

TAXLAB PARTNER AGREEMENT

Last updated on 25 September 2017

1. Purpose

- 1.1. Taxlab Limited (“we” or “us”) welcomes you to apply to join the Taxlab Partner Program (“the Program”) to receive the benefits as a registered Taxlab partner (“Taxlab Partner”).
- 1.2. By applying to join the Program you are agreeing to the terms and conditions set out in this Taxlab Partner Program Agreement (“this agreement”), which become effective immediately upon you being accepted into the Program.
- 1.3. Taxlab may vary this agreement by giving 60 days written notice, effective upon the posting of modified terms on Taxlab’s website and notifying you in writing (including by email) that modified terms are available to view. You will ensure that you have read, understood and agreed to the most recent terms posted on the Taxlab website and notified to you.

2. Prerequisites

- 2.1. To be considered as a partner for the Program, your organisation must:
 - (a) apply in writing to support@taxlab.co.nz;
 - (b) maintain a current Taxlab software subscription; and
 - (c) have at least one staff member that Taxlab has certified as having a high standard of knowledge of Taxlab products.
- 2.2. We reserve the right to accept or decline any organisation to the Program at our discretion and regardless of whether or not the prerequisites are met.

3. Background

- 3.1. We regularly receive requests for a free demonstration of our products, and then to provide training and / or setup services once a sale is made. The requests come to Taxlab from a variety of sources including:
 - (a) Taxlab website enquiries;
 - (b) Taxlab marketing initiatives;
 - (c) Taxlab general brand awareness activities; and
 - (d) word of mouth referrals from existing Taxlab clients and their advisors.
- 3.2. We prefer tax professionals to provide these demonstration, training and / or setup services under their normal engagement terms as opposed to providing such services ourselves.

4. Benefits to your organisation

- 4.1. As a tax professional, the benefits for you in providing Taxlab product demonstrations to potential new clients, as well as your existing clients include:
 - (a) Taxlab product demonstrations provide client facing opportunities where you can demonstrate your value-added approach to tax compliance, and that technology is part of your toolkit for providing ongoing services;
 - (b) they provide the best opportunity for you to inform the client about your Taxlab training / setup services and how this will help with ongoing tax compliance services; and
 - (c) providing training / setup services provides client work for your organisation and will often uncover tax issues that can be resolved as part of the setup, ensuring that ongoing tax compliance runs smoothly.
- 4.2. As a Taxlab Partner you will receive benefits that are only available through the Program, including:
 - (a) referrals from Taxlab where an organisation would like to meet you for a demonstration of Taxlab products;
 - (b) referrals from Taxlab where an organisation would like you to provide Taxlab product training or setup services; and
 - (c) promotion of your organisation as a Taxlab Partner on our website and during our sales and marketing activities (in each case, as approved by you).
- 4.3. For the avoidance of doubt, as a Taxlab Partner, you are not entitled to any software subscription or other revenue that is received by us.

5. Promotional activities

- 5.1. We will list your organisation as a Taxlab Partner on our website and promote you as a Taxlab Partner through our sales and marketing activities (in each case, as approved by you) and in order to do so you grant us the non-exclusive right to use your name, trade marks, logos and any other branding you provide us for this purpose. We will act strictly in accordance with any brand approval processes and brand requirements set by you from time to time.

- 5.2. In return, you will promote Taxlab to existing and potential new clients, where Taxlab would be an appropriate option for the client to consider, consistent with your professional and ethical obligations. We grant you the non-exclusive right to use our name, trade marks, logos and other branding solely in relation to the promotion of Taxlab, and in accordance with any guidelines set by us from time to time.
- 5.3. We will assist you in promoting your services around training and set-up to allow clients to make an informed decision around their training and set-up needs. We will make time available to assist you with any activities that include promotion of Taxlab, including providing content for proposals or client communications.
- 5.4. To ensure your staff are equipped to discuss Taxlab with clients, we will provide training and supporting materials on a regular basis. In return, you will ensure that your staff are familiar with Taxlab products and have access to any training and materials we provide.
- 5.5. Neither party will send unsolicited electronic messages to multiple unrelated recipients in promoting the other party, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this agreement.
- 5.6. Both parties will conduct their business in a manner that reflects favourably at all times on the other party and their good name, goodwill and reputation and not enter into any contract or engage in any practice detrimental to the interests or the service of the other party.
- 5.7. Both parties will avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the other party, their service, or the public and will not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to the other party or their service.
- 5.8. Both parties will ensure they have the right to use and a right provide to another party (without infringing any third party's rights) any content for client proposals and other sales and marketing materials made available from time to time.

6. Referrals from Taxlab

- 6.1. When we receive a request for a demonstration, or for training or setup services, we will present the client with a list of Taxlab Partners. We will generally recommend the client consider its existing advisor if they are on the list. We will then provide a referral in accordance with the client's preference.
- 6.2. While we will only promote and include Taxlab Partners on this list, we will respect a client's wishes if the client wishes to use an alternative provider.
- 6.3. We will endeavour to qualify referrals before providing them to you to ensure there is a reasonable likelihood of you gaining value from an initial client meeting or any demonstration.
- 6.4. You have the right to refuse any referral from us for any reason.
- 6.5. When you accept a referral from Taxlab, you will make initial contact with the client within 2 working days and to book a product demonstration or meeting within a reasonable timeframe, ideally within 10 working days of making initial contact. You also agree to respond to client questions within reasonable timeframes, ideally less than 4 working days and to request assistance from Taxlab for any questions you are unsure of or cannot answer. We reserve the right to refer the client to another Taxlab Partner if you have not moved on a referral within reasonable timeframes, but will discuss this with you before doing so.

7. Referrals from your organisation

- 7.1. For opportunities generated by you within your existing client base or as a result of your own networks, we encourage you to pursue these without intervention from us, unless you request otherwise. This includes carrying out a demonstration of Taxlab products, interacting with the decision makers progressing the sale process.
- 7.2. You agree to refer client inquiries for tax software to us where you do not wish to pursue the opportunity directly for any reason (where Taxlab would be an appropriate option for the client to consider, consistent with your professional and ethical obligations).
- 7.3. We will provide you with sales materials including recorded video demonstrations of our products that you can share with clients to enable you to quickly qualify client interest without overinvesting time.

8. Product demonstrations

- 8.1. You agree that Taxlab demonstrations will only be carried out by staff that we have certified as having a high standard of knowledge of Taxlab products. We will provide your staff with any training and materials needed to ensure that demonstrations are comprehensive and efficient. We may also make ourselves available to attend demonstrations provided that you give us reasonable notice.
- 8.2. You agree to direct clients to our website to answer any questions about pricing, IT and security or our terms of use, as all of these may change over time.
- 8.3. You will inform each client that wishes to use Taxlab that it must enter into a software subscription agreement with us for the use of Taxlab by opening an account and subscribing to Taxlab.
- 8.4. You will not make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of Taxlab which you know to be incorrect or otherwise incur any liability on our behalf.

9. Training and set-up services

- 9.1. You agree that training and set-up services will only be carried out by staff that we have certified as having a high standard of knowledge of Taxlab products and an understanding of our training and setup procedures. We will provide your staff with any training and materials needed to ensure that your staff can provide such services comprehensively and efficiently. We may also make ourselves available to attend trainings or setups provided that you give us reasonable notice.
- 9.2. Taxlab agrees to discuss any training or set-up with you prior to your staff carrying out the work to assist with any potential issues or barriers to a smooth set-up.
- 9.3. You agree that any services you provide to your clients are to be provided under your own client engagement procedures and documentation and that Taxlab has no responsibility or liability for any services you provide – you will ensure that you inform your clients of this and that they understand there is no contractual relationship between your client and us in relation to any services that you provide.
- 9.4. You will be responsible for any direct cost, loss or damage we incur arising out of or in connection with any third-party claim made against us in relation to the services that you provide. However, you will assume no risk for the software itself, as this will be covered under the terms and conditions between Taxlab and the client and we will be responsible for any direct cost, loss or damage you incur arising out of or in connection with any third-party claim made against you in relation to the software. In terms of each party's liability to the other under this clause, we agree that each party will only be liable to the other for the proportion of legally payable amounts that the party has directly caused.

10. Communication and co-ordination

- 10.1. To aid the communication process, we will appoint an account manager to your organisation to liaise with your people and keep in regular contact with you around the progression of opportunities. In return, we ask that you nominate a primary contact within your organisation for us to liaise with.

11. No Exclusivity

- 11.1. One of our guiding principles is that all New Zealand taxpayers should have the opportunity of benefiting from the most sophisticated and most appropriate tax compliance system available to them. As such, the Program will not be exclusive in any way to either party. We will not be restricted from signing other organisations to the Program and your organisation will not be restricted from entering into similar arrangements with other parties. We will keep you informed of the new partners we sign up to the Program to enable you to meet your conflict and independence obligations.

12. Taxlab's Terms of Use

- 12.1. This agreement applies in addition to Taxlab's software terms of use (including any variations agreed with you), which covers intellectual property rights and confidentiality between both parties, which will apply to any dealings between Taxlab and you under this agreement. In the event of any inconsistency between this agreement and our software terms of use (including any variations agreed with you), the software terms of use (as varied) will apply.

13. Relationship of parties

- 13.1. This Agreement does not in any way result in an agency, partnership, joint venture or employment relationship. Neither party is authorised to create any obligation, express or implied, on behalf of the other party.

14. Termination

- 14.1. Either party may terminate this agreement:
 - (a) for any reason by providing 30 days' prior written notice to the other party; or
 - (b) immediately if the other party is in material breach of the agreement and either the breach is incapable of remedy or is not remedied within 7 days of the breach being notified.
- 14.2. You may terminate this agreement immediately if:
 - (a) you conclude that the existence of this agreement constitutes (or may constitute) actual (or the appearance of) impairment of independence with respect to a "restricted entity" from whom you must be independent; or
 - (b) if circumstances arise that would make continuation of all or any portion of this agreement conflict with any other applicable law, rule, or other professional regulation or standard; or
 - (c) for any other actual or perceived conflict of interest for your organisation.