

GRACEX REFERRAL PARTNER AGREEMENT

Version 3.0

Issued by GraceX Pty Ltd ACN 679 155 072

PARTIES

This Agreement is between:

GraceX Pty Ltd ACN 679 155 072, a company incorporated in New South Wales, Australia, having its registered office at 81-83 Campbell Street, Surry Hills NSW 2010 (**GraceX**); and

The person or entity identified in the Partner Details Schedule (**Partner**).

By executing the Partner Details Schedule, the Partner agrees to be bound by the terms of this Agreement.

BACKGROUND

GraceX operates a Microsoft 365-native workplace psychosocial risk management platform designed for Australian businesses. GraceX wishes to engage Partners to make warm introductions to prospective customers. This Agreement sets out the terms on which Partners may participate in that program and the compensation they may receive.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

Agreement	this Referral Partner Agreement and all schedules, as amended in accordance with clause 15.2.
Australian Privacy Principles	the Australian Privacy Principles set out in Schedule 1 of the Privacy Act 1988 (Cth).
Commencement Date	the date the Partner executes the Partner Details Schedule.
Contract Value	the total fee payable by a Customer under a Subscription Agreement for the relevant contract term, excluding GST.
Customer	a business entity that enters into a Subscription Agreement or Renewal Agreement with GraceX following a Qualifying Introduction by the Partner.
GST	goods and services tax as defined under A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Introduction Method	email introduction, telephone introduction, or in-person meeting between the Partner, a named representative of the Prospect, and GraceX.

Partner	the person or entity identified in the Partner Details Schedule.
Partner Details Schedule	Schedule 1 to this Agreement, executed by the Partner.
Personal Information	has the meaning given in the Privacy Act 1988 (Cth).
Preferred Partner	a Partner who has generated two or more Qualifying Conversions under this Agreement.
Privacy Act	the Privacy Act 1988 (Cth).
Prospect	a business entity registered by the Partner via the Referral Registration Form as a potential customer of GraceX.
Qualifying Conversion	the execution by a Customer of a Subscription Agreement or Renewal Agreement, or the purchase of a Readiness Assessment, following a Qualifying Introduction.
Qualifying Introduction	a direct connection made by the Partner between GraceX and a named representative of a Prospect by one of the Introduction Methods, registered in accordance with clause 5 within 48 hours of the introduction being made.
RCTI	a recipient-created tax invoice issued by GraceX to the Partner in accordance with the ATO requirements and the RCTI Schedule.
RCTI Schedule	Schedule 2 to this Agreement, setting out the terms of the RCTI arrangement between the parties.
Readiness Assessment	a standalone diagnostic product offered by GraceX prior to or independently of a Subscription Agreement.
Readiness Assessment Contract Value	the total fee payable by a Customer for a Readiness Assessment, excluding GST.
Referral Register	the internal GraceX record of registered Prospects maintained in accordance with clause 5.
Referral Registration Date	the timestamp recorded in the Referral Register upon automated confirmation of a Partner's registration submission.
Referral Window	the period of 24 months from the Referral Registration Date for a specific Prospect.
Renewal Agreement	an agreement by which an existing Customer renews their Subscription Agreement with GraceX for a further term.
Renewal Contract Value	the total fee payable by a Customer under a Renewal Agreement for the relevant renewal term, excluding GST.
Subscription Agreement	a subscription agreement between GraceX and a Customer for access to the GraceX platform.
Trade Mark Materials	the GraceX wordmark, logo, and the designation 'GraceX Referral Partner', as provided by GraceX to the Partner from time to time.

2. PARTNER'S ROLE

1. The Partner's role under this Agreement is limited to making Qualifying Introductions. The Partner is not authorised to:
 - (a) conduct sales discovery, negotiation, or commercial discussions on behalf of GraceX;
 - (b) represent, quote, or discuss the pricing of any GraceX product;
 - (c) make commitments or representations about GraceX's product features, capabilities, or scope; or
 - (d) act as an agent, employee, or representative of GraceX.
2. All sales, discovery, negotiation, contracting, and implementation activities are conducted exclusively by GraceX.
3. The Partner is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the parties.

3. PARTNER ELIGIBILITY

4. The Partner warrants that:
 - (e) they are a natural person aged 18 years or older, or a legal entity incorporated or registered in Australia;
 - (f) if a legal entity, they hold a valid Australian Business Number (ABN);
 - (g) they do not hold a financial interest in, or employment relationship with, any Prospect they register under this Agreement; and
 - (h) they have the legal capacity and authority to enter into this Agreement.
5. The Partner must maintain a valid ABN or notify GraceX of their GST registration status upon execution of the Partner Details Schedule.
6. The program is open to any eligible individual or entity. GraceX does not impose geographic or industry restrictions.

4. PARTNER REPRESENTATIONS AND CONDUCT

7. The Partner must not misrepresent GraceX's products, pricing, or capabilities to any Prospect. GraceX will provide an approved introductory guide and reference card to assist Partners in making accurate introductions.
8. The Partner must not describe GraceX's platform as an AI tool, chatbot, algorithmic monitoring system, or any description that conflicts with GraceX's approved product positioning.
9. Subject to clause 4, GraceX grants the Partner a limited, non-exclusive, revocable, royalty-free licence to use the Trade Mark Materials solely for the purpose of identifying the Partner as a GraceX Referral Partner in professional profiles and marketing materials. This licence does not permit the Partner to sub-licence, modify, or combine the Trade Mark Materials with other marks.
10. The Partner must not:
 - (i) use the Trade Mark Materials in any modified or combined form;
 - (j) imply that they are an employee, agent, or exclusive partner of GraceX;

- (k) use the Trade Mark Materials in any manner likely to cause confusion or damage to GraceX's reputation; or
 - (l) use the Trade Mark Materials after termination of this Agreement.
- 11. The Partner must remove all GraceX references from their materials within 14 days of termination of this Agreement.
- 12. GraceX may terminate the trade mark licence granted under clause 4.3 immediately by written notice if the Partner uses the Trade Mark Materials in breach of this clause 4.
- 13. GraceX may terminate this Agreement immediately if the Partner materially misrepresents GraceX's products or engages in conduct that damages GraceX's reputation.

5. REFERRAL REGISTRATION

- 14. To be eligible for compensation under clause 6, the Partner must register a Prospect within 48 hours of making a Qualifying Introduction. A registration submitted more than 48 hours after the introduction was made will not qualify for compensation under clause 6.
- 15. Registration is made via the GraceX Referral Registration Form accessible at the link provided in Schedule 1. The form requires:
 - (m) the Partner's full name and ABN (if applicable);
 - (n) the Partner's contact email address;
 - (o) the Prospect's company name and primary contact name;
 - (p) the date of introduction; and
 - (q) the Introduction Method used.
- 16. GraceX will issue an automated confirmation to the Partner's nominated email address upon registration. The Referral Registration Date is the timestamp of that automated confirmation.
- 17. Where two Partners register the same Prospect, the Partner with the earlier Referral Registration Date takes precedence. GraceX's records are prima facie evidence of attribution for the purposes of any dispute, unless the Partner demonstrates a manifest error in those records.
- 18. A Prospect registration lapses if the Prospect has not executed a Qualifying Conversion within the Referral Window.
- 19. GraceX maintains the Referral Register as an internal record. The Partner may request confirmation of their registration status for a specific Prospect by contacting GraceX at the address in Schedule 1.

6. COMPENSATION

6.1 Compensation Events

Compensation is payable to the Partner upon the occurrence of one or more of the following events within the Referral Window:

Event	Trigger	Compensation
Event 1 — Readiness Assessment	Customer purchases a Readiness Assessment following a Qualifying Introduction	10% of the Readiness Assessment Contract Value
Event 2 — Licence Sale (standard)	Customer executes a Subscription Agreement following a Qualifying Introduction, where Contract Value is below \$30,000	\$1,500 (exclusive of GST)
Event 2 — Licence Sale (high value)	Customer executes a Subscription Agreement following a Qualifying Introduction, where Contract Value is \$30,000 or above	\$3,000 (exclusive of GST)
Event 3 — First Renewal (standard)	Customer executes a first Renewal Agreement, where Renewal Contract Value is below \$30,000	\$1,500 (exclusive of GST)
Event 3 — First Renewal (high value)	Customer executes a first Renewal Agreement, where Renewal Contract Value is \$30,000 or above	\$3,000 (exclusive of GST)

6.2 Payment Conditions

20. Each compensation payment is a one-off amount. No recurring or ongoing compensation is payable except as expressly set out in clause 6.1.
21. Event 3 applies to the first Renewal Agreement only. No compensation is payable on subsequent renewals.
22. Payment of compensation is conditional on GraceX having received cleared funds from the Customer in respect of the relevant Qualifying Conversion.
23. GraceX will make payment to the Partner within 14 business days of the payment trigger.
24. All payments are made by electronic funds transfer to the Partner's nominated Australian bank account as set out in Schedule 1.
25. If a Customer cancels their Subscription Agreement before the end of the initial term, no repayment of compensation is required from the Partner. GraceX absorbs that risk.

6.3 GST

26. If the Partner is registered for GST, the compensation amounts set out in clause 6.1 are exclusive of GST. GraceX will pay the compensation plus any applicable GST in accordance with the payment documentation process in clause 7.
27. If the Partner is not registered for GST, the compensation amounts in clause 6.1 are the total amounts payable.

7. PAYMENT DOCUMENTATION

28. The parties may elect either of the following payment documentation paths:

Path A (RCTI): Where both GraceX and the Partner are registered for GST, and the parties have executed the RCTI Schedule at Schedule 2, GraceX will issue a Recipient-Created Tax Invoice (RCTI) to the Partner upon each payment trigger. The Partner must not issue a tax invoice for a supply for which GraceX has issued or will issue an RCTI.

Path B (Partner Invoice): Where the Partner is not registered for GST, or where the RCTI Schedule has not been executed, the Partner must issue a valid tax invoice (or invoice, if not GST-registered) to GraceX upon notification of a payment trigger. GraceX will pay the invoice within 14 business days of receipt.

29. The Partner nominates their preferred path in Schedule 1. The Partner may change their nominated path by providing 30 days written notice to GraceX.
30. GraceX is eligible to issue RCTIs as a GST-registered entity. The RCTI arrangement is subject to the terms of Schedule 2.

8. PRIVACY

31. Each party must comply with the Privacy Act and the Australian Privacy Principles to the extent applicable to that party in connection with this Agreement.
32. The Partner warrants that, in submitting any Personal Information about a Prospect via the Referral Registration Form, the Partner has obtained any consent required under applicable privacy law to share that information with GraceX, or is otherwise permitted by law to do so.
33. GraceX may collect, use, and disclose Personal Information submitted via the Referral Registration Form solely for the purpose of assessing, pursuing, and administering the referral. GraceX will not use Prospect Personal Information for unrelated marketing or commercial purposes without first obtaining the Prospect's separate consent.
34. The Partner must only submit business contact details and other Personal Information that are reasonably necessary to register the referral. The Partner must not submit sensitive information or any Personal Information that is not requested by the Referral Registration Form.
35. Each party will take reasonable steps to protect Personal Information in its possession from misuse, interference, loss, and unauthorised access, modification, or disclosure, consistent with the Australian Privacy Principles.

36. If either party becomes aware of a data breach involving Personal Information collected under this Agreement, it will notify the other party as soon as reasonably practicable and cooperate in responding to the breach.
37. Each party must provide the other with reasonable assistance in relation to any privacy complaint, regulatory enquiry, or investigation arising from Personal Information collected, used, or disclosed under this Agreement, to the extent that the matter relates to that party's acts or omissions.

9. PARTNER TIERS

38. All Partners commence on the Referral Partner tier upon execution of this Agreement.
39. A Partner will be recognised as a Preferred Partner upon generating two or more Qualifying Conversions (whether Event 1, Event 2, or Event 3) under this Agreement.
40. Preferred Partner recognition carries the following non-financial benefits:
 - (r) early access to GraceX product updates and compliance developments;
 - (s) acknowledgement on the GraceX partner page, subject to the Partner's written consent; and
 - (t) invitation to the annual Preferred Partner briefing hosted by GraceX.
41. Preferred Partner status does not carry additional financial compensation. Tier status is reviewed annually by GraceX.
42. GraceX reserves the right to vary the benefits associated with either tier on 30 days written notice.

10. PARTNER ENGAGEMENT

43. GraceX will maintain an active partner engagement program including:
 - (u) a quarterly partner briefing (video call, open to all active Partners) covering product updates, compliance developments, and anonymised program outcomes;
 - (v) a dedicated partner page on the GraceX website containing current program materials and the Referral Registration Form link; and
 - (w) a personal acknowledgement from GraceX to the Partner when a referred Prospect completes a Qualifying Conversion.
44. GraceX may vary the engagement program on reasonable notice.

11. NON-COMPETE

45. No non-compete obligation applies to the Partner. The Partner may maintain referral or commercial relationships with competing products or services simultaneously with their participation in this program.
46. The Partner acknowledges that GraceX does not grant exclusivity of any territory, industry sector, or customer segment.

12. TERM AND TERMINATION

47. This Agreement commences on the Commencement Date and continues until terminated by either party.
48. Either party may terminate this Agreement by providing 30 days written notice to the other.
49. GraceX may terminate this Agreement immediately by written notice if the Partner:
 - (x) materially breaches any term of this Agreement and fails to remedy the breach within 14 days of written notice;
 - (y) makes a material misrepresentation about GraceX's products to a Prospect or Customer;
 - (z) becomes insolvent, bankrupt, or enters into a scheme of arrangement; or
 - (aa) engages in conduct that GraceX reasonably considers to be harmful to GraceX's reputation.
50. Upon termination, any Prospect registered in the Referral Register prior to the termination date retains its full remaining Referral Window. If a Qualifying Conversion in respect of that Prospect occurs within that remaining Referral Window, GraceX will pay the applicable compensation under clause 6. No compensation is payable for Qualifying Conversions occurring after the expiry of the relevant Referral Window.
51. For the avoidance of doubt, a Prospect whose Referral Window has already expired at the date of termination is not eligible for compensation under clause 12.4.
52. Clauses 4.3 to 4.5, 6, 7, 8, 12.4, 13, 14, and 15 survive termination of this Agreement, together with any other provision which by its nature is intended to survive termination.

13. CONFIDENTIALITY

53. Each party agrees to keep confidential all Confidential Information received from the other party and to use it only for the purposes of this Agreement.
54. Confidential Information means any information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential in the circumstances, including pricing, customer data, and product roadmap information.
55. Confidentiality obligations do not apply to information that:
 - (bb) is or becomes publicly available other than through a breach of this Agreement;
 - (cc) was known to the receiving party prior to disclosure;
 - (dd) is independently developed by the receiving party; or
 - (ee) is required to be disclosed by law or a regulatory authority.
56. Neither party may disclose the commercial terms of this Agreement to any third party without the other party's prior written consent, except as required by law.
57. The confidentiality obligations in this clause 13 survive termination of this Agreement for a period of three years.

14. LIABILITY

- 58. To the extent permitted by law, GraceX's liability to the Partner under or in connection with this Agreement is limited to the total compensation paid to the Partner in the 12 months preceding the relevant claim.
- 59. Neither party is liable for any indirect, consequential, or special loss or damage arising under or in connection with this Agreement.
- 60. Nothing in this clause limits liability for fraud, wilful misconduct, or any liability that cannot be excluded by law.
- 61. The Partner indemnifies GraceX against any loss, damage, or claim arising, to the extent caused by the Partner's misrepresentation of GraceX's products, material breach of this Agreement, or negligent or unlawful act or omission. This indemnity does not extend to consequential or indirect loss suffered by GraceX.

15. GENERAL

- 62. This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- 63. GraceX may amend the terms of this Agreement on 30 days written notice to the Partner. Any amendment applies prospectively only. Referrals registered in the Referral Register prior to the date the amendment takes effect continue to be governed by the terms in force at the Referral Registration Date for those Prospects. Continued participation after the notice period constitutes acceptance of the amended terms for new referrals registered after the amendment takes effect.
- 64. If the parties are unable to resolve a dispute arising under this Agreement within 20 business days of one party giving written notice to the other identifying the dispute, either party may refer the matter to a mediator agreed by the parties, or failing agreement, appointed by the Australian Disputes Centre. The cost of mediation is shared equally. Nothing in this clause prevents a party from seeking urgent interlocutory relief.
- 65. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, negotiations, and understandings.
- 66. A waiver of any right under this Agreement is only effective if in writing. A failure to exercise or delay in exercising any right is not a waiver of that right.
- 67. If any provision of this Agreement is invalid or unenforceable, it will be read down to the minimum extent necessary to make it valid and enforceable, and the remaining provisions continue in full force.
- 68. Notices under this Agreement must be in writing and sent to the addresses specified in Schedule 1 or such other address as a party notifies in writing. A notice sent by email is taken to be received at the time of transmission unless the sender receives an automated delivery failure notification.

SCHEDULE 1 – PARTNER DETAILS

Complete and return this Schedule to execute the Agreement.

Partner Details	
Partner full name	
Partner company name	
Australian Business Number (ABN)	
Contact email address	
Postal address	
Preferred payment path: RCTI / Partner Invoice	
Bank name	
BSB	
Account number	
Account name	
Referral Registration Form	
Registration Form URL	Registration Form
GraceX Contact Details for Notices	
GraceX address	81-83 Campbell Street, Surry Hills NSW 2010
GraceX email	partners@gracex.io

EXECUTED as an agreement:

Signed for GraceX Pty Ltd ACN 679 155 072 Signed by the Partner

Signature of director

Signature

Full name and title

Full name and title (if entity)

Date

Date

SCHEDULE 2 – RECIPIENT-CREATED TAX INVOICE (RCTI) AGREEMENT

This Schedule constitutes an RCTI agreement between GraceX Pty Ltd and the Partner for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the relevant ATO determination current at the date of execution.

69. GraceX Pty Ltd (ABN: 53 679 155 072) is registered for GST and will issue RCTIs in respect of taxable supplies made by the Partner to GraceX under this Agreement.
70. The Partner must be registered for GST at the time each RCTI is issued. If the Partner's GST registration lapses, the Partner must notify GraceX immediately and Path B (Partner Invoice) will apply until GST registration is restored.
71. GraceX will not issue an RCTI to the Partner if GraceX reasonably believes the Partner is not registered for GST.
72. The Partner must not issue a tax invoice in respect of any supply for which GraceX issues or will issue an RCTI.
73. Each RCTI issued by GraceX will include:
- (ff) the words 'Recipient-Created Tax Invoice';
 - (gg) GraceX's ABN and the Partner's ABN;
 - (hh) the date of issue;
 - (ii) a description of the supply (referral compensation — Event 1, 2, or 3 as applicable);
 - (jj) the GST-exclusive amount, the GST amount, and the total GST-inclusive amount; and
 - (kk) GraceX's and the Partner's names.
74. GraceX will retain a copy of each RCTI for the period required by law.
75. This RCTI arrangement applies only to supplies made by the Partner to GraceX under this Agreement. It does not apply to any other transaction between the parties.

RCTI Election

Partner ABN	
Partner GST registration confirmed: YES / NO	

Signed by Partner

Signed for GraceX

Date

Date