

Bremer River Digital Marketing Referral Agreement

Business: Bremer River Digital Marketing

hello@bremerriverdigital.com

Terms

Referral Agreement

This Referral Agreement ("Agreement") is entered into between Bremer River Digital Marketing ("Company") and the undersigned Referring Party ("Referrer").

The Purpose

The purpose of this Agreement is to provide a framework under which the Referrer can refer potential clients to the Company in exchange for a referral fee as outlined in this Agreement.

Definitions

Standard Services: Includes Digital Marketing Services Included but not limited to: Search Engine Optimisation, Pay-Per-Click Advertising, Social Media Advertising, Social Media Management, Email Marketing, Branding, Website Design and Development.

Referral Bonus

Standard Services: AUD \$150 per service(if one client signs up, but signs up for two services you would be entitled to \$300), payable upon full payment receipt of the set-up fee and first months invoice from the referred client.

Design Services: The referral bonus varies for design services and will be based off the quote.

Referral Conditions

- a) Referrals must be made through your Bremer River Digital Dashboard.
- b) Referral bonuses are paid after full payment receipt from the client.
- c) Referral claims for the same client or service will be honoured first-come-first-serve.
- d) Accurate and complete client information must be provided.
- e) When we call the referred business, they must expect our call.

Referral Payment

Referral bonuses are paid via direct transfer within 7 days after receipt of referred client payment.

Term & Termination

This Agreement remains effective until terminated by either party with 30 days' written notice via email to leah@bremerriverdigital.com. Pending referral bonuses at the time of termination will be honoured.

Non-Solicitation

For the duration of this Agreement and for twelve (12) months thereafter, the Referrer agrees not to solicit business from clients referred to the Company for the purpose of Digital Marketing Services.

Confidentiality

Both parties maintain confidentiality of information during the Agreement and for five (5) years thereafter.

Dispute Resolution

Any dispute arising from this Agreement will first be attempted to be resolved through mediation. If unsuccessful, parties agree to binding arbitration in Queensland, Australia.

Warranties and Representations:

Both parties warrant the authority to enter this Agreement and will comply with all applicable laws.

Exclusivity with the Bremer River Digital Marketing

During the term of this Agreement, the Referrer agrees not to collaborate with, refer clients to, or engage in similar referral activities with any other marketing agency that offers services similar to those provided by the Company. This clause is in place to ensure the Company's interests are prioritised and to prevent any potential conflicts of interest or dilution of the Referrer's efforts.

Indemnification

The Referrer shall indemnify the Company against any claims arising from their breach or misrepresentation under this Agreement.

Governing Law

This Agreement is governed by Australian laws.

Amendments

Any changes must be in writing and signed by both parties.

Entire Agreement:

This Agreement supersedes prior agreements relating to its subject matter.

Data Security and Privacy

- a) Protection of Data: Both parties agree to implement appropriate technical and organisational measures designed to secure and protect any personal data or proprietary information against unauthorised access, damage, loss, or disclosure.
- b) Compliance with Laws: Both parties shall comply with all applicable data protection and privacy laws and regulations in Australia, including the Australian Privacy Principles under the Privacy Act 1988 (Cth).
- c) Breach Notification: In the event of a data breach or suspected breach concerning personal data or proprietary information shared under this Agreement, the affected party shall promptly notify the other party. The notifying party shall provide details of what data has been affected and the actions being taken to mitigate any potential harm.
- d) Data Use: Unless otherwise agreed, neither party shall use the other's data or information for any purpose other than fulfilling the obligations under this Agreement. No data or information shall be shared, sold, or disclosed to third parties without the express written consent of the owner of the data.
- e) Data Retention and Destruction: Upon the termination of this Agreement or upon request, each party agrees to destroy or return any personal data or proprietary information obtained from the other party, unless legally required to retain such data.

Handling of Bank Details

- a) Submission and Storage: Should the Referrer need to provide bank details to the Company for the purpose of receiving referral bonuses or for any other approved reason, such details should be submitted using a secure and agreed-upon method. Once received, bank details will be stored securely and in compliance with relevant data protection and banking regulations.
- b) Usage: The Company will only use the provided bank details for the explicit purpose for which they were shared, primarily for the transfer of referral bonuses or any other agreed-upon transactions.
- c) Disclosure: Under no circumstances will the Company share, sell, or disclose the Referrer's bank details to any third party, except where required by law or with the express written consent of the Referrer.
- d) Protection: The Company commits to implementing stringent security measures to safeguard the Referrer's bank details against unauthorised

access, alteration, or disclosure. This includes using encryption, secure servers, and regular security audits.

e) Deletion or Return: Upon termination of this Agreement or upon the Referrer's request, the Company will promptly delete or return all bank details, unless there's a legal obligation to retain them for a specified period.

Use of QuickBooks for Data Storage:

a) Data Storage on QuickBooks: The Company utilises QuickBooks, a third-party accounting software, to store and manage customer data, including the Referrer's bank details, for the purposes of this referral program and related transactions.

b) Data Protection Compliance: QuickBooks has its own data protection and security measures in place, which are designed to safeguard user data. The Company has taken steps to ensure that the usage of QuickBooks is in compliance with Australian data protection and privacy laws.

c) Limited Access: Only authorised personnel within the Company have access to the data stored on QuickBooks, and such access is restricted to what is necessary for executing transactions or managing the referral program.

d) Data Usage: Data stored on QuickBooks, including bank details, will solely be used for the intended purpose of processing payments and managing the referral program. It will not be shared with third parties, sold, or used for other unrelated purposes without the Referrer's explicit consent.

e) Transparency: By entering into this Agreement, the Referrer acknowledges and consents to the Company's usage of QuickBooks for the aforementioned purposes. If the Referrer has concerns or requires further information about the storage and handling of their data on QuickBooks, they are encouraged to contact the Company directly.

Signatures

This contract may be signed by selecting I agree with Bremer River Digital Marketing Referral Agreement via the selection square on landing page website <https://bremerriverdigital.com/partner-application-form/>