



Referral Partner Agreement

1. Partner Details

Registered Legal Entity Name

ABN

Entity Address

State

Postcode

Country

Commencement Date

This is the date your Application is accepted by OFX.

Referral Fee Percentage (% of Gross Revenue)

2. Partner Representative

Full Name

Email

Telephone

☐

By clicking the tick-box, you confirm that you have read the terms and conditions set out below, that you understand them and that you agree to be bound by them

3. OFX Representative

Full Name

Email

4. Additional Information

How will you promote OFX?

What is your business activity?

How many unique users visit your site each month?

List all domains and/or mobile apps on which you plan to promote OFX

What types of products or services are offered on those websites/and or apps?



5. Payment Account Details

Currency Sending to Account

Full Account Name

Bank Name

BSB

Swift / BIC

Account Number

Bank Branch Name (i.e. Suburb or Town)

Country Account held in

Intermediary (Correspondent) Bank (if applicable)

6. Bank Address Details

Bank Address

State

Postcode

Country



Background

- A. OFX provides money transfer services that allow users to exchange one currency for another and to make international payments ("Services").
- B. OFX and the Referral Partner (collectively, the "**Parties**") desire to enter into a relationship under which the Referral Partner will refer Customers to OFX pursuant to these Terms.

It is Agreed

1. Overview of Referral Partner Program

1.1 Application

You must submit to OFX a complete and accurate application detailing, amongst other things, your entity, your business activity, the types of products or services you offer, the domain names and/or mobile apps on which you intend to display or otherwise use the Referral Link and your contact and bank details ("**Application**"). You must ensure that all information in your Application or otherwise provided to OFX is up to date, correct and not misleading. After receiving your Application, OFX will evaluate the Application and notify you of whether it has been accepted or rejected. OFX reserves the right to reject any Application for any reason, however please contact us if you have any questions regarding the process.

1.2 Referral Partner Link

If your Application is approved, OFX will provide you with a unique Referral Partner Link which OFX will use to identify the Customers that you have referred to the OFX Website.

1.3 OFX Rights

OFX reserves the right to reject any Customer or transaction that does not comply with OFX policies and procedures or any applicable laws and may cancel or refund a transaction at any time.

1.4 No Exclusivity

The arrangement between the Parties is not exclusive and OFX may appoint other referral partners who will perform similar referral services for OFX.

1.5 Referral Determination

Only one referral partner may obtain a Referral Fee for each customer. OFX will use cookies to identify Customers referred to the OFX Website from the Referral Partner Link. OFX Website cookies are valid for 30 days from the last visit to the OFX Website via a Referral Partner Link. The Referral Fee will be paid to the referral partner whose Referral Link placed the most recent cookie prior to the registration of the customer on the OFX Website.

2. Payments to Partner

2.1 Entitlement to Referral Fee

Subject to the terms of this Agreement, OFX will pay to you a Referral Fee for each Qualifying Transaction conducted by a Customer, calculated in accordance with clause 2.2.

2.2 Referral Fee Calculation

The Referral Fee is calculated as the Referral Fee Percentage times the Gross Revenue generated from each Qualifying Transaction. Subject to clause 8.3, a Referral Fee is payable for a period of 24 months only from the date of the first Qualifying Transaction by the relevant Customer, after which period no further Referral Fees will be payable in respect of that Customer.

2.3 Payment of Referral Fee

Referral Fees are payable within 20 Business Days from the last day of the following month once the Base Threshold is accrued in any given month. If the Referral Fees in any calendar month are less than the Base Threshold, the amount will be rolled over month-to-month until the Base Threshold is achieved. The Referral Fee will be paid into the bank account referred to in the Schedule or as otherwise notified by you to OFX in writing. If these Terms are terminated for any reason, OFX will pay to you any Referral Fees (if applicable) owed at termination no later than 20 Business Days after the last day of the month following the effective date of termination.

2.4 GST Inclusive

All payments made to you in accordance with these Terms and Conditions are inclusive of GST and any other taxes, levies, costs, charges or fees.



2.5 Recipient Created Tax Invoice

OFX and the Referral Partner agree that:

- (a) OFX will issue tax invoices ("**Recipient Created Tax Invoices**") in respect of supplies made by the Referral Partner to OFX under these Terms;
- (b) the Referral Partner will not issue tax invoices in respect of those supplies;
- (c) the Referral Partner acknowledges that it is registered for GST and that it will notify OFX if it ceases to be registered;
- (d) OFX acknowledges that it is registered for GST and that it will notify the Referral Partner if it ceases to be registered for GST or if it ceases to satisfy any of the requirements necessary for it to be entitled to issue Recipient Created Tax Invoices in respect of supplies made by the Referral Partner under these Terms;
- (e) OFX must not issue a document that would otherwise be a Recipient Created Tax Invoice on or after the date when OFX or the Referral Partner has failed to comply with any applicable requirements of the Commissioner of Taxation in respect of Recipient Created Tax Invoices;
- (f) OFX indemnifies the Referral Partner for any liability for GST and penalty that may arise from an understatement by OFX, on a tax invoice it issues, of the GST payable on any of the specified supplies received;
- (g) the Partner indemnifies OFX for any liability for GST and penalty that may arise from Referral Partner's breach or non-compliance with sub-clauses (b) or (c); and
- (h) OFX agrees that it will provide a Recipient Created Tax Invoice at the same time as payments are made to the Referral Partner under this clause 2.

3. Referral Partner Home Page

3.1 Username / Password and Statistics

OFX may from time to time provide you with a username and password to access a secure section of the OFX website where Referral Partners may access information about the Referral Partner Program, including general statistics and data and traffic volume ("**Referral Partner Home Page**").

3.2 Not Binding

Information contained on the Referral Partner Home Page is indicative only and not binding on OFX. You should not rely on any information on the Referral Partner Home Page without first having received confirmation in writing from OFX. You also acknowledge that OFX will not provide information identifying particular Customers.

4. Partner Obligations

4.1 Comply with Laws

The Referral Partner will comply with, and will ensure that its directors, officers, employees, subcontractors and agents comply with, all relevant laws in all relevant jurisdictions in relation to recommending or offering the Services to its Customers. For the avoidance of doubt, this includes:

- (a) the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and any other similar or equivalent legislation applicable in all jurisdictions in which the Referral Partner operates; and
- (b) the Fair Trading Act 1987 (NSW) which includes provisions which require the Referral Partner to take reasonable steps to make consumers aware of any commission or referral arrangements where the Referral Partner receives a financial incentive from OFX.

4.2 OFX Target Market Determination

The Referral Partner must comply with the distribution conditions, if any, set out in the any applicable OFX Target Market Determination including notifying OFX in writing at customer.service@ofx.com as soon as practicable of all complaints or concerns raised by Customers in relation to the Services.

4.3 Operative Referral Partner Link

It is your responsibility to ensure the proper and continuing operation of the Referral Partner Link to direct Customers to the OFX Website. You must notify OFX if the Referral Partner Link ceases to function properly.

4.4 No Representations

The Referral Partner must not to make any representations, promises, warranties or other statements about OFX, its Group Companies, or the OFX Website, products, Services, or policies other than those expressly approved in writing by OFX. The Referral Partner must not offer or give any impression to users of the Referral Partner Website that the Referral Partner is itself performing the Services or any similar services. The Referral Partner Website must not in any way copy, resemble, or mirror the look and feel of the OFX Website or give the impression that the Referral Partner Website is the OFX Website or any part of the OFX Website, including framing the OFX Website in any manner.



4.5 Notify OFX

You must notify OFX in writing as soon as practicable if any information provided in your Application is no longer correct, including if your business activities change or there is a change to the products or services you offer.

5. Marketing

5.1 Placement of Referral Link.

The Referral Link must be placed in such a way that it is prominent for the visitor.

5.2 Promotional Activities.

- (a) OFX may at its discretion provide you with Materials or further information for inclusion on the Referral Partner Website. You must not display on the Referral Partner Website any other advertising material or information of any kind referring to OFX or the Services without the prior written approval of OFX.
- (b) You must not create, publish, or distribute any advertising, marketing materials or other public communication without first obtaining our written consent.
- (c) In promoting OFX, you agree that you will not make any representations, promises, warranties or other statements about OFX or the OFX Website, products, Services or policies other than those approved in writing by OFX.

5.3 Email Marketing.

If you intend to promote OFX or the Services through the use of email campaigns, you must:

- (a) comply with all applicable laws including but not limited to the Spam Act 2003 and any other similar legislation;
- (b) must identify the Referral Partner as the sender of any email initiated by you and may not imply or suggest that that the email is sponsored by OFX or otherwise being sent on behalf of OFX;
- (c) include an opt-out or unsubscribe mechanism in each email communication; and
- (d) submit all emails for OFX's written approval before being sent.

5.4 Social Media.

You may promote OFX on social media platforms, including Twitter, Facebook and Instagram ("**Social Media Platforms**") only in accordance with the following guidelines:

- (a) You may use or display the Referral Link, or otherwise promote OFX, on your own pages or profiles, provided that you do not violate any terms of service of the Social Media Platform in connection with your marketing activities.
- (b) You may not post your Referral Link on OFX's company pages or profiles in an attempt to generate Qualifying Transactions.
- (c) You may not run any paid advertisements that utilise OFX Marks on Facebook or any other Social Media Platform.
- (d) You may not create a social media account that includes OFX Marks in the page name, branding and/or user name.

5.5 Group Company Network.

Subject to these Terms, you may promote OFX through your Group Company network. You acknowledge and agree that you will be responsible for ensuring that all Group Companies adhere to these Terms. You further acknowledge and agree that you will be solely liable for any breach of these Terms by a Group Company. For the avoidance of doubt, only the Referral Partner will be entitled to any Referral Fees (if applicable) generated through your Group Company Network.

6. Prohibited Activities

6.1 Paid Search Advertising.

You must not bid on, register or purchase any keywords, search terms, AdWords, Pay-per-Click words, domain names or other identifiers that include any Protected Keywords or any misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search service including Google, MSN or Yahoo. "**Protected Keywords**" include OFX, OFX.com, OzForex, USForex, CanadianForex, UKForex, NZForex, OzForex (HK), OFX Singapore, OFX Payments Ireland, Firma and Paytron.

6.2 Misrepresentations.

You must at all times represent yourself and the Referral Partner Website(s) as independent from OFX and not engage in any acts or omissions that could reasonably cause confusion among end-users as to our relationship with you or any third party, including the following:

- (a) misrepresenting or embellishing the relationship between you and OFX by stating or implying that you are formally associated with OFX;
- (b) offering, suggesting or giving any impression that you yourself are performing the Service offered by OFX; or
- (c) identifying any Referral Partner Website(s) as an "official site" of OFX or belonging to OFX or its Group Companies.



6.3 Linking Restrictions.

You agree that you will not manipulate, alter or modify the Referral Link. You must obtain OFX's prior written consent before displaying the Referral Link on any materials or websites or mobile apps other than the ones listed in your Application.

7. Liability of the Parties

7.1 No exclusion of liability

Nothing in these Terms will limit or exclude either Party's liability:

- (a) in respect of the death or illness of, or personal injury to, any individual;
- (b) arising from any fraudulent or criminal act or omission of that Party;
- (c) under law, including the Australian Consumer Law, where such liability cannot be excluded;
- (d) for breach of clauses 9 or 10; or
- (e) arising under clause 7.2.

7.2 Indemnity

The Referral Partner indemnifies OFX against any loss or damage that OFX sustains or incurs, including solicitor and own client costs, arising from the Referral Partner's breach of clauses 4.4, 5 and 6.2, except to the extent that the loss or damage results from the acts or omissions of OFX. This is because breach of those clauses may harm OFX's reputation and may expose OFX to actions by third parties.

7.3 Exclusion of indirect loss

Subject to clause 7.1 but notwithstanding any other provision of these Terms, in no event will either Party be liable to the other Party for indirect, special, incidental, punitive or consequential loss or damage of any nature, including loss of use, loss of revenue, loss of profit, loss of income, loss of market share, loss of opportunity or loss of goodwill, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such loss or damage is known at the time of acceptance of these Terms.

7.4 Liability Cap

Subject to clause 7.1, each Party's total aggregate liability for damages of any kind arising from any claim in connection to these Terms will be limited to the Referral Fees payable by OFX within the 12 months prior to the claim.

8. Term and Termination

8.1 Term

These Terms commence on the Commencement Date and continue until terminated in accordance with clause 8.2.

8.2 Termination

- (a) OFX may terminate this Agreement immediately on written notice to the Referral Partner if:
 - i. there have been no referrals of Customers from the Referral Partner Link during any consecutive 6 month period and after OFX provides you with written notice, there are no new referrals of Customers from the Referral Partner Link during the 20 Business Day notice period;
 - ii. if any information provided in the Referral Partner's Application is no longer correct and any applicable laws or OFX policies and procedures prevent OFX from providing services to or doing business with entities involved in the changed business activities or product or services offerings of the Referral Partner; or
 - iii. if OFX, acting reasonably, considers that the Referral Partner has behaved in an aggressive, rude or inappropriate manner to any OFX employees, directors, officers or contractors or has behaved in a way which may damage OFX's reputation.
- (b) These Terms may be terminated without cause by either Party providing 90 days' written notice to the other Party, provided that if OFX terminates in accordance with this clause, OFX will continue to pay the Referral Partner the Referral Fees for all Qualifying Transactions conducted by each Customer referred by the Referral Partner prior to the date of termination for a period of 24 months from the date of the first Qualifying Transaction by that Customer.
- (c) Either Party may (without prejudice to its other rights) terminate these Terms on 5 Business Days written notice to the other Party if:
 - i. the other Party breaches these Terms and (in the case of a breach capable of being remedied) fails to remedy the breach within 10 Business Days after the receipt of a written request, to remedy the breach; or
 - ii. the other Party has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, passes a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), a court of competent jurisdiction makes an order to that effect, if it enters into any voluntary arrangement with its creditors, becomes subject to an administration order or ceases to carry on business, or anything analogous in any other jurisdiction in which it is located.



8.3 Consequences of Termination

Subject to clauses 8.2(b) and 13.2, OFX will not pay any Referral Fees to the Referral Partner for any Qualifying Transactions conducted by a Customer after the effective date of termination. Any termination of these Terms (for whatever reason) will not affect any accrued rights or liabilities of either Party nor will it affect the continuance in force of any provision of these Terms which is expressly or by implication intended to continue in force on or after such termination. Upon termination of these Terms, all licences granted in these Terms will terminate immediately and the Referral Partner must immediately stop using the Referral Link, OFX Marks and any Materials provided or made available to the Referral Partner.

9. Confidentiality

9.1 Use of Confidential Information

Each Party ("**Recipient**") must, subject to clause 9.2:

- (a) keep confidential all Confidential Information of the other Party ("**Discloser**") of which it becomes aware under or in relation to these Terms, and the Recipient and its personnel must continue to keep confidential all Confidential Information of the Discloser after termination or expiry of these Terms;
- (b) use the other Party's Confidential Information solely in accordance with, and for the purposes of these Terms;
- (c) only disclose Confidential Information to its personnel who have a need to know that Confidential Information (and only to the extent that each has a need to know) in order to carry out their duties in connection with these Terms, and who have agreed to keep the Confidential Information confidential;
- (d) at all times provide suitably secure storage for the other Party's Confidential Information and must clearly mark this information as confidential;
- (e) treat that information with at least the same degree of care as it treats its own Confidential Information; and
- (f) comply with any reasonable directions of the Discloser in respect of such Confidential Information, including any specific request made by the Discloser as to whether the Recipient may use and/or disclose that information.

9.2 Permitted Disclosures

Clause 9.1 does not apply to the extent that:

- (a) a Recipient is required by law or under the rules of the relevant stock exchange to disclose the Discloser's Confidential Information. The Recipient must provide prompt written notice of the required disclosure to the Discloser before disclosure of that Confidential Information, to enable the Discloser to seek a protective order or otherwise prevent or contest such disclosure and notify the Party to whom the disclosure is made that the information is Confidential Information of the Discloser;
- (b) the Discloser's Confidential Information is public knowledge (and has not become public knowledge as a result of Recipient's breach of confidentiality); and
- (c) the Discloser's Confidential Information was independently created by the Recipient (and the Recipient has evidence in writing that the information falls within this exception).

9.3 Survival

This clause 9 survives termination or expiry of these Terms.

10. Privacy

10.1 Privacy Policy

OFX will comply with the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and any other similar or equivalent legislation applicable in all jurisdictions in which OFX operates. Any personal information you provide to OFX will be processed in accordance with our Privacy Policy. You confirm that you have read, understood and accepted our Privacy Policy.

10.2 Customer Information

If you provide personal information to us about any individual, you must first ensure that the individual agrees, having been made aware of these Terms and our Privacy Policy. You will be solely responsible for any claims arising out of or related to your collection, use or disclosure of any personal information from any user, including any Customer referred by you. In no event will OFX provide the Referral Partner with personal information of any individual or Customer, regardless of whether such individual or Customer was referred by the Referral Partner.

11. Representations and Warranties

Each Party represents and warrants that:

- (a) it has the skill, knowledge and judgement of best industry practices to perform the obligations under these Terms;
- (b) it owns or has the right to use all intellectual property (including trademarks and logos) that it authorises the other Party to use, reproduce and display in connection with carrying out its obligations under these Terms;



- (c) the negotiation, entry into and performance of these Terms does not violate, conflict with, interfere with, result in a breach of, or constitute a default under any other agreement to which it is a Party or by which it is bound or any applicable law;
- (d) it possesses any license or authorization necessary in any jurisdiction to transact the business that is the subject matter of these Terms; and
- (e) it is authorised to enter into these Terms, to carry out its obligations hereunder and to grant the rights herein granted.

12. Intellectual Property

12.1 Intellectual Property Ownership

Notwithstanding clause 12.2, nothing in these Terms will be deemed to grant or assign to either Party any ownership rights, license rights or interest of any kind in the other Party's products, services or technology or in the other Party's intellectual property including names, logos, trademarks, service marks, copyrights and proprietary technology, including, any intellectual property currently used or which may be developed and used in the future.

12.2 License to OFX Marks

OFX hereby grants Referral Partner a revocable, non- transferable, non-sublicensable, non-assignable, non- exclusive license to use the OFX Marks for the sole purpose of carrying out its obligations under and in accordance with these Terms. The Referral Partner must obtain the prior written consent of OFX prior to using any OFX Marks.

12.3 License to Referral Partner's Marks

Referral Partner hereby grants OFX a revocable, non- transferable, non-sublicensable, non-assignable, non- exclusive license to use the Referral Partner's trademarks, logos and service marks (**Referral Partner Marks**) for the sole purpose of carrying out its obligations under and in accordance with these Terms. OFX must obtain the prior written consent of Referral Partner prior to using any Referral Partner Marks.

13. General

13.1 Waiver and Severability

The waiver by either Party of any default or breach of these Terms does not constitute a waiver of any other subsequent default or breach. If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

13.2 Acceptance and Variation of Terms

Please read these Terms carefully. By accepting these Terms, this signifies that you have read, understood and agreed to be bound by the Terms. We will provide you at least 30 days' notice of any changes to the Terms by sending notice of such variation to you by email to the email address provided by you on your Application. If any variations are materially detrimental to you, you may terminate this agreement by providing us with written notice provided that OFX will continue to pay the Referral Partner the Referral Fees for all Qualifying Transactions conducted by each Customer referred by the Referral Partner prior to the date of termination for a period of 24 months from the date of the first Qualifying Transaction by that Customer.

13.3 Unauthorised or Illegal Use

If we reasonably suspect that your Application has been used for, or is going to be used for, an unauthorised, illegal or criminal purpose, we may be required to share information about you, your Application and any of your referrals with law enforcement authorities.

13.4 Disclosures and Notices

Any notice sent to OFX must be emailed to Legal.Notice@ofx.com with a copy emailed to the Referral Partner's OFX account manager.

You agree that OFX can provide disclosures and notices required by law and other information about your Application to you by emailing it to the email address listed in your Application. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within 24 hours of the time emailed to you unless we receive notice that the email was not delivered.

13.5 Anti-Bribery and Corruption

Each Party must, and must ensure that its agents, directors, employees, officers and subcontractors:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti- corruption (**Anti-Bribery Laws**);
- (b) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including that which would constitute an offence under the Anti-Bribery Laws; and
- (c) have, maintain and enforce throughout the term of supply, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

13.6 Modern Slavery

- (a) In performing its obligations under this Agreement, each Party must:
 - i. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;
 - ii. use reasonable endeavours to include in contracts with its direct subcontractors and suppliers, provisions which are at least as onerous as those set out in this clause; and
 - iii. notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- (b) Each Party represents and warrants to the other Party it has not been convicted of any offence involving slavery and human trafficking, and it has not been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13.7 Force Majeure

Neither Party will be liable for any failure or delay in the performance of its obligations in these Terms (except for the payment of money) due to any event beyond the reasonable control of such Party, which may include denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, or labour conditions ("**Force Majeure Event**"). Upon a Force Majeure event, the non-performing Party will be excused from any further performance of obligations affected by the Force Majeure Event for so long as the event continues, and such Party continues to use reasonable efforts to resume performance.

13.8 Governing Law and Jurisdiction

These Terms are governed by the law in force in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from the courts of New South Wales in respect of all proceedings arising in connection with these Terms.

13.9 Assignment

Neither Party may assign, novate or otherwise transfer or attempt to assign, novate or otherwise assign any right or obligation under these Terms without the prior written consent of the other Party (which must not be unreasonably withheld). These Terms are binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

13.10 Headings and Interpretation

The headings in these Terms are for the convenience of reference only and have no legal effect. In these Terms words importing the singular include the plural and vice versa and words importing gender include any other gender. The expression "person" used in these Terms includes any individual, partnership, local authority, company or unincorporated association. Where the words include(s), including or in particular are used in these Terms, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and will not limit the sense of the words preceding them. Any obligation in these Terms on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

13.11 Entire Agreement

Subject to clause 7.1(c), these Terms supersede all previous agreements, understandings, representations and warranties about its subject matter and contains the entire agreement between the parties in relation to its subject matter.

13.12 Relationship

Nothing in these Terms constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between the Parties and neither Party is authorised to assume or create or attempt to assume or create, directly or indirectly, any obligation on behalf of, or in the name of the other Party.

14. Definitions

In these Terms, unless the context otherwise requires,:

"**Application**" has the meaning given to that term in clause 1.1.

"**Base Threshold**" means AUD\$500.

"**Business Day**" means a day that is not a Saturday, Sunday or a public holiday (including bank holidays) in New South Wales, Australia.

"**Commencement Date**" means the date listed on the cover page of these Terms.

"**Completed Transfer**" means a money transfer where OFX has received cleared funds from the Customer and remitted the purchased



currency and the money transfer has not subsequently been cancelled or refunded.

"Confidential Information" means, in relation to a Party, information about that Party or its business or affairs that is by its nature confidential; is reasonably designated by that Party as confidential; or the other Party knows or ought to know is confidential, and includes:

- i. the terms of these Terms;
- ii. the services to be provided by either Party and any Referral Fees to be paid under or in connection with these Terms; and
- iii. the Margin, any data, business plans, customer strategies, marketing information, sales information, quality procedures, production techniques, new product ideas, intellectual property rights, trade secrets, formulas, processes, dealings, know-how, designs, plans, research data, or financial information.

"Customer" means either (as applicable):

- i. a person who is directed to the OFX Website through the Referral Partner Link and subsequently registers on the OFX Website; or
- ii. a customer of the Referral Partner that has been otherwise referred to the Referral Partner by OFX and that OFX has confirmed in writing to the Referral Partner has registered with OFX.

"Gross Revenue" means the Margin received by OFX in relation to each Qualifying Transaction.

"Group Company" means any person or entity controlling (directly or indirectly), controlled by or under common control with either OFX or the Referral Partner and for the purposes of this definition, "control" means direct or indirect beneficial ownership of 50% or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of such entity.

"GST" means any tax imposed on the supply of goods or services which is imposed or assessed under A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended) and all related ancillary legislation.

"Margin" means the difference between the retail exchange rate OFX provides to the Customer for the Qualifying Transaction and the wholesale exchange rate OFX is charged by its wholesale currency providers.

"Materials" means any advertising or other materials or information of any kind provided to the Referral Partner by OFX, including for publication on the Referral Partner Website, and includes OFX Marks.

"OFX", "us" or "we" means Ozforex Limited (trading as OFX) ABN 65 092 375 703 with its registered address at Level 19, 60 Margaret St, Sydney NSW 2000 (trading as **"OFX"**).

"OFX Marks" means OFX's logos, names, trade names, trade marks and service marks.

"OFX Target Market Determination" means the determination found at [insert hyperlink].

"OFX Website" means the website operated by OFX at <https://www.ofx.com>, or any other site operated by or on behalf of us or our Group Companies.

"Parties" has the meaning given to that term in Recital B, and **"Party"** means any one of them.

"Privacy Policy" means OFX's Privacy Policy, as updated from time to time, found at <https://www.ofx.com/en-au/legal/privacy-policy>.

"Protected Keywords" has the meaning given to that phrase in clause 6.1.

"Qualifying Transaction" means a money transfer conducted by a Customer which meets the following criteria:

- i. the Customer followed the Referral Link to the OFX Website or by other means of verifiable referral (as determined by OFX in its absolute discretion) and, at that time, registered with OFX;
- ii. the Customer booked and executed a money transfer with OFX on the OFX Website, the OFX App or via phone;
- iii. the money transfer is not a same currency transfer; and
- iv. the money transfer is a Completed Transfer.

"Recipient Created Tax Invoices" has the meaning given to that phrase in clause 2.5.

"Referral Fee" means the fee calculated in accordance with clause 2.2.

"Referral Fee Percentage" means the percentage listed on the cover page of these Terms.



“**Referral Partner**”, “**you**” and “**your**” means the applicant and includes its Group Companies (if applicable).

“**Referral Partner Link**” means a link to the OFX Website using a unique sequence of characters, conforming to a standardized format.

“**Referral Partner Home Page**” has the meaning given to that term in clause 3.1.

“**Referral Partner Website**” means the website(s) operated by the Referral Partner.

“**Services**” has the meaning given to that term in Background A.

“**Social Media Platforms**” has the meaning given to that phrase in clause 5.4.

“**Terms**” means these Terms and Conditions.