

Certified Adviser Program Agreement

Effective as of December 2014

We look forward to having you on our Sage Business Cloud Accounting Certified Adviser Program (hereafter referred to as the “Program”).

Sage Australia and the Adviser acknowledge and agree that they will use reasonable efforts to achieve the purpose of the Agreement.

If you access Sage Business Cloud Accounting, the Website or Applications via a third party Business Partner, then you will be bound to terms of such third party Business Partner as well as this Agreement. On termination of any contract with such third party Business Partner, should you continue to use Sage Business Cloud Accounting, the Website or Applications, then you will continue to be bound to the whole of this Agreement, which remains applicable.

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1. Definitions and Interpretation

Unless the contrary is indicated, for the purposes of this Agreement, the following definitions are intended to apply in all instances where such terms are used throughout this Agreement:

- 1.1. Definitions
 - 1.1.1 **Agreement** This agreement together with all annexures attached to it from time to time.
 - 1.1.2 **Base company** A single company in the standard Sage Business Cloud Accounting base subscription.
 - 1.1.3 **Base subscription** A single, standard Sage Business Cloud Accounting End User Subscription, consisting of a base company and two users, which may be amended from time to time.
 - 1.1.4 **Certified Staff Member** The Champion who successfully completes the online Sage Business Cloud Accounting assessment (according to the assigned minimum in place at the time of completing the assessment).
 - 1.1.5 **Champion** The Adviser, and/or employee/s of the Adviser who is/are nominated to complete the online Sage Business Cloud Accounting assessment.
 - 1.1.6 **Client** The Adviser, or clients of the Adviser.
 - 1.1.7 **Commencement date** The Signature Date of this Agreement.
 - 1.1.8 **End User Subscription** Any Sage Business Cloud Accounting subscription offering advertised on <http://www.sage.com/en-au/>.
 - 1.1.9 **Net Sales** Net sales includes any amount paid by either the Adviser or his Client, and received by Sage Software Australia Pty Limited in respect only of the Sage Business Cloud Accounting Online End User Subscription, and is excluding any related GST, credit notes and/or discounts.
 - 1.1.10 **Parties** This Agreement is concluded by: Sage Software Australia Pty Limited (ABN 40 071 007 326) whose registered office is at Level 11, Zenith Tower B, Chatswood NSW 2067, (“Sage”, “we” or “us”) and you, the person, business entity or sole trader, using Sage Business Cloud Accounting and shall to the extent relevant, include any of your employees using Sage Business Cloud Accounting (the “Adviser”, “you” or “your”). This Agreement will be assigned to Sage Australia Holdings Pty Limited (ACN 071 007 326) (“SAH”) effective 30 September 2016, at which point Sage Software Australia Pty Limited will cease to be a party to the contract and any reference to (“Sage”, “we” or “us”) in this Agreement will be taken to mean SAH.
 - 1.1.11 **Signature date** The date upon which the last of the Parties accepts this Agreement.

- 1.2.1 The clause headings in this Agreement have been inserted for convenience only and will not be considered in the interpretation of this Agreement.
- 1.2.2 Any reference in this Agreement to the singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.

2. Relationship

- 2.1. This Agreement does not constitute either of the Parties an agent or legal representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorised in writing.

3. Grant and nature of Adviser status

- 3.1. SAH shall assess the Adviser against the qualification criteria set out in Annexure A and will then award the Adviser, in its sole and absolute discretion, the status of Certified Adviser.
- 3.2. SAH shall have the sole and unfettered right to amend and/or change the status of the Adviser in the event that the Adviser fails to comply with the terms and conditions of this Agreement or any accreditation standards set by the Adviser.
- 3.3. SAH shall have the right, at its sole instance, to change the qualification criteria from time to time, and at any time, on 90 (ninety) days written notice to the Adviser.

4. Grant and nature of Adviser status

- 4.1. This Agreement shall commence on the Commencement Date and endure until terminated under the provisions of Section 5.

5. Termination

- 5.1. Once the applicable Program Entry Criteria (as set out in Annexure A) have been met, this Agreement will remain in force until superseded or terminated by either party.

SAH shall have the right to terminate this Agreement with immediate effect and without prejudice to any other rights and remedies which it may have, upon the occurrence of any one or more of the following events:

- 5.2.1. The Company Data entered, or imported on instruction, by you, remains your property and we will not use nor make available for use any of this information without your permission.
- 5.2.2. If the Adviser fails to make any payment due to SAH on or before the due date or within 7 (seven) days thereafter.

- 5.3 Notice of termination by either Party should be given in writing to the other Party.

6. Force Majeure

- 6.1 Delay or failure to comply with or breach of any terms and conditions of this Agreement, if occasioned by or resulting from an act of God, or public enemy, fire, explosion, earthquake, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strike, riot strikes, blockade, embargo, sanctions, epidemic, act of government or other authority, compliance with government orders, demands or regulations or any circumstances of like or different nature beyond the reasonable control of the Party so failing (force majeure), will not be deemed to be a breach of this Agreement, nor will it subject either Party to any liability to the other.
- 6.2 Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 15 (fifteen) days, the Parties will consult with each other regarding the future implementation of this Agreement. If no mutually acceptable arrangement is arrived at within a period of 15 (fifteen) days thereafter, either Party will be entitled to terminate this Agreement forthwith on written notice.

7. Notices and Address

- 7.1. Except as provided for in Section 7.3, the Adviser's communication with SAH must be via email to our email address channel@accounting.sageone.com.au
- 7.2. Except as provided for in Section 7.3, SAH's communication with the Adviser shall be via those details provided on registration to Sage Business Cloud Accounting.
- 7.3. All legal notices given under this Agreement shall be in writing to the physical address of such Party delivered by hand. Legal notices under this Agreement addressed specifically to either Parties will be effective on actual receipt by the intended recipient.
 - 7.3.1. For SAH: Sage Software Australia Pty Limited (ABN 40 071 007 326) whose registered office is at Level 11, Zenith Tower B, Chatswood NSW 2067.
 - 7.3.2. For the Adviser: the physical address provided on registration to Sage Business Cloud Accounting. In the absence of a physical address, the email address provided on registration to Sage Business Cloud Accounting will be used.
- 7.4. Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within Australia which is not a post office box or poste restante. Notice must also be given with regard to any other changes in contact information via the communication addresses in Section 7.1 and Section 7.2.

8. General Terms

The Terms and Conditions of this Agreement are supplementary to the Terms and Conditions of Use accepted on sign up to Sage Business Cloud Accounting

9. Data Protection

The Parties agree to comply with local data protection and privacy laws. In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the terms set out in <https://www.sage.com/au/data-processing-addendum>.

Annexure A

A1: For Advisers

If you subscribe to Accounting (including any applicable free trial period), the following terms and conditions shall apply to you.

- Sign up for a Sage Business Cloud Accounting account (a 35 day free trial is available) The Adviser's account must be active, and may already be an existing Sage Business Cloud Accounting account
- Hold an active membership with a registered accounting or bookkeeping body
- Accept these Terms and Conditions
- Assign a Champion within his/her business within 35 days of accepting these terms and conditions
- Use best endeavours to preserve and promote Sage Australia's goodwill and reputation
- Avoid any activity detrimental to the Sage Australia's interests, reputation and goodwill
- The Adviser will be given free access to a one year base subscription to Sage Business Cloud Accounting, for internal use or demo purposes
- The Adviser's details will be listed on the Find a Partner on [sage.com/en-au/](https://www.sage.com/en-au/)
- The Adviser will receive Certified Sage Business Cloud Accounting Adviser status
- The Adviser will qualify to earn rebates on net sales from "linked" clients (where applicable) (refer to A3 and A4)

A2: What is the Sage Business Cloud Accounting Accountants Edition?

We have created a variation of the Sage Business Cloud Accounting application called the “Accountants Edition” with additional features specifically for our accountants and bookkeepers. These features include:

- Unlimited “Accountant Edition users” (available for Adviser Practice members only)
- A Client Console showing all your Sage Business Cloud Accounting clients in one view
- Task manager (list and calendar view)
- Accountant dashboard

This feature is given to the Adviser joining this Program at the time that SAH is made aware that these Terms and Conditions are accepted.

A3: Rebate structure and Program status

As a member of the Program, you are eligible to receive rebates on sales from “linked clients” as follows (refer to A4 for information on linked clients):

1. Certified Sage Business Cloud Accounting Advisers will receive a cash rebate of 30% on nett revenue* received from their linked clients. Rebates will be calculated quarterly
2. Certified Sage Business Cloud Accounting Advisers who are also Sage HandiSoft customers will receive a credit to their Sage HandiSoft account. The credit can be used to offset Sage HandiSoft annual licence renewal fees in the following financial year or for: professional services, additional modules and network licences purchased during the current financial year. Rebates will be calculated quarterly and are based on the nett revenue received from their linked clients’ subscriptions. The amount of the rebates to be credited will be calculated as follows:

(a) 100% of nett revenue pertaining to Sage Business Cloud Accounting.

- 100% of nett revenue pertaining to Sage Business Cloud Accounting received from their linked clients as a credit on their HandiSoft account. This credit can be used to offset your annual renewal licence fees in the following year or for; professional services, additional modules, network licences purchased during the year. Rebates will be calculated quarterly.

(b) once their annual licence renewal fees are matched, the rebate value will be based on 30% of the nett revenue.

- a cash rebate of 30% on nett revenue received from their linked clients. Rebates will be calculated quarterly

(c) The cut off date for rebate determination is 15 May of each applicable year. Rebates earned after this date are available to offset the following financial year's annual licence renewal value.

*Nett Revenue means the amount received excluding GST.

A4: What is a “linked client”?

As an Adviser, you will be given a referral code. SAH considers a Client linked to an Adviser only where the Client uses the unique referral code belonging to that Adviser when making payment.

For the purposes of this Program:

- As an Adviser, and in order to consider payments from your own subscription account as linked to you, you may use your own unique referral code when paying for your Sage Business Cloud Accounting subscription
- A Sage Business Cloud Accounting Client is only considered linked if the referral code is used at the time of payment, and the Client is only considered linked for that payment amount
- The onus is on the Adviser to ensure that both the Adviser and his/her Clients engage in the correct and accurate use of the unique referral code. SAH will not be held responsible for administrative errors arising from the incorrect use of the referral code which originate on the Adviser or his/her Client's side, nor will SAH be obligated to correct such errors in the instance that they occur

No rebates will be payable by SAH in the event that the Client is not linked in accordance with the processes outlined in this Annexure.

If you would like more information about the Sage Business Cloud Accounting Adviser Program please contact channel@accounting.sageone.com.au