

SOLDO PARTNER AGREEMENT

IF YOU ARE AN ACCOUNTANT, BOOKKEEPER OR OTHER PROVIDER OF PROFESSIONAL ADVISORY SERVICES APPROVED BY SOLDO LIMITED AND ITS AFFILIATES (**SOLDO**) THEN YOU CAN BECOME A RECOGNISED PARTNER AND RECEIVE THE BENEFITS OF THE PARTNER PROGRAMME (THE **PROGRAMME**). BY APPLYING FOR REGISTRATION INTO THE PROGRAMME YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS SET OUT IN THIS PARTNER AGREEMENT (**PARTNER AGREEMENT**), AS WELL AS [SOLDO SERVICES TERMS OF USE](#) AND [SOLDO BUSINESS ACCOUNT TERM AND CONDITIONS](#), AS UPDATED OR AMENDED FROM TIME TO TIME IN SOLDO'S DISCRETION (**SOLDO'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.

SOLDO 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 SOLDO'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.

IF YOU HAVE ANY QUERIES ABOUT THIS SERVICE PLEASE CONTACT OUR CUSTOMER SUPPORT.

1. PARTNERSHIP PREREQUISITES

Prior to being accepted to the Programme, you must fill out a Partner Application Form. Upon preliminary acceptance you must register for Soldo Services and set up a Soldo Account to establish your Practice Account and Services.

(together, the Partnership Prerequisites).

Soldo will determine whether you are accepted to the Programme once the Partnership Prerequisites above have been completed. Soldo reserves the right to accept or decline any organisation or individual as Partner regardless of whether the Partnership Prerequisites have been met.

2. PROGRAMME BENEFITS

Once you have been accepted to, and as long as you remain part of, the Programme, you will receive access to the applicable benefits of the Programme, as modified or updated by Soldo from time to time including:

- One Free subscription to Soldo Services for internal use by your business;
- Access to applicable reduced pricing for your clients that you will be able to register for the use of Soldo Services and Soldo Account ("**Your Customers**");
- Access to Partner-only information and support from Soldo;

3. ONGOING OBLIGATIONS

To maintain status as a Partner, you agree to:

- Actively promote Soldo to existing and potential clients consistent with your professional and ethical obligations.
- Adhere to the Soldo Partner Code of Conduct.
- According to the Plan you have selected for you and Your Customers, pay the invoices for the Service Fee, as defined in Soldo Services Term of Use, which will be issued periodically to your Practice Soldo Account.
- Promote Soldo on your website (if you have one) by adding the Official Soldo logo which will be provided by Us to you in the proper format.
- Otherwise act in good faith in the offering and use of Soldo.

4. DURATION OF THE PARTNER AGREEMENT

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

- Superseded by Soldo 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 Programme.

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

5. BILLING

If You have selected to manage and pay for Soldo's Services fees on behalf of Your Customers, you are obliged to do so on their behalf.

To qualify for applicable reduced pricing on Soldo Service fees for Your Customers for which they are Company (as defined in Soldo's Services Terms of Use), you must:

- have 1 (one) Soldo Business Free Account in the name of your Firm;
- promptly pay yours and Yours Customers' Service Fees (if applicable);
- communicate to Us, within 15 days from the termination, if Your Customers are no longer a client of your practice.

You agree to adhere to the Soldo payments' obligation set out in Soldo's Services Terms of Use, as updated or amended from time to time.

5. APPLICABILITY OF SOLDO'S SERVICES TERMS OF USE

This Partner Agreement applies in addition to, and should be read in conjunction with, Soldo's Services 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 Soldo, including limitations on liability, indemnification and intellectual property.

You acknowledge and agree that all access to Soldo's Services will be subject to Soldo's then current Services Terms of Use and Soldo Business Account Term and Conditions.

In the event of any inconsistency between this Partner Agreement and Soldo's Services Terms of Use and Soldo Account Terms and Conditions, the latter will take priority.

6. RELATIONSHIP OF PARTIES

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

7. INDEMNITY

You agree to indemnify Soldo against any and all claims, costs, damages and/or loss that Soldo may sustain or incur, as a result of any claim by a third party, including Your Customers and any Soldo 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.

8. GENERAL

Entire agreements and delays. This Partner Agreement, together with the Soldo Services Terms of Use, the Soldo Business Account Terms and Soldo Privacy Policy, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Soldo. Any delay or failure by Us to exercise any right or remedy under this Partner Agreement shall not be interpreted as a waiver of that right or remedy or stop Us from exercising Our rights at any subsequent time.

No assignment. You may not novate, assign or transfer any rights and/or benefits under this Partner Agreement. We may assign, transfer or novate Our rights and benefits and obligations at any time without prior written notice to You. If You do not want Us to transfer Your Partner Agreement to a new provider, You may contact Us and We will terminate this Partner Agreement.

Severability. In the event that any part of this Partner Agreement is held not to be enforceable or in conflict of the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. This shall not affect the remainder of these Partner Agreement, which shall remain in full force and effect.

Governing law and jurisdiction. This Partner Agreement is written and available only in English and all correspondence with You and any User shall be in English. This Partner Agreement is governed by the laws of England and Wales and You agree to the exclusive jurisdiction of the English courts for all disputes arising out of or in connection with these Terms of Use.

Notices. Any notice given under this Partners Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Soldo shall be sent to partners@soldo.com or to any other email address notified by email to You by Soldo. Notices to You will be sent to the email address on record.

Rights of third parties. A person who is not a party to this Partner Agreement has no right to benefit under or to enforce any term of this Partner Agreement.