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# Qoria Legal Agreements

## Partner Program





## Welcome To Our Partner Program

We have strived to develop a world class suite on online safety Products and Services and our valued channel Partners help us bring these to market most effectively.

We understand that reputation and relationships are fundamental to you and so we have worked tirelessly to enhance our program and products with the aim of adding value to you and your Customers.

This Partner Program sets out how our program runs, which seeks to achieve streamlined and transparent sales, support and general administration.

We are extremely grateful for your commitment to join us on our journey to protect and support every child's digital journey. The goal of our partner program is to work with talented and passionate people, to harness our collective strengths and deliver unparalleled experiences.

**Crispin Swan**  
COO Qoria



## Important Terms

Your agreement with us (Partner Agreement) consists of:

**Partner Contract** which sets out specific terms agreed with you such as commission rates. This document will be updated from time to time with you when things change.

**Partner Terms** which is the standard legal agreement for our partner program. This is available on our website.

**Partner Program** (this document) which sets out the procedures of our partner program. These procedures are available on our website and may be updated from time to time.



# Program Structure

Our reseller or Partner arrangements operate through a Partner Agreement which consists of the:

- **Partner Contract** detailing specific commercial terms for you;
- **Partner Terms** which is available on our website and details the legal terms governing our relationship; and
- **Partner Program** guide, which is this document and which sets our policies and procedures.

You may be assigned a Partnership Tier, offering you access to certain levels of support and benefits. You will also be allocated a Partner Manager who is there to support you to be successful.

## Program Benefits

Partner Benefits means access to our support and training capability and our team of online safety experts. Commercial arrangements are set out in the Partner Contract. We run periodic reward and recognition programs and your Partner Manager will let you know about these when appropriate.

## Deal flow

You qualify opportunities: It is important that deals are properly qualified for efficient processing. We recommend only qualifying opportunities where:

- The Customer Order expires with their existing solution within a 12 month period;
- You have had an in-person or virtual meeting on the opportunity;
- The Customer has an identified need for one of our products they do not already have or wish to switch out their incumbent; or
- The Customer has requested a review of our products.

**We assign Opportunities as Open:** We will assign opportunities in our CRM sourced internally or introduced by you. These will initially be assigned as Open Deals.

**We may assign Partners to Open Deals:** Our sales directors will assign Open Deals exclusively to Partners. We call these Registered Deals.

**We automatically expire deals at 6 months:** Registered or Open deals will expire in 6 months of creation. We may extend this on a case by case basis.

**Customer Orders:** You agree to ensure that your Customers Orders must be presented with and must acknowledge that our Products are provided by you under the terms of our Customer Agreement.

**Partner Orders:** For a Partner Order to be accepted by us the specific details of Products, Services, quantities and prices must be provided.

**We flag an Opportunity as lost:** Following expiry of an Opportunity or otherwise identification of it as lost we will close it. If you wish to pursue that Opportunity again in the future you must re-qualify the opportunity as usual.

## Sales Procedures

### Key terms

Any terms used in this Partner Program document which are not defined have the same meaning as found in any of the Partner Terms and Partner Contract.

**Application Form** means the application form that you must complete and submit to us in order to become appointed as a Partner.

**Customer Order** means an order by or for a Customer which sets out the customer's requirements for Products, Services.

**Opportunity** means a potential deal. It could be a new account, a renewal or sale of additional Products to an existing account,

**Partner Order** means an order produced by you or us setting out relevant details relating to a particular Customer Order.

**Qualified Opportunity** means a potential deal that has been properly qualified by you or introduced to you by us.

**Open Deal** means a qualified opportunity that is open to any Partner or is yet to be assigned an exclusive Partner.

**Registered Deal** means a qualified opportunity that has been exclusively assigned to a Partner.

**Spiff** is a time-sensitive Sales Performance Incentive Fund geared towards our Partners to boost sales activities and simultaneously strengthen relationships.

The following provides an overview of our deal registration procedures. Full details are set out in the Partner Program which is available on our website.



# Channel Conflict

The following provides a guide for how we manage conflict between channel partners.

**Exclusivity:** If an opportunity was referred to you by us then we require you to be exclusive to us. If an opportunity was referred to us by you then we request you to be exclusive to us.

**No action:** If a Registered Deal (i.e. assigned exclusively to a Partner) is not acted on (ie meeting booked) within 30 days then the Registered Deal becomes an Open Deal. We will use our best endeavours to notify you and you may challenge it by demonstrating communication with the Customer. We may at our discretion grant an extension for up to 90 days.

**Pricing:** If two Partners pursue the same Opportunity we will, at our discretion offer equivalent pricing to both Partners.

**Price protection:** Registered Deals are price protected for the assigned Partner. We discourage competitive Partners from quoting against registered Deals however this may occur where a Customer seeks their participation. If so, we will notify both parties and provide a lower margin to the non-registered Partner.

## Customer Success

We have designed a customer success program inclusive of training, support, communications and periodic check-ups.

We typically do not include our Partners in these activities however we may request your reasonable support from time to time.

We expect our Partners to contribute to Customer success through maintaining contact with the Customer and providing feedback or escalations to us immediately should concerns be identified.

## Invoicing & Payment

**Invoicing:** Margins on Products will be shown in Partner Orders sent to you. Discounting will be handled on a case by case basis at our discretion. Invoices are raised on approved Partner Orders (typically within 24 hours).

**Incentives:** We may offer incentives from time to time on specific Products or types of sales (e.g. early renewals). These will be communicated to you in specific notices which include terms such as timing and commission triggers.

**Payment Terms:** Our standard payment terms are 30 days from invoice date. Variations are available if approved in writing between us. Payment shall be inclusive of applicable withholding taxes. We prefer wire payment however we accept cheques.

**Cancellations:** Customers may cancel in accordance with our Customer Terms. Typically full contract payments are due, however variations will be handled on a case by case basis with you.

**Pricing:** Our Pricing is set and adjusted from time to time based on market conditions. We will provide you 30-Days notice of changes. Renewals will be subject to increases of 3-10%. Exceptions will be on a case by case basis at our discretion.

## Marketing & promotion

Collateral: To access our marketing collateral go to your regional site below:

[USA Partners](#)

[UK Partners](#)

**Marketing support:** Marketing support is available to select Partners in the form of consultative services and bespoke materials. Contact your Account Manager for details.

**Sales forecasts:** Where set out in the Partner Contract asks that you provide reasonable efforts to forecast expected hardware requirements, such forecasts are not commitments.

**Spiffs:** At Company's discretion we may implement, with prior approval required from You, a sales incentive program to drive collaboration and reward exceptional performance.

## Restrictions

The Partner Contract sets out any regional, segment or product restriction and any applicable to you. This is a fundamental term of your Partner Agreement.



# Getting Started

**Applications:** To become a Partner please contact:

[USA Partner Applications](#)

[UK Partner Applications](#)

Applications may be accepted or rejected at our absolute discretion. We will not provide you with reasons for any rejection.

**Partner Tiers:** We maintain tiers of partner status. Your tier and the applicable terms are set out in your Partner Contract and we may update these from time to time.

# Partner Support

**Partner Portal:** Our Partner Portal provides Partners with convenient access to information about the Program and the ability to register Deals. To log-in or request access go to:

[USA Partner Portal](#)

[UK Partner Portal](#)

**Partner Manager:** You will be assigned a dedicated Partner Manager. Your manager is your main point of contact and is focused on growing your business.

**Account planning:** Your Partner Manager is available for collaborative individual account and sales planning. Quarterly results and progress check-in meetings recommended.

**Training:** Content to support your sales teams can be found at the links below. We can provide bespoke sales, technical positioning training sessions upon request. Please contact your partner manager.

[USA Partner Training](#)

[UK Partner Training](#)

**News & Communications:** The monthly Partner Newsletter delivers the latest news on our Products, solutions, programs and resources.

**Disputes:** You must raise any issues or submit any dispute associated with a deal via:

[USA Partner Accounts](#)

[UK Partner Accounts](#)



## Contact

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