

Partner Agreement

Both ServiceM8 and the Partner agree to undertake reasonable action to achieve the outcomes of this Partner Agreement.

Terms

ServiceM8: ServiceM8 Pty Ltd, the company that owns and operates the ServiceM8 application.

Partner: A business or individual who has joined the ServiceM8 Partner Program.

Client: A business or individual who uses the ServiceM8 application.

Revenue Share: Refer to the Revenue Share section.

Referral Bonus: Refer to the Referral Bonus section.

Dollars (\$): All dollar amounts in this agreement refer to:

- Australian Dollars (AUD) for Partners based in Australia;
- New Zealand Dollars (NZD) for Partners based in New Zealand; and
- US Dollars (USD) for Partners based outside Australia and New Zealand.

Premium Support: Phone support provided by ServiceM8 Partner Support for help with customer questions and issues. Phone support is available Monday to Friday, 9:00 AM - 5:00 PM AEST (UTC+10). Phone support is only available to Partners, not to the Partner's connected Clients.

Free Promotional Material: ServiceM8 brochures to help explain ServiceM8 to your clients.

Partner Directory Listing: Your business listed in our Partner Directory, offering great exposure to ServiceM8 customers. If no new client connection is made in a 180 day period partner will be removed from the directory until a new connection is made.

Partner Promotions: Partners are promoted to ServiceM8 customers via email and through the Activity Feed. Partners are promoted within a 100km radius of their set location. In your Partner Dashboard, a promotion counts as one feed-post or one email.

Premium Leads: the direct referral of a sales-ready potential Client to a Partner for an initial consultation. See the Premium Leads section.



Co-Branded Materials: ServiceM8 brochures with your business's branding.

Partner Status Levels

Your partner status level is determined by your total status points. Status points are earned by:

- Connecting clients (10 points each)
- Implementing a landing page (10 points)
- Completing Partner training

As your status level increases, you earn exclusive benefits and increased revenue share.

Partner Level	Starter	Bronze	Silver	Gold
Points	0-29	30 - 249	250 - 999	1000+
Monthly Revenue Share	0%	10%	15%	20%
Referral Bonus	\$100	\$100	\$100	\$100
Premium Support	✓	✓	✓	✓
Dedicated Account Manager	✓	√	✓	✓
Free Promotional Materials	-	√	✓	✓
Partner Directory Listing	-	√	✓	✓
Premium Leads	-	√	✓	✓
Lead Opportunities	-	-	✓	✓
Maximum partner promotions per week	1	5	25	100
Early access to new features	-	-	✓	√
Yearly membership fee waived	-	-	✓	✓
Co-Branded Materials	-	-	√	✓



The Partner agrees to the following:

- Maintain correct contact details in the Settings > Preferences > Partner Program section of the Partner's ServiceM8 account.
- Ensure the yearly membership fee is paid.
- Ensure at least one staff member completes the ServiceM8 Partner Certification, and maintains the certification status annually.
- Refrain from using the name ServiceM8 in the Partner's company name or product names.
- Not represent themselves as ServiceM8, or agents of ServiceM8, in any form of marketing or advertising, or in any communications with Clients or potential Clients.
- Always make clear that the services and products provided by the Partner are offered by the Partner, not by ServiceM8.
- Not send unsolicited Partner Support Invitations to clients.
- Accept, abide by, and uphold ServiceM8's Terms of Service and Privacy Policy, both in the Partner's own use of the service, and their interactions with Clients.

To maintain their Partner Status, the Partner agrees to:

- Sign up at least one new client to ServiceM8 every 6 months.
- Offer clients value-added services that feature and include ServiceM8.
- Respond to enquiries from Clients about ServiceM8 within 2 business days.

ServiceM8 reserves the right to decline any organisation or individual from becoming a ServiceM8 Partner for any reason, without explanation.

ServiceM8 agrees to the following:

- Provide access to the ServiceM8 Partner Module, which provides:
 - Central management of ServiceM8 clients.
 - Remote access to client accounts for support purposes.
 - 'Ask my partner' link in connected clients' ServiceM8 accounts.
 - Promotional materials.
- Provide access to the <u>ServiceM8 Partner Forum</u>, which facilitates communication between ServiceM8 and Partners.
- Provide Partners with a percentage of their active clients' revenue according to the revenue sharing levels specified in the Partner Status Levels section.
- Promote the Partner to prospective clients.



Partner Commission

ServiceM8 pays commission to Partners under two programs, the Referral Bonus and Revenue Sharing programs. Both programs are described in more detail in the sections below.

All commission earned by Partners is added to the Partner's commission balance. The Partner's current commission balance may be viewed through the Partner Activity Statement, accessible within the Partner's ServiceM8 account.

To receive commission payments, Partners will be required to sign up to Stripe, and link their Stripe account to their ServiceM8 Partner account.

ServiceM8 pays commission to Partners monthly. On the 15th of each month, if the Partner's commission balance is at least \$25, ServiceM8 will transfer the Partner's current commission balance to the Partner by transfer to the Partner's Stripe account, and the Partner's commission balance will be set to zero. If a Partner's commission balance is less than \$25 on the date at which commissions are paid, ServiceM8 will not pay any commission for that period. Instead, the balance will be held by ServiceM8 until the next scheduled payment date.

If Partner certification is not maintained revenue share payments will stop accumulating and existing commission balance will not be paid out until such a time certification is renewed.

Any transfer fees associated with payment of the Partner's commission balance will be deducted from the amount paid to the Partner.

Client Connections

A connection between a Partner and Client allows the Partner to provide support services to the client. While a connection is active:

- An "Ask My Partner" option will be shown in the Client's ServiceM8 "Help" menu.
- The Partner may log in to the Client's account by using the tools within their Partner Dashboard.
- The Partner is eligible to receive a commission when the Client pays invoices issued by ServiceM8 (see the Revenue Share section for details)

Partners can view a list of all active connections from the Partner Dashboard.

Partners may connect to Clients by sending an invitation from within the Partner Dashboard. The next time the Client logs in to their ServiceM8 Account, they will



receive a notification that the Partner wishes to connect, and can either accept or decline the invitation. Once they accept, the Partner and Client are connected.

The Client may disconnect from the Partner at any time by de-activating the "Partner Support" add-on within their ServiceM8 Account.

Referral Bonus

Partners can earn a \$100 one-off commission for new clients who become paying customers after signing up to ServiceM8 using the Partner's Referral Link. The Partner's Referral Link is available in the Settings > Referral Program section of the Partner's ServiceM8 account.

Referral Bonus conditions:

- The Referral Bonus is earned progressively, at a rate of 30% of ServiceM8's revenue from that Client. When the Client pays a ServiceM8-issued invoice, 30% of the amount charged to the Client (excluding revenue from SMSs, overage fees, forms & add-ons etc) will be added to the Partner's ServiceM8 Partner commission balance, up to a per-Client total of \$100.
- The Client must sign up using the Partner's Referral Link to be eligible for the one-off Referral Bonus.
- Any Client that is referred to the Partner by ServiceM8 is ineligible for the Referral Bonus. Partners who encourage the client to close their ServiceM8 account and create a new ServiceM8 account using the Partner's Referral Link will have their Partner account terminated.
- Revenue paid to the Partner through the Referral Bonus is in addition to the Revenue Sharing scheme.

Revenue Share

Partners earn revenue share based on ServiceM8's revenue from the subject Client when they pay an invoice issued by ServiceM8 (excluding revenue from SMSs, overage fees, forms & add-ons etc). The percentage paid to the Partner is based on the Partner's status level at the time at which the invoice is issued to the Client by ServiceM8. Refer to the Status Levels section for details on revenue share percentages.

Once a Client is connected to a Partner, Revenue Share is available for the lifetime of the connection between the Partner and the Client.



Revenue Share conditions:

- While connected, the Partner agrees to provide ongoing support to the Client, backed by ServiceM8's Support Team.
 - The Partner should be the first point of contact for the Client's support enquiries.
 - Any support enquiries that cannot be handled by the Partner can be referred to the ServiceM8 Support Team for resolution.
 - The Partner may choose to charge the client separately for their support services.
- Clients who have created over 100 jobs, or are already connected to another partner, are not eligible for Revenue Sharing.
- The connection with a Partner can be terminated by the Client at any time at the Client's discretion. If the Client terminates the connection, revenue sharing for that Client will cease.
- Revenue Share commission for any particular Client will not be paid to the Partner if the invoice has not been paid by the Client.
 - Commission amounts which are withheld pending Client payment will display a status of "Pending Customer Payment" in the Partner Activity Statement.

Premium Leads

Partners with a Silver or Gold Partner Status are eligible to receive Premium Leads. A Premium Lead is a Client who has opted to receive a phone call, free of charge, from a ServiceM8 Partner. Receipt of Premium Leads is optional for eligible Partners, and subject to the following terms and conditions:

- The Partner must successfully complete the Premium Leads training.
- The Partner must contact each Premium Lead client within 48 hours of receiving the lead.
- The Partner cannot charge Premium Lead clients for the free 15-minute call they have opted to receive.
- If circumstances prevent the Partner from contacting a lead in accordance with these conditions (e.g. within 48 hours), the Partner must email <u>partner.support@email.com</u> for the lead to be reallocated.
- If Lead includes a subsidised payment from ServiceM8, Partner must provide a copy of the invoice sent to the client to receive reimbursement
- Premium Lead clients will receive a request for feedback on their experience with the Partner, following allocation of the lead.



- The Partner may opt in & out of receiving Premium Leads at any time in Settings > Preferences > Partner Program.
- The Partner must opt out of receiving Premium Leads, before time, for any period during which the Partner will be unable to meet these conditions (e.g. seasonal business shutdowns).
- ServiceM8 may, at its sole discretion, reallocate a Premium Lead to another Partner where ServiceM8 deems these conditions have not been met.
- ServiceM8 may, at its sole discretion, suspend the Partner from receiving Premium Leads where ServiceM8 deems the Partner is not capable of meeting these Premium Leads conditions.

Duration of the agreement

Once the Partner Application has been submitted, this agreement will remain in place until terminated by either party.

Either party may terminate this agreement for any reason, giving notice of one month. Upon termination, any Partner commission balance not yet paid to the Partner will be forfeited to ServiceM8.