

SERVICE MODULE 9

REFERRAL TERMS AND CONDITIONS

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **“Master Agreement”**). Subsequent to entering into the Master Agreement, the Account Holder has made, or shown an interest in making, a Referral (As defined below). Thomas is willing to grant to the Account Holder a Referral Incentive (as defined below) if such Referred Client purchases any Solution(s) from Thomas.

These Service Module terms and conditions (the **“Service Module Terms”**) shall apply to and govern any Referrals made by the Account Holder. These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Master Agreement and these Service Module Terms, the terms of these Service Module Terms shall take precedence accordingly.

1. REFERRALS

A **“Referral”** will be made each time the Account Holder provides contact details of a Prospective Client, and as a result of which the Prospective Client makes a Relevant Order (at which point the Prospective Client becomes a **“Referred Client”**).

2. REFERRAL INCENTIVES

2.1 Subject to clauses 2.2, 2.3 and 5 of these Service Module Terms and any other applicable Service Module Terms, for each Referral made by the Account Holder under and in accordance with these Service Module Terms, the Account Holder may, at Thomas' absolute discretion, be entitled to any one (1) (at the Account Holder's choosing) of the following incentives:

2.1.1 one hundred (100) Units free of charge; or

2.1.2 a twenty five percent (25%) discount in relation to one (1) Online Training Course,

each a **“Referral Incentive”**).

2.2 Thomas will, as soon as reasonably practicable, following the date of a Referral made by the Account Holder, notify the Account Holder that the Prospective Client has entered into a Relevant Order and that the Account Holder is entitled to a Referral Incentive.

2.3 The Account Holder acknowledges and accepts that Thomas shall be under no obligation to:

2.3.1 follow-up the provision of any Prospective Client contact details to it by the Account Holder pursuant to clause 1; or

2.3.2 enter into a Relevant Order with a Prospective Client referred to it by the Account Holder.

3. LIMITATIONS

3.1 The Account Holder shall have no authority to:

3.1.1 hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind Thomas in any way;

3.1.2 do any act which might reasonably create the impression that the Account Holder is authorised to bind Thomas in any way;

3.1.3 make or enter into any contracts or commitments or incur any liability for or on behalf of Thomas, including for the provision of Solutions or the price for them; and/or

3.1.4 negotiate any terms for the provision of the Solutions with Prospective Clients.

3.2 The Account Holder shall not:

3.2.1 produce any marketing material for Thomas' Solutions or use Thomas' name, logo or trademarks on any marketing material for the Solutions without the prior written consent of Thomas; and/or

3.2.2 make or give any representations, warranties or other promises concerning the Solutions which are not contained in Thomas' marketing materials.

3.3 Where the Account Holder makes a Referral under and in accordance with these Service Module Terms and the relevant Referred Account Holder then refers Thomas to a further third party who purchase Solutions from Thomas, the Account Holder shall not, by virtue of such initial Referral, be deemed to have Referred the further third party to Thomas.

4. DISPUTES

4.1 If a dispute arises as to whether the Account Holder is entitled to a Referral Incentive, Thomas' decision shall be final and binding on both parties.

5. CHANGES, SUSPENSION AND DISCONTINUATION

5.1 Thomas may change, suspend or discontinue the

Referral Incentives or the meaning of a Relevant Order at any time at its sole discretion.

6. DEFINITIONS

6.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

“Prospective Client” means a person with whom Thomas has not previously contracted with and to whom Thomas has not at any time previously provided any Solution(s) to;

“Referral” has the meaning given to it in clause 1;

“Referral Incentive” has the meaning given to it in clause 2.1; and

“Referred Client” has the meaning given to it in clause 1; and

“Relevant Order” means an Order for Thomas Solutions which must include a purchase of a platform licence that is entered into between Thomas and a Referred Account Holder; and receipt by Thomas of payment in respect of the same, as may be updated from time to time at Thomas' sole discretion.