

AbodeBooking Limited

REFERRER / SALES AGENT AGREEMENT

THIS AGREEMENT is valid if 'the Referrer'/'the Sales Agent' enabled the checkmark 'I agree to the terms and conditions' on the website's referral page (<https://abodebooking.com/referral-program>).

BETWEEN

AbodeBooking Limited. A company incorporated in New Zealand, company number 2414488 and having its principal place of business at 2 Old Lake Road, Narrownack, Auckland 0624, New Zealand (hereinafter referred to as the Owner) which shall include all or any of its subsidiaries, successors and/or assigns of the one part.

AND

'the Referrer' or 'the Sales Agent'

WHEREBY IT IS AGREED as follows:

1. Interpretation

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

1.3 All monetary sums in this Agreement are stated before the application of GST or any other applicable taxes which shall be added at the prevailing rate in accordance with the status of each party to this Agreement.

2. Terms of Sales Agency

2.1 The Owner hereby appoints the Sales Agent as a non-exclusive Sales Agent for the purpose of marketing, promotion and canvassing for sales of the Owner's products and services to customers resident or carrying on business in the Territory, (as set out in the Schedule to this Agreement).

2.2 This Agreement shall remain in force for the period of 12 months from the date of agreement by the parties and thereafter unless or until terminated by either party giving the other not less than 30 days prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

2.3 The Owner shall pay commission to the Sales Agent in accordance with clause 3 of this Agreement.

2.4 The Owner reserves the right to refuse any customers or requests for the products and services on any grounds, but if the Sales Agent so requests, the Owner shall supply the Sales Agent with reasons for such refusal.

2.5 Nothing in this Agreement or otherwise shall make the Sales Agent an employee of the Owner.

2.6 This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by the Sales Agent without the prior consent in writing of the Owner.

3. Commission

3.1 During the period of this Agreement the Sales Agent shall be paid commission in accordance with the relevant sums set out in the Schedule to this Agreement.

3.2 Commission will be paid in respect of each customer, as long as no prior contact to this particular customer had been made by the Owner, onboarded by the Owner and for which the first 6 subscription payments have been received and subject to the customer having agreed to make monthly payments by Automatic Payment or recurring credit card payment.

3.3 The Owner shall make payment of commission(s) by the last working day of the month in which the sixth subscription payment is received from the customer.

3.4 Following termination of this Agreement in accordance with clause 2.2 and clause 6 the Sales Agent shall be entitled to commission on all customers that reach the Sales Agent or the Owner and for which the sixth payment has been received prior to the date of termination.

3.5 The Owner reserves the right to modify its commission structure and payment conditions from time to time at its sole discretion, provided that not less than thirty (30) days notice shall be given to the Sales Agent regarding any changes or modifications.

4. Duties and Responsibilities of the Sales Agent

4.1 Whilst acting as the Sales Agent for the Owner, the Sales Agent will not act as a Sales Agent for or otherwise directly or indirectly market, promote or canvass for products and services which are similar to or compete or are likely to compete with any of the Owner's products and services, unless the Sales Agent obtains the Owner's prior consent in writing.

4.2 The Sales Agent shall at all times act with all due diligence and act in good faith and follow and observe all reasonable instructions given by the Owner regarding the products and services and any activities under this Agreement and use his best endeavours to increase the sale of products and services in the Territory.

4.3 The Sales Agent shall be responsible for his own operating expenses, including his own transport.

4.4 The Sales Agent shall communicate to the Owner all information relevant or useful for the business of the Owner including competitor activity, product reliability, sales prospects and other marketing information as well as any unauthorised use by third parties of the Owner's trademarks, patents or other intellectual property rights.

4.5 The Sales Agent shall pass on all orders and requests in respect of the Owner's products and services by submitting completed Service Agreements to the Owner within two working days of receipt from the

customer.

4.6 The Sales Agent shall not during the period of this Agreement or after its termination disclose or permit to be disclosed to any third parties without the prior consent of the Owner and shall use only for the purposes of this Agreement any confidential information, trade secrets or proprietary data concerning the Owner's business or any of the Owner's customers which come or may come to his knowledge by reason of the agency relationship:

4.6.1 Confidential information or trade secrets shall consist of, but not necessarily be limited to: technical, commercial, financial, operational, marketing or promotional information. Proprietary data shall consist of, but not necessarily be limited to: customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans.

4.6.2 The Sales Agent shall not use or permit to be used or register any of the Owner's patents, trademarks, trade or brand names, registered designs or other intellectual property rights without the prior consent of the Owner.

4.7 Save as expressly authorised by the Owner in writing the Sales Agent shall not incur any liabilities on behalf of the Owner nor make any representations or give any warranties on behalf of the Owner, (except to confirm or communicate any terms, conditions or information contained in the Owner's documents) or enter into any contract or agreements on behalf of the Owner or pledge the credit of the Owner.

4.8 The Sales Agent shall immediately inform the Owner of any dispute, proceedings or claim relating to the Owner's business products and services or affairs and shall follow any instructions given by the Owner in relation thereto, but shall not institute, defend, settle or attempt to settle or make any admissions without the Owner's express authority.

4.9 The Sales Agent shall not expressly or by implication in any negotiations with a customer relating to the Owner's products and services describe himself as acting in any capacity for or on behalf of or in relation to the affairs of the Owner other than as a canvassing Sales Agent.

4.10 The Sales Agent is responsible for ensuring that they comply with data protection regulations.

5. Duties and Responsibilities of the Owner

5.1 The Owner shall provide the Sales Agent with a reasonable amount of initial training in the operation of the Owner's products and services sufficient to enable the Sales Agent to understand and explain the products and services to prospective customers.

5.2 The Owner shall provide on-line sales demonstrations to prospective customers as requested by the Sales Agent.

5.3 The Owner shall at all times act dutifully and in good faith in observing and discharging its obligations, responsibilities and duties under this Agreement.

5.4 The Owner shall pay commission to the Sales Agent under the terms of clause 3 of this Agreement. Save for the payment of commission, the Owner shall be under no obligation to reimburse the Sales

Agent for any expenses incurred in the performance of the Sales Agent's duties.

5.5 The Owner may at its absolute discretion carry out its own advertising, marketing or publicity of its products and deal directly with customers in respect of the products and services.

6. Termination

6.1 This Agreement may be terminated without prejudice to clause 2.2 if any of the following circumstances arise:

6.1.1 Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains unremedied for 10 days after notice of such breach has been given by the non-defaulting party.

6.1.2 Where the conduct of the Sales Agent is likely to have a serious or detrimental effect upon the Owner's business, products and services and affairs.

6.1.3 Either party is unable to pay or has no reasonable prospects of paying their debts the amounts or aggregate amounts of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 2006 or enters into a compromise for the benefit of their creditors or being a company becomes subject to an administration order or goes into liquidation or has a receiver of any of its property or assets appointed or ceases or threatens to cease to carry on business.

6.1.4 Where the Sales Agent commits any acts of dishonesty, fraud or theft.

6.2 Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.

7. Force Majeure

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 30 days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

8. Notices

8.1 Any notice given by any of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, first-class post or facsimile transmissions to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the party's to each other.

8.2 Any such notice shall be deemed to be effectively served in the case of service by pre-paid recorded delivery or registered post 48 hours after posting.

9. General

9.1 IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

9.2 The Schedules to this Agreement constitute an integral part thereof.

9.3 Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

9.4 No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

9.5 This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

9.6 Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

10. Jurisdiction

This Agreement shall be construed in accordance with the Laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

For and on behalf of AbodeBooking Limited:

Craig Norris, Director

Schedule

Products and services

The Sales Agent will market, promote and canvass for sales for the following products and services:

- AbodeBooking Basic
- AbodeBooking Standard
- AbodeBooking Ultimate
- AbodeConnect
- Abode Booking Engine in addition to either product/service above

Territory

The geographical area of the customer base of the Sales Agent will be:

- New Zealand
- United Kingdom
- Australia

Commissions

The Sales Agent will receive a commission payment of \$250 in respect of each end user license for AbodeBooking Basic, AbodeBooking Standard and AbodeBooking Ultimate sold and for which the Owner has received the first six payments.

The Sales Agent will receive a commission payment of \$400 in respect of each end user license for AbodeBooking Connect sold and for which the Owner has received the first six payments.