Negotiated.

### 5.4 Client Ownership

- Upon successful completion of the sale the prospect will also become a Subscribe-Software Pty Ltd client and be subject to Subscribe-Software Pty Ltd's standard contractual relationships with its clients. Please see the Master User Agreement: <http://www.subscribe-hr.com.au/master-agreement>

## 6. BOTH PARTIES

6.1 Both parties acknowledge that neither party has exclusivity rights to potential prospects for e-HR and e-Recruitment software.

6.2 Both parties agree that the completion by Partner and registration by Subscribe-Software Pty Ltd of the Referral/Sale will be evidence of Partners participation in a potential sale or completion of the Sale that they have made.

## 7. CONFIDENTIALITY

7.1 Each party agrees:

- a) to use the Confidential Information, and to ensure that the party's personnel and agents use the Confidential Information, only for the purposes of this Agreement;
- b) to maintain the confidentiality of the Confidential Information and ensure that, without the prior written consent of the other party (which the other party may withhold in its absolute discretion), the Confidential Information is not disclosed to any third party (except as required by law or for the purpose of fulfilling the party's obligations under this Agreement); and
- c) to take all such steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information.

7.2 Each party acknowledges and agrees the undertakings given in relation to the Confidential Information shall survive the expiration or termination of the Agreement and shall continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement.

## 8. TERMINATION

8.1 Either party may terminate this Agreement by giving thirty days' written notice to the other party in the event of a material breach by the other party, and if such breach is remediable, upon failure by the other party to remedy the breach within the notice period.

**8.2** After the initial term this Agreement may be terminated by either party by giving thirty days written notice.

**9. RELATIONSHIP BETWEEN THE PARTIES**

**9.1** Each party enters this Agreement as an independent contractor.

**9.2** Except as expressly provided for in this Agreement:

- neither party is the partner, agent, employee or representative of the other party;
- neither party may make any representations on behalf of the other party; and
- neither party has the power to incur any obligations on behalf of, or pledge the credit of, the other party.

**10. ENTIRE AGREEMENT**

**10.1** This Agreement including attached schedules (if any) constitutes the entire agreement of the parties on the subject matter.

**EXECUTED** as an agreement.

**SIGNED** for and on behalf of **SUBSCRIBE-SOFTWARE PTY LTD PTY LIMITED)**  
**ABN 86 123 590 277)**

Name:

Title:

Signature:.....

**SIGNED** for and on behalf of **PARTNER NAME :**  
**ABN:**

Name:

Title:

Signature:.....