



INTEGRICITY TECHNOLOGY LIMITED

Referral Partner Programme

Terms and Conditions

Issued by	Integricity Technology Limited
Address	Suite 7382, 17b Farnham Street Parnell, Auckland 1052 New Zealand
Website	www.integricity.co.nz
Effective Date	18 September 2026
Version	4.0

CONFIDENTIAL — FOR REFERRAL PARTNER USE ONLY



1. Introduction

These Terms and Conditions (“Agreement”) govern participation in the Integricity Technology Limited Referral Partner Programme (“Programme”). By registering for the Programme, you (“Referral Partner” or “Partner”) agree to be bound by this Agreement.

This Programme is operated by Integricity Technology Limited (NZBN: 9429042288664), a company incorporated in New Zealand (“Integricity”, “we”, “us”, “our”), with its registered office at Suite 7382, 17b Farnham Street, Parnell, Auckland 1052, New Zealand.

This Agreement is governed by the laws of New Zealand and is subject to the Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Contract and Commercial Law Act 2017, and the Privacy Act 2020 where applicable.

2. Definitions

In this Agreement, the following terms have the meanings set out below:

- “Eligible Referral” means a business introduced by the Partner to Integricity that meets the criteria set out in clause 5.
- “Qualifying Contract” means a signed managed services agreement between Integricity and an Eligible Referral.
- “Net Monthly Recurring Revenue (Net MRR)” means the monthly fee charged by Integricity to the referred client, excluding any third-party costs passed through to the client (including but not limited to Microsoft 365 licensing, software subscriptions, hardware, and vendor services).
- “Referral Fee” means the payment calculated in accordance with clause 7 of this Agreement.
- “Introduction” means a warm introduction made by the Partner that connects a prospective client to Integricity, where no prior commercial relationship exists between Integricity and that prospective client.
- “Qualification Period” means the first two consecutive calendar months of an active Qualifying Contract.

3. Programme Overview

The Programme enables individuals and businesses (“Referral Partners”) to earn a Referral Fee by introducing new business clients to Integricity’s managed IT services. Partners are not required to sell, promote, or explain Integricity’s services — the sole obligation of the Partner is to make a genuine introduction.

Integricity will manage all sales conversations, client presentations, negotiations, and contract execution independently. Partners must not make representations about Integricity’s services, pricing, or capabilities on Integricity’s behalf.

4. Eligibility to Participate

To be eligible as a Referral Partner, you must:

- Be 18 years of age or older;



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- Be legally authorised to work and enter contracts in New Zealand;
 - Register your interest via Integricity's official referral registration form;
 - Receive written confirmation of acceptance from Integricity;
 - Not be a current employee, director, or contractor of Integricity Technology Limited.

Integricity reserves the right to decline any application to the Programme at its sole discretion without providing reasons.

5. Eligible Referrals

A referral will only qualify for a Referral Fee if ALL of the following conditions are met:

1. The referred business is not already an existing client of Integricity at the time of introduction;
2. The referred business has not been in active sales discussions with Integricity within the preceding 12 months;
3. The introduction is made via a method agreed with Integricity (email CC, LinkedIn introduction, or phone call with Integricity staff present);
4. The Partner notifies Integricity of the introduction in writing prior to or at the time of the introduction, clearly identifying the business being referred;
5. The referred business subsequently enters into a Qualifying Contract with Integricity;
6. The referred business remains a paying client of Integricity for the full Qualification Period of two consecutive months.

If more than one Partner claims credit for the same referral, the first registered written introduction will take precedence. Integricity's determination in such disputes is final.

6. Partner Obligations

As a Referral Partner, you agree to:

- Make introductions honestly and in good faith;
- Not misrepresent Integricity's services, pricing, or capabilities to any prospective client;
- Not make any promises, commitments, or guarantees on Integricity's behalf;
- Comply with all applicable New Zealand laws, including the Fair Trading Act 1986 (which prohibits misleading and deceptive conduct);
- Disclose your participation in this Programme to any party you introduce to Integricity, as required under the Fair Trading Act 1986;
- Not engage in spam, unsolicited mass communication, or any misleading advertising when promoting your involvement in the Programme;
- Immediately notify Integricity if you become aware of any conflict of interest that may affect your referrals.

7. Referral Fee

7.1 Calculation

The Referral Fee is calculated as two (2) times the Net Monthly Recurring Revenue (Net MRR) generated by Integricity from the referred client's Qualifying Contract.



Example calculation

A client's total monthly invoice is NZD \$1,800, of which NZD \$600 represents third-party costs (e.g. Microsoft 365 licensing). Net MRR = NZD \$1,200. Referral Fee payable = NZD \$2,400.

7.2 Exclusions from Net MRR

The following are excluded from the Net MRR calculation:

- Third-party software licensing fees (including Microsoft 365, Adobe, and similar subscriptions);
- Hardware procurement costs;
- Any vendor or subcontractor costs passed through to the client;
- GST and other applicable taxes.

7.3 Payment Timing

The Referral Fee will be paid in a single lump sum payment upon successful completion of the Qualification Period — that is, after the referred client has completed two consecutive months as an active paying client of Integrity.

Payment will be made within 30 days of the Qualification Period end date, provided that:

- The referred client's account is not in arrears;
- The Partner has submitted a valid tax invoice to Integrity;
- The Partner has provided their New Zealand bank account details for payment.

7.4 GST

If the Partner is GST-registered, they must include GST on their tax invoice. Integrity will pay the GST component in addition to the Referral Fee. Partners are solely responsible for their own tax obligations arising from receipt of Referral Fees.

8. Clawback and Non-Payment

No Referral Fee is payable if the referred client cancels, terminates, or does not pay their invoices at any point during the Qualification Period. In such circumstances, the referral will be deemed not to have qualified.

If a Referral Fee has been paid and it is subsequently discovered that the referral did not meet the eligibility criteria in clause 5, Integrity reserves the right to recover the full Referral Fee amount. The Partner agrees to repay any such amount within 30 days of written notice from Integrity.

9. No Agency, Employment, or Partnership

Nothing in this Agreement creates an employment relationship, agency, partnership, or joint venture between the Partner and Integrity. The Partner has no authority to bind Integrity contractually or to make representations on its behalf.

Partners are independent contractors. They are solely responsible for their own income tax obligations, ACC levies, and any other statutory obligations arising from payments received under this Programme.



10. Privacy and Data

Integrity collects and holds personal information about Referral Partners for the purposes of administering this Programme, processing payments, and complying with legal obligations. This is done in accordance with the Privacy Act 2020 (NZ).

When a Partner introduces a prospective client, the Partner warrants that:

- They have the consent of the prospective client to share their contact details with Integrity;
- The introduction does not breach any confidentiality obligations owed to that prospective client.

Integrity's full privacy policy is available at www.integrity.co.nz. Partners and referred clients may request access to, or correction of, personal information held by Integrity at any time.

11. Intellectual Property

Partners may refer to Integrity by name and describe the Programme in good faith. However, Partners must not use Integrity's logo, trademarks, or branding materials without prior written approval from Integrity.

12. Termination

Either party may terminate a Partner's participation in the Programme by giving 14 days' written notice. Termination does not affect the right to receive a Referral Fee for introductions already made prior to the termination date, provided those referrals subsequently satisfy all conditions in clause 5.

Integrity may terminate a Partner's participation with immediate effect and without Referral Fee if the Partner:

- Breaches any provision of this Agreement;
- Engages in misleading, deceptive, or fraudulent conduct;
- Makes misrepresentations about Integrity's services to prospective clients;
- Is subject to insolvency proceedings.

13. Limitation of Liability

To the maximum extent permitted by New Zealand law, Integrity's total liability to a Partner under or in connection with this Agreement is limited to the value of the Referral Fee payable (if any) in respect of the specific referral giving rise to the claim.

Integrity is not liable for any indirect, consequential, or special loss suffered by a Partner, including loss of anticipated Referral Fees where a prospective client declines to contract with Integrity.

Nothing in this clause limits liability for fraud, wilful misconduct, or any liability that cannot be excluded by law under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

14. Dispute Resolution



If a dispute arises in connection with this Agreement, the parties agree to attempt to resolve it in good faith through direct negotiation within 20 business days of one party notifying the other of the dispute.

If the dispute is not resolved through negotiation, either party may refer the matter to mediation through the Resolution Institute of New Zealand (www.resolution.institute) before commencing formal legal proceedings.

This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

15. Modifications to This Agreement

Integrity reserves the right to modify these Terms and Conditions at any time. Partners will be notified of material changes by email at least 14 days before they take effect. Continued participation in the Programme after the effective date of any changes constitutes acceptance of the updated terms.

The most current version of this Agreement will be published at www.integrity.co.nz/partner-with-us.

16. General

- Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the Programme and supersedes any prior arrangements or representations.
- Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force.
- Waiver: A failure to enforce any provision of this Agreement is not a waiver of that provision.
- Notices: Notices under this Agreement must be in writing and sent to the contact details provided at registration. Integrity's contact email is sales@integrity.co.nz.

These terms do not limit your rights under New Zealand consumer law.



Schedule 1 — Agreement Acceptance

About this section

By signing below, both parties confirm they have read, understood, and agreed to be bound by the Integrity Referral Partner Programme Terms and Conditions (Version 4.0, dated 18 September 2026) set out in this document. This signed agreement constitutes a binding contract under the Contract and Commercial Law Act 2017 (NZ). A countersigned copy will be returned to the Referral Partner for their records.

PART A — REFERRAL PARTNER DETAILS

Full legal name of individual or entity

Trading name (if different)

Physical address

City & postcode

Email address

Phone number

GST number (if registered)

NZBN (if applicable)

PART B — PAYMENT DETAILS

Please provide your New Zealand bank account details for referral fee payments.

Bank name

Account name

Account number (include branch)

PART C — ACCEPTANCE AND SIGNATURES

Each party confirms that they have read this Agreement in full, have had the opportunity to seek independent legal advice, and agree to be bound by its terms.



INTEGRICITY TECHNOLOGY LIMITED

Managed IT Services | Auckland, New Zealand

SIGNED by REFERRAL PARTNER

Signature:

Full name:

Title / Capacity:

Date:

SIGNED for INTEGRICITY TECHNOLOGY LIMITED

Signature:

Full name:

Title / Capacity:

Date:

PART D — WITNESS (OPTIONAL BUT RECOMMENDED)

A witness is not required for this agreement to be binding under New Zealand law, but is recommended for higher-value relationships as additional evidence of execution.

Witness signature:

Witness full name:

Date:

Witness occupation:

Witness address:

Integrity Technology Limited | www.integrity.co.nz | Auckland, New Zealand

These terms do not limit your rights under New Zealand consumer law.