

Roubler Partner Agreement

Last updated: 9th March 2017

If you are an accountant, bookkeeper or other provider of professional advisory services approved by Roubler Pte Ltd and its affiliates (**Roubler**) then you can become a recognised Roubler Partner and receive the benefits of the Roubler Partner Program (the **Program**). By applying for registration into the Program you are accepting and agreeing to the terms and conditions set out in this Partner Agreement (**Partner Agreement**), as well as Roubler's [Terms of Use](#), as updated or amended from time to time in Roubler's discretion (**Roubler's Terms of Use**), which are incorporated into this Partner Agreement by reference.

If you are agreeing to this Partner Agreement not as an individual but on behalf of your company, organisation, firm, partnership or other corporate entity, then you agree and acknowledge that you are binding such entity to this Partner Agreement, and that you are fully authorised to do so.

Roubler may update or modify this Partner Agreement from time to time in its sole discretion. All updates and modifications to this Partner Agreement will be published on Roubler's website, and notice of relevant material updates and modifications to this Partner Agreement will be communicated to you via email, at the email address on record.

Partnership Prerequisites

Prior to being accepted to the Program, you must:

- Fill out a Partner Application Form
- Have at least 1 staff member commit to completing Roubler certification within 60 days
- Setup your Roubler HQ subscription including designating a Principal and entering in payment information to establish your Practice Billing Account

(together, the **Partnership Prerequisites**).

Roubler will determine whether you are accepted to the Program once the Partnership Prerequisites above have been completed. Roubler reserves the right to accept or decline any organisation or individual as a Roubler Partner regardless of whether the Partnership Prerequisites have been met, for example if Roubler determines that you are likely to be unable to meet the Ongoing Requirements set out below.

Program Benefits

Once you have been accepted to, and as long as you remain part of, the Program, you will receive access to the applicable benefits of the Program, as modified or updated by Roubler from time to time, at the specified status level, including:

- Access to Roubler HQ – a subscription to manage clients centrally
- Discounted RoublerPay for internal use by your business
- Access to Partner-only information and support from a Roubler Account Manager

Ongoing Obligations

To maintain status as a Roubler Partner, you agree to:

- Actively promote Roubler to existing and potential clients consistent with your professional and ethical obligations
- Adhere to the Roubler Partner Code of Conduct
- Ensure that at least one staff member is up to date with Roubler certification at all times
- Either (a) add at least one paid client subscription (not including the Roubler subscription for internal use provided as part of the Program Benefits) to your Partner account within 90 days of acceptance into the Program, and then maintain at least one paid client subscription to your Partner account on an ongoing basis; or (b) be invited into, with an advisor role, at least one paid client subscription, and continue to be invited into, with an advisor role, at least one paid client subscription on an ongoing basis
- Promote Roubler on your website (if you have one) by maintaining an active hyperlink to www.roubler.com and adhering to the Roubler Brand Guidelines, including not using the Roubler name or logo anywhere in your company/partnership name, registered business name, product name, service offering, URL, or any social media accounts
- Otherwise act in good faith in the offering and use of Roubler

Duration of the Partner Agreement

This Partner Agreement is effective immediately upon you being accepted into the Program by Roubler, and remains in force until:

- Superseded by Roubler at any time effective upon the online publication of updated or modified terms – notice of relevant material updates and modifications to this Agreement will be communicated to you via email, at the email address on record
- This Partner Agreement is terminated by either party for any reason by providing one month's notice in writing to the other party

- This Partner Agreement is terminated by either party, with immediate effect upon written notice being provided to the other party, for that other party's material breach of any of the terms of this Partner Agreement

If this Partner Agreement is terminated for any reason, you will no longer be able to participate in, or receive the benefits of, the Program.

For the avoidance of doubt, notwithstanding the termination of this Partner Agreement, Roubler's [Terms of Use](#) will continue to apply to your use of the Services (as defined in Roubler's [Terms of Use](#)) that Roubler may make available to you as a non-partner, and the following sections of this Partner Agreement will survive any such termination: "Applicability of Roubler's Terms of Use", "Relationship of Parties" and "Indemnity".

Billing

If your client does not wish to manage and pay for a Roubler Business Edition subscription themselves, you may manage and pay for that subscription on their behalf.

To qualify for applicable reduced pricing on Roubler Business Edition subscriptions for which you are the Subscriber (as defined in Roubler's [Terms of Use](#)), you must:

- only have 1 billing account associated with your Roubler Business Edition subscriptions, and 1 billing account associated with your Roubler Partner Edition subscriptions
- the billing account must be paid by you or your business and not by an individual client
- nominate and advise Roubler who, within the business, will be responsible for all matters relating to the billing account

You agree to adhere to the Roubler subscription and payment terms set out in Roubler's [Terms of Use](#), as updated or amended from time to time.

Status

Partner status is determined in accordance with the Partner Points Scheme in place from time to time. More information regarding the Partner Points Scheme is set out in the partner points scheme on the website. For the avoidance of doubt, any determinations by Roubler on matters relating to the Partner Points Scheme (including status level and the operation of the points system) will be final.

Applicability of Roubler's Terms of Use

This Partner Agreement applies in addition to, and should be read in conjunction with, Roubler's [Terms of Use](#), which are incorporated in this Partner Agreement by reference to the extent applicable and which govern matters in relation to your dealings with Roubler, including limitations on liability, indemnification, intellectual property, and governing law.

You acknowledge and agree that all access (including by Invited Users, as defined in Roubler's [Terms of Use](#)) to Roubler's services will be subject to Roubler's then current [Terms of Use](#).

In the event of any inconsistency between this Partner Agreement and Roubler's [Terms of Use](#), Roubler's [Terms of Use](#) will take priority.

Relationship of Parties

No agency, partnership, joint venture or employment is created between Roubler and you as a result of this Partner Agreement. You are not authorised to create any obligation, express or implied, on behalf of Roubler.

Indemnity

You agree to indemnify Roubler against any and all claims, costs, damages and/or loss that Roubler may sustain or incur, as a result of any claim by a third party, including your clients and any Roubler users, arising from: (a) your acts or omissions including, but not limited to, your provision of professional services, implementation support, or other products or services, (b) your breach of this Partner Agreement.

Points Guide

Your partner status is based on the points guide set out below. More details are available on the status level website page.

This guide has been developed to give an overview of how you can earn points in the Roubler Partner Program.

Subscription points

How to earn points:

- Owning the subscription for a client on Roubler.
- Being invited in with the advisor role into your client's active Roubler subscription.

Things to note:

- You receive points for the average number of employees rostered on in any given payroll period over the course of a month. You must exceed the subscription points needed for each level for 3 months to move to the next status level
- Trial organisations do not count towards points. The subscriptions must be paying.
- Points will be calculated based on active employees used by a legal entity.
- Point values per clients are described on the status level website page of Roubler.com.
- To receive points for being “invited into” a client’s active Roubler subscription, where the client is paying for the subscription, you must be actively serving clients (defined as having logged into the client’s organisation within the last 120 days).

Additional things to note

- At least 1 member of your staff must hold a current Roubler certification. Partner Benefits including reduced pricing on Roubler subscriptions for which you are the Subscriber (as defined in Roubler’s [Terms of Use](#)) will be suspended in the event that no-one associated with your firm has a current Roubler certification.
- All Roubler Business Edition subscriptions that your business owns must be on one billing account. Partner Benefits including reduced pricing on Roubler subscriptions for which you are the Subscriber (as defined in Roubler’s [Terms of Use](#)) may be suspended until you consolidate your billing accounts or transfer billing to your clients.
- Only staff members that are actively serving clients (defined as having logged into client organisations in the last 60 days) will count towards your Roubler certification requirements.
- You and your staff must be listed as a Practice Staff member in Roubler HQ for Roubler certifications to be recognised.
- This points program may be superseded by Roubler at any time effective upon the online posting of modified points scheme.