



AGREEMENT

Partner Program Agreement

The terms for BackPro's Referral and Licensee Network partners

VERSION 1.0

OCTOBER 2026

PARTNER PROGRAM TERMS

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Plain-English summary

This summary is to help you read the Agreement. It is not part of the terms. If it differs from the terms, the terms apply.

- Referral partners introduce advice firms. If a firm subscribes, BackPro pays the partner 20% of the subscription fees it receives from that firm for the firm's first 12 months. Usage fees are never included. Payment is quarterly.
- Referral partners must not be an AFS licensee, a licensee's representative or someone who gives financial advice to retail clients. Licensees can instead join the Licensee Network, where their firms get a lower price and nobody is paid.
- Partners must tell each firm in writing that they may be paid, including roughly how much, and the firm must acknowledge it.
- Either party can end the Agreement on 30 days' notice. Shares already earned are always paid.
- Disagreements about a statement can go to an independent accountant. Other disputes go to negotiation, then mediation.

Parties

1. BackPro AI Pty Ltd ABN 25 687 418 140 of 14 Cooksey Avenue, Freshwater NSW 2096 (BackPro).
2. The person named as the Partner in Schedule 1 (Partner).

Background

- A. BackPro provides software that helps Australian financial advisers prepare, check and model advice, including Statements of Advice. BackPro supplies that software to its customers under its Platform Terms.
- B. The Partner works with financial advice firms. The Partner wishes to introduce firms to BackPro, or to make BackPro available to the firms in its network, on the terms of this Agreement.
- C. Financial advice is regulated, including how financial advisers and licensees may be rewarded. The parties intend this Agreement to operate so that no payment or benefit under it is, or could reasonably be expected to be, conflicted remuneration.

1. Definitions and interpretation

1.1 In this Agreement:

Business Day means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

Commencement Date means the date this Agreement is signed by both parties, or the date stated in Schedule 1 if later.

Customer means a Firm that has accepted the Platform Terms and holds a paid subscription to the Platform.

Customer Data means any data, documents or personal information a Customer or its clients put into the Platform.

Demo Account means the not-for-resale account described in clause 7.1(a).

Firm means a business that provides financial product advice to retail clients, including a licensee's authorised representatives and corporate authorised representatives.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act).

Initial Period means for a Referred Customer, the first 12 months of its first paid subscription, starting on the date its first subscription fee is paid.

Licensee means the holder of an Australian financial services licence.

Marks means a party's names, logos, trade marks and branding.

Network Firm means a Firm that is an authorised representative of, or is otherwise listed by, a Licensee Network Partner in Schedule 1 or in a later notice accepted by BackPro.

Platform means BackPro's hosted software and related services, as described at backpro.ai from time to time.

Platform Terms means the terms on which BackPro supplies the Platform to its customers, published at backpro.ai/platform-terms, as updated from time to time.

Program Materials means the descriptions, wording, documents, images and other materials BackPro provides or approves for the Partner to use.

Quarter means each period of three months ending on 31 March, 30 June, 30 September and 31 December.

Referral Share means the amount described in clause 9 and Schedule 2.

Restricted Person means a person who is (a) the holder of an Australian financial services licence; (b) a representative of such a licensee within the meaning of section 9 of the Corporations Act 2001 (Cth), including an authorised representative, an employee or director of the licensee or of a related body corporate, and any other person acting on behalf of the licensee; or (c) a person who provides financial product advice to persons as retail clients. A person that prepares Statements of Advice, Records of Advice or other advice documents for a licensee or its representatives is treated as a Restricted Person.

Referred Customer means a Firm that becomes a Customer and for which the Partner holds a valid Registration under clause 8.

Registration means a registration of a Firm by the Partner that BackPro has accepted under clause 8.

Subscription Fees means the recurring monthly or annual plan fees for the Platform that BackPro actually receives from a Customer, excluding: (a) usage fees of any kind, including fees charged per Statement of Advice, per document, per template build or per AI message; (b) GST; (c) one-off, setup, training or professional services fees; and (d) any amount refunded, credited or written off.

Track means the Referral track or the Licensee Network track, as elected in Schedule 1.

- 1.2** Headings are for convenience only. 'Including' and similar words are not words of limitation. A reference to a law includes any amendment or replacement of it and any regulation or instrument made under it. Amounts are in Australian dollars.

2. Term

- 2.1** This Agreement starts on the Commencement Date and continues for 12 months.
- 2.2** It then renews automatically for further periods of 12 months unless either party gives the other at least 30 days' written notice before the end of the current period that it will not renew.

3. Appointment

- 3.1** BackPro appoints the Partner as a partner in the Track or Tracks elected in Schedule 1, on a non-exclusive basis.
- 3.2** There is no territory and no exclusivity. BackPro may appoint other partners, and may deal with any Firm directly, at any time.
- 3.3** The Partner is an independent contractor. Nothing in this Agreement makes the Partner BackPro's agent, employee, partner (in the legal sense) or joint venturer. The Partner has no authority to make any promise, representation or contract on BackPro's behalf, or to accept any order for BackPro.
- 3.4** BackPro may decide, in its discretion acting reasonably, whether to supply the Platform to any Firm. BackPro sets its own prices and terms for its customers and contracts with each Customer directly under the Platform Terms.
- 3.5** The Partner does not resell the Platform. The Partner must not invoice a Firm for the Platform or collect any money for the Platform on BackPro's behalf.

4. Program tracks

- 4.1** Referral track. The Referral track is open only to a Partner that is not a Restricted Person. Where such a Partner has elected the Referral track, it may introduce Firms to BackPro, and BackPro will pay the Referral Share on Referred Customers under clause 9 and Schedule 2.
- 4.2** Licensee Network track. Where the Partner is a Licensee or a group of Licensees and has elected the Licensee Network track, BackPro will offer Network Firms the network price in Schedule 3 under clause 11. BackPro pays no money to a Licensee Network Partner under that track.
- 4.3** A Restricted Person may not elect the Referral track, and no Referral Share or other payment is made to a Restricted Person under this Agreement. A Licensee may elect the Licensee Network track.

5. Partner obligations

5.1 The Partner must:

- (a) act honestly, professionally and in good faith in all dealings connected with this Agreement;
- (b) describe the Platform only using the Program Materials or wording BackPro has approved in writing, and comply with the conduct rules in Schedule 4;
- (c) not make any statement about the Platform, its features, its results, its compliance with any law or its price that is false, misleading or deceptive, or likely to mislead or deceive;
- (d) not state or imply that the Platform makes advice compliant, guarantees any regulatory outcome, or replaces the judgement of an adviser or licensee;
- (e) comply with all laws that apply to its activities under this Agreement, including the Corporations Act 2001 (Cth), the Australian Consumer Law, the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth), the Privacy Act 1988 (Cth) and any law against bribery or secret commissions;
- (f) hold and maintain any licence, authorisation or registration its activities require;
- (g) keep accurate records of its Registrations, its disclosures under clause 6.4 and its marketing to Firms for at least seven years, and give BackPro copies on reasonable request; and
- (h) tell BackPro promptly in writing if it becomes aware of any complaint, regulatory inquiry or legal claim connected with this Agreement or the Platform.

5.2 The Partner must not:

- (a) offer or give any Firm, adviser or other person any payment, rebate, discount or other benefit in connection with the Platform, other than as this Agreement expressly allows;
- (b) bid on, or buy advertising against, BackPro's Marks or confusingly similar terms in search engines or social media;
- (c) create or register any domain name, business name or social media account that includes BackPro's Marks; or
- (d) access, ask for, or handle any Customer Data, unless a Customer has given the Partner access through the Customer's own account and the Customer remains responsible for that access.

6. Safeguards for a regulated industry

6.1 Eligibility and who may be paid.

- (a) A Partner on the Referral track warrants that, on the Commencement Date and throughout the term, it is not a Restricted Person, and that the declarations it gives in Schedule 1 are true.
- (b) The Partner consents to BackPro checking ASIC's public registers, including the professional register of financial advisers and the registers of licensees and authorised representatives, before and during the term.
- (c) The Partner must tell BackPro in writing within 5 Business Days if it becomes, or becomes likely to become, a Restricted Person. From the day it becomes one, no further Referral Share accrues

to it, and it may move to the Licensee Network track if it is eligible. Referral Share accrued before that day is still paid.

- (d) BackPro pays any amount under this Agreement only to the Partner entity named in Schedule 1, and never to an individual.

6.2 No pass-through to advisers. The Partner must not pass any Referral Share, or any benefit funded by it, to any individual who provides financial product advice to retail clients, or to any Licensee or authorised representative, in a way that could reasonably be expected to influence the financial product advice given to retail clients.

6.3 Nothing tied to advice. No amount under this Agreement is calculated by reference to: (a) any financial product recommended, issued, sold or acquired; (b) funds under management or advice; (c) the number or content of Statements of Advice, Records of Advice or projections produced; or (d) the outcome of any advice. If the Partner is, or is a representative of, a Licensee, the Partner warrants that it has assessed this Agreement against Part 7.7A of the Corporations Act and ASIC Regulatory Guide 246 and is satisfied that it may accept the benefits under it.

6.4 Disclosure to Firms. Before a Firm the Partner has introduced subscribes to the Platform, the Partner must give the Firm a written disclosure, in the form of Schedule 4 or wording no less clear, that states: (a) that BackPro will pay the Partner; (b) how the payment is calculated; (c) an approximate dollar amount for the plan the Firm is considering; (d) that the payment does not change the Firm's price; and (e) that the Partner is not independent of BackPro in recommending it. The Partner must obtain the Firm's written or electronic acknowledgement of the disclosure, keep it for seven years and give BackPro a copy. BackPro is not obliged to pay a Referral Share for a Referred Customer until it holds that acknowledgement.

6.5 No claim of independence. The Partner must not describe itself, in connection with any recommendation of software, as independent, impartial, unbiased, disinterested or anything of like meaning, and is responsible for ensuring that any other description of its business remains lawful while it is party to this Agreement.

6.6 Regulatory change. If either party reasonably considers that a payment or benefit under this Agreement is, or is likely to be, unlawful or conflicted remuneration, it may notify the other. The parties must then consult in good faith for up to 20 Business Days. BackPro may suspend the affected payment or benefit during that time, and either party may terminate the affected Track by notice if the issue cannot be resolved. BackPro is not liable for any amount it does not pay because paying it would be unlawful.

7. BackPro obligations

7.1 BackPro will:

- (a) provide the Partner with a Demo Account for up to 60 days from the Commencement Date, renewable at BackPro's reasonable discretion, for the Partner's own training and demonstrations only. The Demo Account must not be used for any Firm's real client information or for production work;
- (b) provide Program Materials for the Partner's use;
- (c) nominate a named contact for the Partner's Registrations, questions and payments;

- (d) conduct demonstrations, contracting, onboarding, billing and support for Firms the Partner introduces; and
- (e) give the Partner a statement each Quarter under clause 9.3.

8. Registration and credit

- 8.1 To register a Firm, the Partner must send BackPro's named contact, in writing, the information in Schedule 2 item 4 before the Partner's first meeting with that Firm about the Platform.
- 8.2 BackPro will accept or decline a registration within 5 Business Days, and will give written reasons for any decline. BackPro may decline a registration only if, at the time it is received: (a) the Firm is already a Customer, or is in a trial of the Platform; (b) BackPro has had documented contact with the Firm about the Platform in the previous 90 days; (c) another partner holds a current Registration for that Firm; (d) the Firm is a Network Firm of a Licensee Network Partner; or (e) BackPro would not supply the Platform to that Firm for a reason that applies to all prospective customers.
- 8.3 A Registration lasts 90 days from acceptance. If the Firm becomes a Customer within that time, it becomes a Referred Customer. The Partner may ask BackPro to extend a Registration while genuine discussions continue, and BackPro will not unreasonably refuse.
- 8.4 If more than one partner registers the same Firm, the first Registration accepted by BackPro has priority. If there is a genuine dispute, BackPro may ask the Firm which partner introduced it, and that answer is decisive.
- 8.5 BackPro's records of the date and time of registrations, contacts and payments are prima facie evidence of those matters. Either party may show that they are wrong.

9. Referral Share and payment

- 9.1 For each Referred Customer, and subject to clauses 6.1 and 6.4, BackPro will pay the Partner the Referral Share: 20% of the Subscription Fees BackPro receives from that Referred Customer for its Initial Period.
- 9.2 No Referral Share is payable for a Referred Customer that itself cancels its subscription, or is refunded at its own request, within 90 days after its first subscription fee is paid, unless the cancellation or refund results from BackPro's breach of the Platform Terms or BackPro's decision to stop supplying that Customer. If BackPro has already paid a Referral Share for that Customer, BackPro will give the Partner an itemised recipient-created adjustment note, and may deduct the amount under clause 9.8 or the Partner must repay it within 30 days of a written request.
- 9.3 Within 15 Business Days after the end of each Quarter, BackPro will give the Partner a statement listing each Referred Customer, the Subscription Fees BackPro received from it in the Quarter and the Referral Share for the Quarter.
- 9.4 BackPro will pay the Referral Share shown in a statement within 30 days after the end of the Quarter to which it relates, by electronic funds transfer to the account in Schedule 1. If the amount owing for a Quarter is less than \$50, BackPro may carry it forward to the next Quarter.

- 9.5** If a Customer later pays Subscription Fees that relate to an earlier Quarter in the Initial Period, the Referral Share on them is included in the statement for the Quarter in which BackPro receives them.
- 9.6** Each statement will show, for each Referred Customer, the invoices paid in the Quarter and the calculation. The Partner may dispute a statement by written notice within 60 days of receiving it, giving reasons. Once a year, on 20 Business Days' notice, the Partner may ask for reasonable supporting records for its statements. If a dispute about a calculation is not resolved within 20 Business Days, either party may refer it to an independent chartered accountant agreed by the parties (or, failing agreement, nominated by the President of Chartered Accountants Australia and New Zealand), acting as an expert and not an arbitrator. The expert's determination is binding on the calculation except for manifest error. BackPro pays the expert's fees if the determination is in the Partner's favour by more than 5%; otherwise the parties share them equally. A statement not disputed within 60 days is taken to be accepted, except for fraud or manifest error.
- 9.7** The Referral Share is the only amount BackPro pays the Partner. The Partner bears its own costs.
- 9.8** Either party may set off against an amount it owes the other under this Agreement any amount that is due, undisputed and liquidated and that the other owes it under this Agreement, after giving at least 10 Business Days' written notice that itemises the amounts.

10. GST, tax invoices and ABN

- 10.1** Amounts in this Agreement exclude GST. If GST is payable on a supply by the Partner under this Agreement, BackPro will pay an additional amount equal to that GST, at the same time as the Referral Share.
- 10.2** Recipient-created tax invoices. This clause is an agreement for the purposes of section 8 of the A New Tax System (Goods and Services Tax) (Recipient Created Tax Invoice) Determination 2023 (the RCTI Determination). It applies to the taxable supplies of referral services the Partner makes to BackPro under this Agreement, while it is current.
- (a) BackPro acknowledges that it is registered for GST, and the Partner acknowledges that it is registered for GST, when each enters into this Agreement (unless Schedule 1 states that the Partner is not registered, in which case clause 10.4 applies instead of this clause 10.2).
 - (b) BackPro may issue recipient-created tax invoices (RCTIs) for those supplies, and will issue each RCTI, or a recipient-created adjustment note, within 28 days after determining the value of the supply or adjustment.
 - (c) The Partner will not issue tax invoices for those supplies.
 - (d) The Partner will notify BackPro if it ceases to be registered for GST, and BackPro will notify the Partner if BackPro ceases to be registered for GST.
 - (e) Each RCTI will be titled 'Recipient created tax invoice' and will contain the information the GST Act requires, including both parties' ABNs.
 - (f) Each party will keep the RCTIs and adjustment notes for at least five years, and BackPro will comply with the RCTI Determination.
- 10.3** ABN. The Partner must give BackPro its ABN before any payment is made. If it does not, and no exception under the tax law applies, BackPro must withhold from each payment the amount the tax

law requires (currently the top marginal rate plus the Medicare levy) and pay it to the Australian Taxation Office.

- 10.4** Partners not registered for GST. If Schedule 1 states that the Partner is not registered for GST, no GST is added, BackPro will give the Partner a payment statement (which is not a tax invoice) with each payment, and the Partner must tell BackPro within 10 Business Days if it becomes registered, after which clause 10.2 applies.
- 10.5** The Partner is responsible for its own income tax and other taxes on amounts it receives.

11. Licensee Network pricing

- 11.1** BackPro will offer each Network Firm a subscription at the network price in Schedule 3. Each Network Firm contracts with and pays BackPro directly under the Platform Terms.
- 11.2** The network discount applies to Subscription Fees only. It does not apply to usage fees or other charges.
- 11.3** BackPro will work out the applicable step on the first day of each Quarter, from the number of Network Firms that are Customers with a paid subscription on that day, and the new price applies from that day.
- 11.4** BackPro pays no rebate, commission, fee or other amount to the Licensee Network Partner. The benefit is the lower price offered to Network Firms.
- 11.5** Before the network price is first offered, the Licensee Network Partner must sign the confirmation in Schedule 5.
- 11.6** The network price is never conditional on any financial product, product issuer or approved product list, on the advice any Network Firm gives, or on any Network Firm using any particular part of the Platform.
- 11.7** The Licensee Network Partner must nominate a compliance lead for the rollout. The Licensee Network Partner does not obtain access to any Network Firm's account or Customer Data through this Agreement. Any access must be granted by the Network Firm through its own account.

12. Marks and Program Materials

- 12.1** BackPro grants the Partner a non-exclusive, non-transferable, royalty-free licence during the term to use BackPro's Marks and the Program Materials in Australia, only to promote the Platform under this Agreement and only in accordance with BackPro's brand guidelines and reasonable written directions.
- 12.2** The Partner must not change the Program Materials without BackPro's prior written approval, which BackPro will not unreasonably withhold or delay.
- 12.3** With the Partner's prior written consent, BackPro may name the Partner and display the Partner's Marks as a BackPro partner on its website and in its materials.

13. Marketing, spam and privacy

- 13.1 Each party must comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles in relation to personal information it handles under this Agreement, whether or not it would otherwise be exempt as a small business.
- 13.2 The Partner must only send commercial electronic messages about the Platform to people who have consented to receive them, and each message must identify the Partner as the sender and include a functional unsubscribe facility.
- 13.3 The Partner may only give BackPro the personal information of an individual at a Firm if that individual has agreed to it, and BackPro may only give the Partner personal information about a Firm's staff with their agreement.
- 13.4 Each party must notify the other within 72 hours after becoming aware of any actual or suspected unauthorised access to, disclosure of or loss of personal information provided by the other under this Agreement, and must cooperate reasonably so that each party can meet its obligations, including under Part IIIC of the Privacy Act 1988 (Cth).
- 13.5 Nothing in this Agreement entitles the Partner to receive Customer Data.

14. Confidentiality

- 14.1 Each party must keep confidential, and use only for the purposes of this Agreement, any information the other party discloses to it that is marked confidential or that a reasonable person would understand to be confidential, including BackPro's pricing, product plans and the terms of this Agreement.
- 14.2 Clause 14.1 does not apply to information that is or becomes public other than through a breach of this Agreement, that the recipient already lawfully knew, or that it must disclose by law or to its professional advisers, in which case it must, where lawful, tell the other party first.

15. Intellectual property and feedback

- 15.1 BackPro owns, and keeps, all intellectual property in the Platform, its Marks and the Program Materials. Nothing in this Agreement transfers any of it to the Partner.
- 15.2 If the Partner gives BackPro suggestions or feedback about the Platform, BackPro may use them without restriction or payment.

16. Warranties

- 16.1 Each party warrants that it has full power and authority to enter into and perform this Agreement.
- 16.2 The Partner warrants that the information in Schedule 1 is correct and that it will keep it up to date.
- 16.3 The Partner acknowledges that BackPro gives no warranty to the Partner about the Platform. BackPro's commitments about the Platform are made to its customers in the Platform Terms.

17. Liability

- 17.1** Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the Australian Consumer Law or any other law that cannot lawfully be excluded or limited.
- 17.2** Subject to clause 17.1, neither party is liable to the other for any loss of profit, revenue, data or opportunity, or for any indirect or consequential loss, arising out of or in connection with this Agreement.
- 17.3** Subject to clauses 17.1 and 17.4, each party's total liability to the other arising out of or in connection with this Agreement is limited to the greater of \$10,000 and the total Referral Share paid or payable under this Agreement in the 12 months before the event giving rise to the liability.
- 17.4** The limits in clauses 17.2 and 17.3 apply equally to both parties. They do not apply to liability for: (a) breach of clause 13 or 14; (b) infringement of the other party's intellectual property; or (c) fraud, wilful misconduct or personal injury. Liability under clause 18 is limited as set out in clause 18.4.
- 17.5** Nothing in this clause 17 limits BackPro's obligation to pay Referral Share that has accrued under clause 9.

18. Indemnity

- 18.1** The Partner indemnifies BackPro against any loss, cost (including reasonable legal costs) or liability BackPro suffers because of a claim by a third party, or a regulatory penalty, arising from: (a) any statement the Partner makes about the Platform other than in the Program Materials or approved wording; (b) the Partner's breach of clause 5, 6 or 13; or (c) the Partner's negligent, unlawful or fraudulent acts or omissions.
- 18.2** BackPro indemnifies the Partner against any loss, cost (including reasonable legal costs) or liability the Partner suffers because of a claim by a third party arising from: (a) a claim that the Partner's use of BackPro's Marks or the Program Materials in accordance with this Agreement infringes a third party's intellectual property rights; (b) any statement in the Program Materials being false or misleading; or (c) BackPro's breach of clause 13.
- 18.3** A party's liability under an indemnity is reduced to the extent the other party caused or contributed to the loss. The party seeking to rely on an indemnity must notify the other promptly, take reasonable steps to mitigate its loss, allow the other to conduct the defence at its own cost, and not settle the claim without the other's consent (not to be unreasonably withheld).
- 18.4** Each party's total liability under this clause 18 is limited to twice the amount in clause 17.3, except for fraud or wilful misconduct.

19. Non-solicitation

- 19.1** During the term and for 6 months after it ends, neither party will directly solicit for employment any employee of the other party with whom it had material contact under this Agreement, without the

other's consent. This does not prevent either party hiring a person who responds to a general advertisement.

20. Termination

- 20.1** Either party may terminate this Agreement for any reason by giving the other at least 30 days' written notice.
- 20.2** Either party may terminate this Agreement immediately by written notice if the other party: (a) commits a material breach that cannot be remedied; (b) fails to remedy a material breach within 20 Business Days after receiving notice of it; or (c) becomes insolvent, enters administration, liquidation or receivership, or makes an arrangement with its creditors.
- 20.3** BackPro may terminate this Agreement immediately by written notice if the Partner breaches clause 6 or makes a false or misleading statement about the Platform, or if continuing would, in BackPro's reasonable opinion, expose BackPro to a breach of law.
- 20.4** On termination or expiry:
- (a) all Registrations that have not become Referred Customers lapse;
 - (b) unless BackPro terminated under clause 20.2 or 20.3, BackPro will continue to pay the Referral Share for Referred Customers for the remainder of their Initial Period, on the terms of clause 9;
 - (c) if BackPro terminated under clause 20.2 or 20.3, Referral Share accrued up to the termination date is still paid, and none accrues after it, except that BackPro may withhold Referral Share for any Referred Customer affected by a breach of clause 6;
 - (d) network pricing for existing Network Firm subscriptions continues for 90 days, after which BackPro's standard prices apply unless the parties agree otherwise;
 - (e) the Partner must stop using BackPro's Marks and the Program Materials, and must stop describing itself as a BackPro partner; and
 - (f) each party must return or destroy the other's confidential information and personal information, except as the law requires it to keep.
- 20.5** Clauses 6, 9 (for amounts accrued or payable under clause 20.4), 10, 13 to 15, 17, 18, 20.4, 23 and 26 survive termination or expiry.

21. Competition law

- 21.1** Nothing in this Agreement restricts the Partner's freedom to set the prices of its own goods or services, or to deal with any other software supplier. The parties do not agree to divide customers or markets between them.

22. Insurance

- 22.1** The Partner must hold, during the term, public liability insurance and, if it provides professional services to Firms, professional indemnity insurance, each with a reputable insurer and for amounts appropriate to its business, and must give BackPro evidence of that insurance on request.

23. Disputes

- 23.1** A party claiming that a dispute has arisen under this Agreement must give the other written notice of it. Senior representatives of the parties must then meet, in person or by video, within 10 Business Days to try to resolve it in good faith.
- 23.2** If the dispute is not resolved within 20 Business Days of the notice, either party may refer it to mediation administered by the Resolution Institute, with costs of the mediator shared equally.
- 23.3** This clause does not prevent a party seeking urgent interlocutory relief.

24. Changes to this Agreement

- 24.1** This Agreement may only be varied in writing signed by both parties.
- 24.2** BackPro may propose changes to Schedule 2, 3 or 4 by giving the Partner at least 60 days' written notice. A change takes effect at the end of that period unless the Partner gives written notice that it does not accept the change, in which case the Partner may terminate this Agreement on 30 days' written notice and the existing Schedules apply until termination. A change never reduces the Referral Share for Referred Customers whose Registration was accepted before the change takes effect, applies only to Registrations accepted after it takes effect, and must be accompanied by BackPro's reasons. The Partner incurs no fee or penalty if it terminates under this clause.

25. Notices

- 25.1** Notices must be in writing and sent by email to the addresses in Schedule 1 (or as updated by notice). A notice sent by email is received when it enters the recipient's information system, unless the sender receives an automated message that it was not delivered, or it is received after 5 pm or on a day that is not a Business Day, in which case it is received at 9 am on the next Business Day.

26. General

- 26.1** Entire agreement. This Agreement is the entire agreement between the parties about its subject matter.
- 26.2** Assignment. Neither party may assign or novate its rights or obligations without the other's written consent, not to be unreasonably withheld, except that BackPro may assign this Agreement to a purchaser of all or substantially all of its business on notice to the Partner.

- 26.3** Subcontracting. The Partner must not engage any other person to promote the Platform on its behalf without BackPro's prior written consent, and remains responsible for anyone it engages.
- 26.4** Severance. If any provision is void, unenforceable or illegal, it is read down to the extent necessary, or severed, and the rest of this Agreement continues.
- 26.5** Waiver. A failure or delay in exercising a right is not a waiver of it.
- 26.6** Counterparts and electronic signature. This Agreement may be signed in counterparts and electronically.
- 26.7** Australia. This Agreement is for partners that carry on business in Australia. Any partner outside Australia needs a separate agreement.
- 26.8** Governing law. This Agreement is governed by the law of New South Wales, Australia, and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

Signing

Signed for BackPro AI Pty Ltd ABN 25 687 418 140 by its authorised signatory

Signed for the Partner by its authorised signatory

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE 1 • PARTNER DETAILS AND TRACK

Item	Details
Partner legal name	
ABN	
Registered for GST?	Yes / No (if No, clause 10.4 applies)
Declaration (Referral track): the Partner is not an AFS licensee	True / False
Declaration: the Partner is not an authorised representative, or an employee or director of a licensee or its related body corporate	True / False
Declaration: the Partner does not act on behalf of a licensee, prepare advice documents for a licensee or its representatives, or give financial product advice to retail clients	True / False
ASIC registers checked by BackPro (date and result)	
Address	
Contact name and role	
Notice email (Partner)	
Notice email (BackPro)	backpro@backpro.ai
BackPro named contact	
Track(s) elected	Referral / Licensee Network
Licensee Network track only: AFS licence number	
Network Firms (Licensee Network track only)	Listed in an attached schedule
Bank account for payments (BSB, account number, account name)	
Commencement Date (if later than signing)	

SCHEDULE 2 • REFERRAL TRACK

Item	Term
1. Referral Share	20% of the Subscription Fees received from each Referred Customer
2. Period	The Referred Customer's Initial Period: its first 12 months of paid subscription
3. Excluded	All usage fees (including per-SoA, per-document, per-template-build and per-message fees), GST, one-off and services fees, refunds and credits
4. Registration	Firm legal name, ABN, contact name and role, the Partner's relationship with the Firm, and the date of the planned first meeting, sent in writing to BackPro's named contact before that meeting
5. Protection	90 days from acceptance of the Registration
6. Clawback	No Referral Share if the Referred Customer cancels or is refunded within 90 days of its first payment
7. Statements	Quarterly, within 15 Business Days after the end of each Quarter
8. Payment	Quarterly in arrears, within 30 days after the end of each Quarter; amounts under \$50 may be carried forward
9. Tax invoices	Recipient-created tax invoices issued by BackPro (clause 10.2)

Worked example (excluding GST): a Referred Customer on a plan of \$399 a month pays \$1,197 in Subscription Fees in a Quarter. The Referral Share for that Quarter is \$239.40. Across its Initial Period, at the same price, the Referral Share is \$957.60.

SCHEDULE 3 • LICENSEE NETWORK TRACK

Network Firms that are paying Customers on the first day of the Quarter	Discount on each Network Firm's Subscription Fees
Fewer than 10	None (BackPro's published price)
10 to 24	10%
25 to 49	15%
50 or more	20%

The discount applies to Subscription Fees only, is applied by BackPro on each Network Firm's invoice, and is never paid to the Licensee Network Partner (clause 11.4).

SCHEDULE 4 • CONDUCT RULES AND CLIENT DISCLOSURE

Conduct rules

- Describe BackPro as software that helps advisers check and draft advice. The adviser keeps the judgement and the sign-off.
- Say an SoA is 'compliance-checked' by BackPro. Never say BackPro makes advice 'compliant', 'ASIC-approved' or guarantees any outcome.
- Use only published figures and client results that BackPro has approved for use, with their source.
- Do not describe BackPro's security, hosting or certifications beyond what is published at backpro.ai/security.
- Tell every Firm you have a professional relationship with that you may be paid for the referral (template below).
- Do not offer a Firm, or anyone at it, any gift, rebate or other benefit to choose BackPro.

Client disclosure template

We have a referral arrangement with BackPro AI Pty Ltd. If your firm subscribes to BackPro after we introduce you, BackPro will pay [Partner name] 20% of the subscription fees your firm pays BackPro for its first 12 months. On the [plan name] plan at [price] a month, that is about [amount] in total, excluding GST. This does not change the price you pay. We are not paid anything based on the advice you give, the products you recommend or how many documents you produce. Because we are paid if you subscribe, we are not independent in recommending BackPro. You are free to choose any software, or none.

Acknowledged for [Firm name] by [name, role] on [date].

SCHEDULE 5 • LICENSEE CONFIRMATION

To be signed by an authorised officer of the Licensee Network Partner before network pricing is first offered (clause 11.5).

1. We have assessed the network pricing arrangement against Part 7.7A of the Corporations Act 2001 (Cth), ASIC Regulatory Guide 246 and our conflicts management arrangements under s912A(1)(aa) and ASIC Regulatory Guide 181.
2. We receive no payment from BackPro under this arrangement, and we will not pass any benefit from it to an individual adviser in a way that could reasonably be expected to influence the advice given to retail clients.
3. Each Network Firm is free to choose whether to subscribe to BackPro.
4. We will make any disclosure of this arrangement that the law requires, including in our Financial Services Guide if required.
5. We have recorded this arrangement in our conflicts register, and we will tell our representatives in writing that we receive nothing from BackPro, what the network price steps are, and that taking up BackPro is their choice.
6. No part of this arrangement depends on any financial product, product issuer or approved product list.

Licensee name and AFSL	Officer name and title	Signature and date
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