



## Category Referral Information Sheet & Agreement

**Find It Locally - Category Referral Members** are people who:

1. Have a registered business with an ABN They receive \$45.45 + GST (\$0.45) Total \$50 for each purchase recorded with their unique Find It Locally Referral Code
2. Can see the potential of the Category Page and take the First Sponsor Packages so they are the first business promoted.
3. Understand the Advertise on the Category Page (preferably utilising their existing database)
3. Sign an Agreement to be a Referral Marketer for a Category Page or Pages
4. 6 Months contract aiming to fill the Category Page with 60 Marketing Members (4 Sponsors & 56 Members)
5. Activities consist of contacting relevant businesses in their Category via phone, email, other media outlets
6. Successful Marketers (Filled a Category Page with 60 members) can take on another Category Page

### CONDITIONS

All Marketing must be conducted legally and ethically.

**No Spam.** You must comply with all up-to-date "SPAM" laws. For example, emails must be created and distributed in a personal manner, and bulk email distribution is strongly discouraged. Any distribution of your referral link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Ettitude's Refer A Friend Program.

1. Not conducted by overseas telemarketers
2. To include complete businesses to ensure customers **choice**

Renewal Pricing will change.                    \$660 goes to \$550  
   \$360 goes to \$320

As this is a 12 months subscription service there will be a renewal invoice issued to the customer and Referral Members receive \$45.45 + GST (\$50) for each renewal. Should the customer not renew the Referral Member is to replace the advertising place with a new customer.

Referral members only receive a referral reward for Category Pages not for any Local Community Notice Board Pages.

Should a Referral Member not wish to continue the page is simply returned to the FIL Agent.

*Next 5 pages: The Information Sheet & Agreement.*

**Find It Locally Pty Ltd**

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## **RE: Business Networking Project 2021 & Referral Marketers Information Sheet**

**Find it Locally operates with two major services**

### **1 - Find It Locally - Social Enterprise supporting Not-For-Profit organisation as Community Partners**

Find it Locally has provided all 8800 townships of Australia with a unique Community Notice Boards which we offer to local Not-For-Profit organisations so they can build more community engagement and raise funds for their local cause/projects. Find it Locally has partnered with 'The Werx Foundation Inc.' a registered NFP Charity and together formed 'The FundRise Project'.

FundRise was established to support the NFP community sector, with particular emphasis on building fund raising capacity while strengthening local communities and business, and opening new training and work pathways for volunteers and people marginalised by life circumstance.

### **2 - Find It Locally - Business Network Category Service (supporting Australian Businesses)**

Our aim is to:

- Give people more CHOICE when searching for businesses/product/services related to a Category within their Area eg. Melbourne, Sydney, Brisbane, Tasmania, NT, ACT, North NSW.
- Direct more online traffic to Australian Businesses and build a stronger community to business relationship.
- Offer Australian businesses affordable, long term, stable advertising.
- Offer opportunities for Australian Businesses to Network across consistent national platform

About the Category Pages:

- Find it Locally (FIL) has created 4200 backlinks Australia wide on Community Notice Boards which link to Category Pages eg. Antiques, Arts & Crafts, Tradies, etc. All Category Pages have their own SEO and are listed with Google and other search engines.
- There are over 200 Categories and 19 Areas Australia wide and currently we are filling the 4 Victorian Areas (Melbourne, East VIC, North VIC, West VIC).
- Each Category Page has the current capacity of 60 Advertising positions.

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## Proposal

The FIL Category Pages offers an opportunity for enterprising and well connected businesses or business individuals to:

- ✓ Leverage their network and connections
- ✓ Add value to their client and network base through offering them the service at a discount
- ✓ Earn an additional residual income stream
- ✓ Expand their network connections through working with Find It Locally

### Find It Locally Category Referrals are people who:

1. Have a registered business with an ABN
2. Have a business or industry database which relates to the Category
3. Advertise on the Category Page (preferably as a Major Sponsor so they are instantly identified)
4. Refer partners, industry associates, clients, relevant businesses to advertise and network on their Category Page with their Coded Discount

### Agreement:

1. Sign an Agreement to be a Referral Marketer for a Category Page or Pages
2. Fulfil a 6 month contract to fill the Category Page with 60 Marketing Members (4 Sponsors & 56 Members)
3. Following the 6 month contract period there will be a review. At this point 1 of 3 things can happen:
  1. If the page is filled the Category Referrer has the option to take on another Category Page
  2. The agreement is finalised and the Category Referrer has no more obligation
  3. If the Category Referrer has filled the page, they have the option to keep the page full as positions become available. The initial price of \$45.45 + GST will apply to renewals.

### Category Referrer Activities:

1. Contact relevant businesses in their Category via phone, email, other media outlets  
Standard Emails and Package Descriptions will be supplied.
2. Refer prospects to the Category Page.  
Once on the Category Page prospects click-through to the Registration page.  
Prospects insert the Referrals Code and receive the discount  
Referrer receives an Email Notification that the business has placed an order  
Fulfilment of the order is done by the Find It Locally - Category Manager  
All subsequent invoice, communications, art work etc. is conducted by the Category Manager
3. Stay on target to achieve the contract with 2 to 3 sales per week. (60 Advertisers within 6 months)
4. Renewals: Find it Locally will automatically issue renewal invoices to business clients. When renewal invoices are paid Category Referrers will be automatically paid their Referral Fee (See Below)

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If renewals does not occur the Category Referrer finds new businesses replacement for the advertising space.

## **Payments:**

Category Referrers receive \$45.50 + GST (\$50) per initial sale

Each Page equates to \$3000 (GST included)

On the 1st of each month Find It Locally Managers will send an Activity Statement

Category Referrers produce an invoice with 7 days.

Payment of invoice will occur within 48 hours of invoice lodgement

## **Renewals**

After 12 months businesses renew their advertising.

For those Category Referrers who have renewed their agreement an automatic payment of \$45+GST for each business renewal payment will be issued.

## **Future Possibilities**

### **Capacity:**

- As customer capacity grows, the category page may be split. This is at the discretion of the Category Page Manager.
- The Category Referrer remains in charge of their clients regardless on which page they are situated.
- Category Referrers will have the first right of refusal to the new page.

### **Multiple Areas:**

- Category Referrers may be offered additional category areas at the discretion of the Category Manager.
- Category Referrers will have the first right of refusal to the new area.
- There are 19 Areas which equates to \$3000 x 19 = \$57,000pa (GST Inclusive)

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# Find It Locally

## Category Referral Agreement

### REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered xxx Day of xxx Month of xx year with xxx (the “**Company**”) and xxx (the “**Referee** ”), collectively “the **Parties.**”

- 1. Purpose.** Company is in the business of Marketing. Company is desirous of gaining additional clients/customers for Advertising and Networking on the Find It Locally Category Pages. The Referee has clients that would benefit from the Advertising and Networking, and is in a position to refer potential clients/customers to Company. The purpose of the project is to provide a breadth of choice for customers therefore the Referee agrees to canvas clients based on this understanding.
- 2. Referral Arrangement.** Upon the effective Date of this Agreement, Referee may within the period of 6 months refer potential clients/customers to Company. Company will pay Referee a fee for these referrals.
- 3. Compensation.** Company shall pay Referee \$50 for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of Company. Company shall pay Referee within thirty (30) days of a completed referral, where a completed referral will be the engagement of the new client/customer.
- 4. Term & Territory.** This Agreement shall commence upon the effective Date, as stated above, and will continue until \_\_\_\_\_ . They referee has been allocated to fulfil the requirements of the Find It Locally Antiques Page for Melbourne with a total amount of 60 clients/customers.
- 5. Confidentiality.** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Referee in order for Referee to seek out potential referrals. Referee will not share any of this proprietary information at any time. Referee also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by it’s natural termination or the early termination by either party.
- 6. Termination.** This Agreement may be terminated at any time by either Party upon \_\_\_ days written notice to the other party. Upon termination, Company shall pay Referee all compensation due and owing for referrals made prior to the date of termination, but not yet paid.
- 7. Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 8. Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective Referees, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. 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.

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9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

10. **Disclaimer of Warranties.** Referee shall refer potential clients/customers as requested by Company. REFEREE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. REFEREE HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).

11. **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.

12. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in Australia. The Parties each represent that they have the authority to enter into this Agreement.

13. **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.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**"COMPANY"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**"REFEREE "**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_