



Hello TechGuys™ Promoter Agreement

Between

Hello TechGuys™ Limited, 259 Great South Road, Greenlane, Auckland 1546, New Zealand. Hereinafter referred to as “**HTG**”

And

The Person or Company enrolled as a promoter will also be referred to as “**Promoter**”

This agreement regulates the basic principles of a cooperation between the contractual parties named. Further integral part of the agreement is the attachment

The referral commission plan includes the respectively valid remuneration. The promoter confirms acceptance of the commission plan by downloading this agreement.

1. Background

1.1 HTG’s business is to provide Information Technology services globally as stated on it’s website. The Promoter receives the right to recommend HTG’s services as an independent recommender for HTG in accordance with the respective national laws and the following provisions.

2. Hello Techguys™ Promoter’s Obligations

2.1 The Promoter shall ensure that they are legally able to promote HTG’s services in their respective jurisdiction or country.

2.2 The Promoter shall register their trading entity with the relevant authorities and tax department.

2.3 The Promoter shall be solely responsible for fulfilment of all legal obligations, including obligations under trade law, tax law, labour law, competition law and other statutory obligations without exception.

2.4 They shall duly inform their regulatory authorities about any recommendation, commissions earned and shall pay taxes on them.

2.5 As long as the Promoter has not fulfilled named requirements, they may not commence their activity of promoting HTG products and services.

2.6 The Promoter shall not be employed with HTG under any jurisdictions labour laws. They shall be an independent tradesperson or a contractor and shall apply the due diligence of a prudent businessperson in their business.

2.7 The Promoter must behave in ethical manner and comply with the national laws regarding fair competition, the in-house statutes and regulations as well as the directives of HTG for business. Promoter shall always make sure that their actions do not violate any laws, regulations or regulatory requirements of their country.



- 2.8 The Promoter must always protect the interests of HTG and make sure that HTG's reputation is not damaged.

3. Authorisations of Hello TechGuys™ Promoter

- 3.1 Promoter may only recommend the sale of such HTG products and services that are released for sale by HTG according to the respective national law.
- 3.2 Promoter is authorised to carry out advertising efforts; however, they shall coordinate any presentation with external impact that concerns HTG with HTG in advance.
- 3.3 Promoter shall not be permitted to issue any statements on behalf of HTG. Such statements shall not be binding for HTG, but possibly for the Promoter who is solely responsible.
- 3.4 Promoter does not have any power of representation for HTG. They shall be liable for their own statements and shall release HTG from all consequences of unauthorized statements if necessary.
- 3.5 Promoter is not authorised to accept any money on behalf of HTG. Customers cannot make payments to the promoter with the effect of discharging an obligation. Promoter does not have any authority to collect on behalf of HTG.

4. Obligations of Hello TechGuys™ Promoter

- 4.1 Promoter shall be obliged to always stay informed about the current products of HTG in the MyPage™ Section login of HTG website and all pertinent data and facts important to the customers.
- 4.2 Promoter shall inform the customers about the HTG products in a truthful and professional manner and make the HTG website accessible to them.
- 4.3 Promoter must pass the content of the website and of the official documents on to the customers and not change their content.
- 4.4 Promoter shall always protect the interests of HTG to the best of their knowledge and belief.

5. Duties of Hello TechGuys™ Promoter

- 5.1 Promoter shall recommend the products and services offered by HTG. Upon conclusion of a sales contract personally recommended by them, they shall receive remuneration commission in accordance with the Commission structure prevalent at the time of sale, unless they violate the obligations described above.
- 5.2 Commission structure will be advised to Promoter in advance before the conclusion of any Sale.
- 5.3 Promoter shall not have any territorial protection and shall not have to comply with any territorial protection of other Promoters.



6. Prohibitions for Hello TechGuys™ Promoter

Hello TechGuys™ Promoter is not permitted:

- 6.1 to make public statements – especially statements to the press – about HTG, their business model, company policy, operating procedures or other internal knowledge,
- 6.2 to use the logo or name of HTG or their letterheads without their permission,
- 6.3 to provide information or make promises that differ from the contents of the HTG documents,
- 6.4 to use material other than the original HTG brochures and HTG pre-printed forms,
- 6.5 to sell original HTG documents or pass them on to unauthorized persons,
- 6.6 to entice away any existing customers of the company Hello TechGuys Limited, Auckland, New Zealand or the contractual Promoter, or to headhunt employees or of these companies or other promoters irrespective of from where they are,
- 6.7 to use any HTG software
- 6.8 to accept any money from customers
- 6.9 to assign any claims against HTG to third parties.

7. Confidentiality

- 7.1 Promoter shall be obliged to comprehensive protection of customers and sources as well as to comply with all regulations under the international data protection law. Any violation of their confidentiality obligation shall not only render Promoter liable to pay damages, but shall possibly also render them liable to prosecution.
- 7.2 All named contents, especially working documents such as pre-printed forms, brochures, training and business documents, agreements – including the present agreement – shall be subject to copyright protection. Promoter will neither use these contents outside the business relationship nor pass them on to third parties, have them passed on to third parties or copy them, not even in part.
- 7.3 The obligations of Promoter described in section 1 shall survive the termination of this agreement without limitation. If this agreement ends or if Promoter does no longer require any documents of any kind from the present business relationship, they may not continue to use them. This shall especially apply to brochures, pre-printed forms and training documents. Any right of retention of Promoter regardless of the reasons shall be excluded.

8. Remuneration Claim

- 8.1 Accrual and amount of any claim for remuneration of Promoter against HTG shall be specified in the latest amended commission structure provided to promoter.



- 8.2 Promoter shall not have any claims for payment against the customer and will not demand any remuneration from them.
- 8.3 Each payment of remuneration to Promoter shall require that the customer has paid for all invoices raised to them for HTG's product and services.
- 8.4 If the customers recommended by Promoter conclude ongoing purchase agreements, Promoter shall be obliged to support the customers to the best of their ability, as their remuneration depends on the duration of the purchase agreements. If the purchase agreement is not performed by the customer, Promoter has to anticipate the cancellation of their claim for remuneration.

9. Commission Calculations

- 9.1 Promoter's claims for remuneration shall be calculated on each order basis and will be calculated at the closing of a calendar month.
- 9.2 Payments of remuneration shall be made monthly by the 15th of the next Calendar month either by bank transfer, PayPal or any other payment gateway uses by HTG with the effect of discharging HTG's obligation.

10. Goods and Services Tax (GST)

- 10.1 Remunerations shall always be paid net, i.e. excluding GST, if any.
- 10.2 If Promoter desires GST payment, then they shall fulfil the required statutory requirements of the respective country and provide NZ tax department complaint invoice, clearly showing the GST component.
- 10.3 All requirements and conditions of the responsible financial authorities in the respective country shall be clarified by Promoter and communicated to HTG, as well as any possible duties to cooperate of HTG. If Promoter fails to provide corresponding notifications to HTG, they shall be liable for any resulting damage themselves and shall release HTG from all claims.

11. Obligations of Hello TechGuys™

- 11.1 Promoter will get their own personalised MyPage™ with their own unique link to do promotion. This will enable the promoter to have a fully functional Private home page.
- 11.2 HTG shall provide a homepage that provides general information and is updated on an ongoing basis. Promoter shall also receive all necessary information and updates via the links available there.
- 11.3 HTG shall provide Promoter with all necessary sales and training documents in the login area of my page. as well as pre-printed contract forms online in a download section from which they can download the required documents.
- 11.4 HTG will provide latest commission structure in the login area at all times.
- 11.5 If Promoter desires to receive supporting material on paper, they can purchase it according to the price list on the website.
- 11.6 For further inquiries, HTG shall maintain a support centre that supports Promoters in case of uncertainties.



- 11.7 HTG offers regular training options in the login area in order to keep Promoter updated in all areas of their activities and HTG developments.
- 11.8 HTG shall inform Promoter immediately about any product change, about changes in the sales or accounting system as well as about news that could be interesting for Promoter. HTG shall be obliged to inform Promoter at any time about such topics that are of importance for Promoter's activity.
- 11.9 HTG has their own software accounting system via which Promoter's claims for remuneration are calculated on a monthly basis. HTG shall pay any due remunerations once a month out to Promoter according to commission structure prevalent at that time.

12. Hello TechGuys™ Rights and Authorities

- 12.1 Promoter shall permit HTG to contact them at any time.
- 12.2 HTG shall be authorized to give instructions to Promoter if this is necessary for successful business. In all other cases, Promoter shall not be bound by instructions.
- 12.3 HTG has the right to update its commission structure with one-month prior notice to the Promoter. All commission and remuneration terms are subject change.
- 12.4 Upon introduction of commission structure, the replaced commission structure shall no longer be valid, unless otherwise provided by HTG. Agreements already concluded shall have the right of continuance in accordance with the commission structure applicable at the time of conclusion of the agreement.

13. Termination of Agreement

- 13.1 The agreement shall be concluded for an indefinite period of time. It may only be terminated for material breach of terms and a reasonable cause by any of the contractual parties in writing.
- 13.2 Material Breach or Good cause shall e.g. be
 - if Promoter turns out to be unreliable, especially if claims are made against HTG because of them or if HTG is given a written warning due to Promoter's infringement.
 - HTG shall also be entitled to terminate without notice if Promoter has committed serious breaches of contract that could impair rights or reputation of HTG, of another Promoter or of a customer.
 - This shall especially include violations of confidentiality or data protection obligations and the prohibition of collection and enticement if Promoter has provided incorrect contract details or has incurred a penalty.
- 13.3 Furthermore, HTG shall be entitled to a right of termination without notice if Promoter continues any breaches of contract despite HTG's written warning or fails to comply with HTG's instructions.



14. Contractual Language

- 14.1 Contractual languages shall be English. Any correspondence in another language shall be translated into English at Promoter's expense, risk and responsibility. HTG shall not be responsible for translation errors.

15. General Terms and Conditions

- 15.1 HTG shall not use any General Terms and Conditions. Any General Terms and Conditions of Promoter shall not be recognized by HTG and shall not be applicable.

16. Mediation Place of Jurisdiction

- 16.1 Where disputes arise between the parties on the basis of the contractual relationship, they shall be amicably settled via an acknowledged mediator in New Zealand.
- 16.2 If mediation fails regardless of the reasons, any disputes shall be resolved in New Zealand courts according to New Zealand law. Place of jurisdiction shall be Auckland, New Zealand.

17. Written Form

- 17.1 Changes or supplements to this agreement shall be made in writing. If a Promoter fails to notify substantial changes such as change of name or address, any statements made by HTG to the names and addresses included in this agreement shall be deemed as served upon mailing.

18. Severability clause

- 18.1 Should any provision of this agreement or its attachments be or become ineffective or infeasible in whole or in part, it shall be replaced by such provision the parties would have wanted if they had been aware of the problem. This shall not affect the remaining provisions of this agreement which shall remain effective without the need to conclude a new agreement.

Executed