

Sage Business Cloud Accounting - Certified Adviser Program Agreement

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

The Access Group 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, you will be bound by the Sage Business Cloud Accounting Terms and Conditions as well as this Agreement.

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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.theaccessgroup.com/en-au/>.
- 1.1.9 **"Net Sales"** Net sales includes any amount paid by either the Adviser or his Client, and received by The Access Group in respect to Sage Business Cloud Accounting End User Subscriptions only, and excludes payments for additional payroll, SISS Direct BankFeeds, credit notes and/or discounts.
- 1.1.10 **"Parties"** This Agreement is concluded by: Access Software Australia Pty Limited (ABN 40 071 009 326) of Level 11, Zenith Tower B, 821 Pacific Hwy, 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").
- 1.1.11 **"Region"** means Australia, Christmas Island, Fiji, Tahiti, Heard and McDonald Islands Federated States of Micronesia, New Caledonia, New Zealand, Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands
- 1.1.12 **"Sage"** means Sage South Africa Pty Ltd the publisher of the Software;
- 1.1.13 **"Signature date"** The date upon which the last of the Parties accepts this Agreement.
- 1.1.14 **"The Access Group"** means Access Software Australia Pty Ltd who is a Reseller of Sage Business Cloud Accounting in the Region;
- 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. The Access Group 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. The Access Group 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. The Access Group 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.

The Access Group 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 The Access Group 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 The Access Group must be via email to our email address sales@accounting.sageone.com.au
- 7.2. Except as provided for in Section 7.3, The Access Group'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 The Access Group: Access Software Australia Pty Limited (ABN 40 071 009 326) Level 11, Zenith Tower B, 821 Pacific Hwy, 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 domicile 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 at <https://www.theaccessgroup.com/en-au/privacy-and-legal/>.

Annexure A

Annexure 1: 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 endeavors to preserve and promote The Access Group's goodwill and reputation
- Avoid any activity detrimental to The Access Group'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, this will renew each year until this agreement is terminated under the provisions of Section 5
- The Adviser will receive Certified Sage Business Cloud Accounting Adviser status after the Champion completes the certification assessment
- The Champion must complete Certification within 90 days of accepting these terms and conditions

Annexure 2: 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:

- Up to 50 "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 The Access Group is made aware that these Terms and Conditions are accepted.

Annexure 3: Rebate and Program structure and Program status

1. As a member of the Program you are eligible to purchase discounted licenses for resale to your clients. Discounted licenses are sold in pre-paid bundles and shall expire on 30 June each year and have a minimum contract period.

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

2. If you were a member of the Sage Business Cloud Accounting Adviser Program **prior to 12 May 2020** and have continued to have an **active HandiSoft license** the following benefits apply to you:

As a member of the Program, you are eligible to receive rebates on Net Sales from "Linked Clients" as follows:

Certified Sage Business Cloud Accounting Advisers who are also users of HandiSoft will receive a credit on their HandiSoft account. The credit can be used to offset HandiSoft annual license renewal fees in the following financial year or for: professional services, additional modules and network licenses purchased during the current financial year. Rebates will be calculated quarterly and are based on the net revenue received from Linked Client subscriptions. The amount of the rebates to be credited will be calculated as follows:

- (a) 100% of net revenue pertaining to Sage Business Cloud Accounting.
- 100% of net revenue pertaining to Sage Business Cloud Accounting received from Linked Clients will be applied as a credit on the HandiSoft account. This credit can be used to offset annual renewal license fees in the following year or for; professional services, additional modules, network licenses purchased during the year. Rebates will be calculated quarterly.

*Net Sales means the amount received excluding GST.

Annexure 4: Linked Clients

As an Adviser, you will be given a referral code. The Access Group 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. The Access Group 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 The Access Group be obligated to correct such errors in the instance that they occur.

No rebates will be payable by The Access Group 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 sales@accounting.sageone.com.au.