

REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is contains the complete terms and conditions between us, between Mafematica Pty Ltd ABN 30 167 364 552 (Mafematica) of Level 4, 11 York Street, Sydney in the State of NSW and you, regarding your application to and participation in, the Mafematica Affiliate Program (the "Affiliate Program") as an affiliate of Mafematica (an "Affiliate), and the establishment of links from your website to our website, <https://www.mProjections.com.au>. MProjections is a registered trading name of Mafematica Pty Ltd.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THE MAFEMATICA TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS

Purpose. Mafematica is in the business of providing digital financial services. Mafematica wishes to provide **Affiliate** and through them their clients (as appropriate) with access to Mafematica’s services, platforms or software (**Services**).

1. **Referral Arrangement.** Upon the Effective Date of this Agreement, Affiliate may, from time to time, provide Mafematica’s services to Affiliate’s clients/customers, or refer those clients/customers to Mafematica. Mafematica will pay Affiliate a referral fee for the use of such services or referrals.
2. **Compensation.** Mafematica shall pay Affiliate a referral fee of 15% of the fees it receives from Affiliates clients/customers for the use of Mafematica’s services, or for of the fees Mafematica receives for each successful referral.
3. **Payments code.** Affiliate must apply a code to each of Affiliate’s clients that elects to use the Mafematica service to enable identification for payment by Mafematica.
4. **Mafematica shall provide** Affiliate with a payments system for the code to be registered with Mafematica
5. **Invoicing and Payments.** Mafematica shall account to Affiliate monthly the total of fees received from Affiliate’s clients/customers, after which Affiliate will invoice Mafematica in accordance with this agreement. Mafematica will pay Affiliate within thirty (30) days of receipt of Affiliates invoice.
6. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue for indefinitely unless terminated in accordance with this

agreement, and may be extended by mutual agreement. Mafematica may amend the Agreement from time to time and shall advise the Affiliate by email of the change.

7. **Promotion.** Affiliate agrees to promote Mafematica's services to clients/customer both potential and existing, however neither Mafematica nor Affiliate will use the name or branding of the other in publicity or advertisements without the consent of the other party. The Parties will use their best endeavors to ensure that all communications, advertising and marketing materials produced by them and relating to the Services does not contain information that is inaccurate, incomplete, false, misleading or deceptive.

8. **Confidentiality.** The Parties agree to keep the details of the Agreement confidential. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

The parties agree to keep confidential information about the other party's intellectual property, business dealings and communication between the parties.

Each party must not use the other party's Confidential Information to commercially disadvantage the other party in any business activity related to the Confidential Information or use the Confidential Information to compete with or assist others to compete.

9. **Intellectual Property.** The Parties agree that all existing intellectual property is owned by Mafematica and the Affiliate individually and respectively.

10. **Dispute Resolution.** A Party must not commence any legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in relation to this Agreement unless it has first complied with the succeeding provisions of this clause.

9.1 The Party claiming that a Dispute has arisen must give notice in writing to the other Party with detailed particulars of the Dispute (Notice of Dispute').

9.2 Within fifteen (15) days of receipt of a Notice of Dispute, the Parties shall meet to resolve the Dispute unless the Parties agree to resolve the Dispute without the need for a meeting.

9.3 If the Dispute is not resolved then a legal practitioner with at least five (5) years standing or an accredited mediator shall be appointed by agreement of the Parties or, failing agreement, by the President for the time being of the Law

Society of New South Wales, as a mediator for the purposes of assisting to resolve the Dispute.

9.4 The Parties agree that the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.

9.5 The costs of the mediation will be borne by the Parties equally, including the fees of the mediator.

11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the law and jurisdiction of New South Wales.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
15. **General**
 - 14.1 This Agreement may only be varied with the written consent of each party.
 - 14.2 In performing this Agreement, the Parties agree to act reasonably and in good faith.
 - 14.3 Notwithstanding anything contained in this Agreement, the obligations of clauses 3, 4 and 7 are continuing obligations and do not cease on the completion, expiry or termination of this Agreement.
 - 14.4 Each Party must promptly execute all documents and do everything necessary, desirable or reasonably required in order to give full effect to the provisions of this Agreement.

14.5 Unless expressly authorized in this Agreement no Party may assign the requirements, benefits, rights or powers under this Agreement without the consent in writing of the other Party.

14.6 This Agreement is not intended nor shall be construed as creating any exclusive arrangement between the Parties. This Agreement shall not restrict the Parties from acquiring similar, equal or like services from other entities or sources.

14.7 Nothing in this Agreement stated or implied shall be interpreted or construed as constituting a partnership or principal/agent relationship between the Parties.
