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SquadifyPro Certified Practitioner Contractual Agreement

This agreement is made between the following parties:

- Squadify Services Pty Limited ACN 645 604 226 (SSPL)
- The SquadifyPro Certified Practitioner (Squadify Certified Practitioner)

Squadify Terms of Use

These terms of use and any commercial terms provided or made available by SSPL to the Squadify Practitioner make up the agreement between SSPL and the Squadify Practitioner (**Agreement**). This Agreement applies to the extent of any inconsistency with any other document or agreement.

1. Relationship between the parties

- The relationship between the Parties is that of independent contractors.
- Nothing in this Agreement is intended to constitute an agency, partnership, joint venture, employee-employer or franchise-franchisee relationship or trust between the Parties.
- The Squadify Practitioner has no authority to legally bind SSPL.
- This Agreement does not constitute an ongoing relationship between the Parties. SSPL does not guarantee that the Squadify Practitioner will have an ongoing base of clients who wish to acquire Squadify services from the Squadify Practitioner.
- Neither Party has any right to incur any liabilities or obligations on behalf of or binding upon the other Party, except with the prior written approval of the other Party.
- The Squadify Practitioner must not act in any way other than as an independent contractor of SSPL.
- SSPL will not be responsible for any payments in respect of:
 - remuneration of the Squadify Practitioner's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;

- workers' compensation, accident, sickness and life insurance for the Squadify Practitioner's personnel; or
- taxes incurred by the Squadify Practitioner including but not limited to corporate tax, payroll tax, PAYG tax, training guarantee levy, FBT, excise duty, GST, personal income taxes, company income taxes, payroll taxes, superannuation guarantee levy, health insurance levy and any other taxes or levies imposed by government.

2. Commercials

- In respect of each client who wishes to make use of Squadify, the Squadify Practitioner must pay to SSPL a fixed fee for each Squadify subscription acquired in accordance with the pricing structure provided or made available by SSPL to the Squadify Practitioner.
- Provided the Squadify Practitioner has paid for a Squadify subscription on behalf of a client, the Squadify Practitioner may in its discretion:
 - supply Squadify to that client.
 - determine the price at which the Squadify Practitioner charges that client for use of Squadify; and
 - provide additional services to that client arising out of the Squadify process and determine the price at which the Squadify Practitioner charges that client for those additional services. Additional services may include but are not limited to the Squadify Practitioner undertaking debriefs and providing coaching services to its clients.

3. Cancellation Policy

SSPL is not required to pay any amount to the Squadify Practitioner if a client cancels a Squadify subscription after payment has been accepted by SSPL.

4. Existing Intellectual Property Rights

- SSPL retains title to and reserves all rights in the Relevant IP and Documentation.
- The Squadify Practitioner acknowledges and agrees that:
 - other than the license granted by SSPL to the Squadify Practitioner pursuant to this Agreement, the Squadify Practitioner will not acquire any Intellectual Property Rights in the Relevant IP or Documentation;
 - SSPL owns and retains title in and all Intellectual Property Rights in connection with:
 - (i) the Relevant IP and Documentation;
 - (ii) the production, development, supply and content of the Relevant IP and Documentation; and
 - (iii) all Improvements; and

- the Squadify Practitioner must not take any step to invalidate or prejudice SSPL's title thereto.
- Without limiting its other rights under this Agreement, SSPL may at its discretion pursue any form of protection for its Relevant IP in and relating to the Relevant IP without the consent of the Squadify Practitioner.
- The Squadify Practitioner must not cause or permit any party or person to reverse engineer, disassemble, or decompile the Relevant IP. If the Squadify Practitioner engages in, or enables any other party to engage in, such conduct, the Squadify Practitioner's right to use the Relevant IP will immediately cease.

5. License Granted

- Subject to the restrictions set out in this Agreement, SSPL grants to the Squadify Practitioner a restricted, revocable, non-exclusive, non-transferrable, non-assignable, non-sub-licensable licence to use the Relevant IP for the term of this Agreement.
- The license granted pursuant to this Clause 5 is subject to the following provisions:
 - the Squadify Practitioner must only use the Relevant IP for the purposes and in accordance with the terms set out in this Agreement;
 - the Squadify Practitioner and its employees, consultants and associates must not allow any person to copy, alter, modify, tamper with, decompile, reverse engineer or attempt to reverse engineer the Relevant IP; and
 - the Documentation is subject to the confidentiality provisions set out in this Agreement and must not be copied without the express written permission of SSPL.
- The licence granted by SSPL to the Squadify Practitioner is subject to any additional restrictions imposed by SSPL and notified by SSPL to the Squadify Practitioner from time to time.
- SSPL warrants that the Relevant IP does not infringe any third party's intellectual property rights. SSPL indemnifies the Squadify Practitioner from any liability suffered by the Squadify Practitioner arising from any infringement of third-party intellectual property rights arising from its use of the Relevant IP.
- SSPL may revoke the licence or terminate this Agreement at any time and for any reason in SSPL's absolute discretion with immediate effect upon notification by SSPL to the Squadify Practitioner.

6. Limitations on Use

- The Squadify Practitioner must not use or modify any trademarks (whether registered or unregistered) or logos of SSPL without obtaining the prior written consent of SSPL.
- SSPL is not liable for any loss or damage caused by viruses or other technically harmful material that may infect the Squadify Practitioner's computer, equipment, data or other proprietary material in connection with use of the Relevant IP.

7. Confidentiality

- The Squadify Practitioner must:
 - keep all Confidential Material confidential;
 - only use Confidential Material for the purposes contemplated in this Agreement; and
 - not permit Confidential Material to be disclosed other than in confidence to its employees, consultants and associates to the extent strictly necessary for the purposes contemplated in this Agreement.
- The Squadify Practitioner must, and must ensure that its employees, consultants and associates take whatever measures are reasonably necessary to preserve the confidentiality of all Confidential Material.

8. Hosted service

The Squadify Practitioner acknowledges and agrees that Squadify will be provided to the Squadify Practitioner as a hosted service, rather than as a standalone product installed on the Squadify Practitioner's computer equipment, and that accordingly:

- the Squadify Practitioner will have access to Squadify only through a web browser interface;
- access to Squadify depends on the Squadify Practitioner having valid and current access permissions that are recognised by the Hosted Servers; and
- all User Data will be stored on the Hosted Servers, rather than on the Squadify Practitioner's computer equipment.

9. Privacy, Data Breach and Security

Each Party must comply with the *Privacy Act 1988* (Cth) of Australia including the Australian Privacy Principles.

- The Squadify Practitioner must comply with:
 - all applicable laws and legislation including privacy laws in each jurisdiction in which the Squadify Practitioner operates;
 - all applicable laws and legislation including privacy laws in each jurisdiction where the Squadify Practitioner's clients to whom it provides services are located; and
 - the Global Data Protection Regulations (**GDPR**) if the Squadify Practitioner operates or provides services to clients located in Europe.
- The Squadify Practitioner indemnifies and holds SSPL harmless for any claims, costs, damages, and loss suffered by Squadify as a result of a breach by the Squadify Practitioner of the Australian Privacy Principles, GDPR (if applicable) and any other applicable laws.
- The Squadify Practitioner must comply with any security guidelines and procedures advised by Squadify to the Squadify Practitioner from time to time.
- If the Squadify Practitioner becomes aware of any actual or suspected data breach

including:

- action taken using computer networks that result in an actual or potentially adverse effect on personal information or Confidential Material (**Cyber Incident**); or
 - any other unauthorised access, use, misuse, damage or destruction by any person (**Other Incident**), the Squadify Practitioner must notify Squadify in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident).
- If either Party receives a *data subject access request* made pursuant to the GDPR, that Party must cooperate fully with such a request. SSPL has necessary procedures in place to identify, access and if required provide data to the Squadify Practitioner in a timely manner and by secure means following receipt of a *data subject access request*.

10. Warranties

- Each Party warrants to the other Party:
 - that they will comply with the provisions set out in this Agreement; and
 - they are not aware of any conflict of interest that currently exists or is likely to arise in performance of its obligations under this Agreement.
- If a conflict of interest exists or arises during the performance of a Party's obligations under this Agreement, that Party must notify the other Party and the Parties must seek to resolve the conflict through consultation between the Parties.

11. Disclaimer

To the extent permitted by law, the Relevant IP and any services performed or provided by Squadify under this Agreement are provided 'as is' and 'as available' and Squadify has no obligation to provide the Squadify Practitioner with access to the Relevant IP in any specific form, at any specific time. All information provided by Squadify is provided in good faith, without any guarantees, conditions or warranties other than those set out in this Agreement. Squadify does not warrant that the use of the Relevant IP or any content, service or feature of Squadify will be uninterrupted or error-free.

12. Liability Cap

- Except in the case of a breach of the obligations regarding confidentiality or intellectual property rights of a party, Squadify and the Squadify Practitioner agree to cap the liability borne by each Party in connection with this Agreement to the total amount of fees payable between the Parties under this Agreement.
- Squadify is not liable for any indirect or consequential losses or expenses suffered by the Squadify Practitioner or any third party.
- Certain statutory warranties under consumer protection laws (including the Australian Consumer Law) will be implied for the benefit of consumers. Nothing in this Agreement is intended to exclude or restrict the application of such laws, but Squadify does not give any guarantee or warranty or make any representation of any kind, express or implied, with respect to use of the Relevant IP outside these laws,

unless otherwise specified in this Agreement.

13. Term

- This Agreement will be an ongoing agreement commencing on the date the Squadify Practitioner is accepted and approved by Squadify as a Squadify Practitioner.
- Either Party may terminate this Agreement without cause immediately by notice in writing to the other Party.
- On termination or expiration of this Agreement:
 - all the Squadify Practitioner's rights to use the Relevant IP will cease; and
 - the Squadify Practitioner must return or destroy any Confidential Material in the possession, custody, or control of the Squadify Practitioner, unless otherwise agreed by Squadify in writing.

14. Indemnity

The Squadify Practitioner has personal liability for, and hereby indemnifies and holds Squadify harmless against, any and all claims, costs, damages and loss that SSPL may sustain or incur, directly or indirectly in connection with any claim by a third party, including but not limited to, any claim made a client of the Squadify Practitioners or any Squadify user, arising from:

- any actions taken or omissions by the Squadify Practitioner including, but not limited to, provision of professional services, implementation of support, or other products or services provided by the Squadify Practitioner; and
- any breach by the Squadify Practitioner of this Agreement.

15. General

- This Agreement can be amended at any time by written notice provided by Squadify to the Squadify Practitioner.
- This Agreement is governed by the laws of New South Wales, Australia.
- Squadify may at any time assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Squadify Practitioner.
- The Squadify Practitioner must not assign, delegate or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of Squadify.

16. Definitions and interpretation

In this Agreement unless otherwise provided, the following terms have the meaning specified below:

- **Confidential Material** means all information disclosed or materials released by, or on behalf of, Squadify to the Squadify Practitioner and includes:

- (i) information disclosed in writing, verbally or by any other means or form;
 - (ii) information disclosed before, after or on the Parties entered into a contractual relationship; and
 - (iii) information relating to Squadify’s operations, processes, plans, production information, market opportunities and business affairs, and any new and novel combinations thereof including, without limitation, all Squadify materials, presentations and intellectual property.
- **Documentation** means all information (however recorded or preserved) relating to any Relevant IP.
 - **Hosted Servers** means servers owned and/or used by Squadify for the purposes of hosting Squadify and/or User Data.
 - **Improvements** means, in respect of any Intellectual Property Rights and/or any related Documentation, any developments, enhancements, modifications, updates or other improvements thereof made, created, developed or provided by the Squadify Practitioner.
 - **Intellectual Property Rights** includes all present and future statutory and other proprietary rights in respect of copyright, trademark, art work, designs, patents, logos, invention, computer the certification, trade, business or company names, trade secrets, confidential or other proprietary rights and all other intellectual property rights and any rights to register such rights and intellectual property rights whether registered or not, and whether created before, on or after the date of this Agreement, and whether existing in Australia or otherwise and in all cases for the duration of such rights or intellectual property.
 - **Party** means a party to this Agreement.
 - **Relevant IP** means all Intellectual Property Rights in and relation to:
 - (i) Squadify;
 - (ii) the Squadify Practitioner admin portal; and
 - (iii) the 3Cs™ known as clarity, climate and competence and “The Conditions for Success”™ to generate value for a business including but not limited to Squadify debriefs, coaching engagements, facilitated workshops or other leadership programs.
 - **Squadify** means an open, collaborative online training and support tool developed by Squadify (the company) for use by clients and their teams and is designed to enhance collaborative teamwork by identifying strengths and focusing on areas of development within teams of individuals.
 - **Squadify Practitioner** means a person or organisation accepted and approved by Squadify as a certified Squadify practitioner – called a SquadifyPro - who has authority to market and sell Squadify to its clients and use the software inside their own organisations.
 - **User Data** means all data that the Squadify Practitioner uploads into Squadify, including all text and other data that the Squadify Practitioner enters into Squadify.