



Flippa's marketplace is adding 1000 plus new buyers daily. This network is looking for high value digital assets and online businesses to acquire. Through Spotter, You are invited to refer businesses to Flippa in exchange for a spotters fee.

Spotter Agreement

This *Spotter* Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between You/Your/The Spotter and Flippa.com Pty Ltd (ACN 135 57s0 713) of 71-73 Balmain Street, Cremorne VIC 3121 ("Flippa"). For good and valuable consideration, the receipt of which is hereby acknowledged, You and Flippa agree as follows.

1. Referrals

- 1.1 During the Term, You will endeavour to refer online business owners to Flippa ("Referred Leads"). This Agreement does not obligate You to make any particular number of referrals, and does not obligate Flippa to accept any particular number of Referred Leads.
- 1.2 You will introduce Flippa to the founder, business owner or key decision maker of the Referred Lead via email, providing as much information as you have on hand about the Referred Lead. For example, how You came to know of the Referred Lead, your relationship with the founder/decision maker of the Referred Lead, its name, business model, asset type, URL.
- 1.3 To be eligible for Spotter, a Referred Lead must not already exist within the Flippa sales pipeline.

2. Fees

- 2.1 Should the Referred Lead list and subsequently sell on Flippa, Flippa will pay You the sum of thirty per cent (30%) of the success fee received by Flippa as a result of the eventual sale of the Referred Lead.
- 2.2 Flippa will pay you the Fee within fourteen (14) days of completion of the sale of the Referred Lead and subsequent payment of the success fee to Flippa.

3. Term

- 3.1 This Agreement is effective as of the Effective Date set forth above and will remain in effect for twelve (12) months or until terminated by either party providing the other with no less than thirty (30) days advance-written notice.
- 3.2 The following provisions shall survive expiry of this Agreement: Sections 4 (Confidentiality), and 5 (Miscellaneous).

4. Confidentiality

- 4.1 Both parties, and either party's affiliates, and their or their affiliates' officers, directors, trustees, employees, advisers, agents and other personnel, shall use at least the same care and discretion to prevent disclosure of Confidential Information (as hereinafter defined) of the other party as it uses with similar Confidential Information of its own that it does not desire to disclose, but in no event with less than a reasonable degree of care. Either party may use Confidential Information of the other party in order to carry out its obligations hereunder, but in doing so will only allow dissemination of Confidential Information internally on a need-to-know basis (provided such persons are first informed of the confidential nature of such information and directed to use or disclose it only as permitted herein).
- 4.2 If either party must disclose any Confidential Information of the other party as required by law, then that party may make such disclosure after providing the other party with reasonable notice so that the other party may seek protective relief.
- 4.3 Nothing herein shall be construed as granting either party any property rights, by license or otherwise, to any Confidential Information of the other party, or to any invention or any patent, copyright, trademark, or other intellectual property right of the other party except as specifically provided for in this Agreement. Neither party shall make, have made, use or sell any product or service or other item using, incorporating or derived from any of the other party's Confidential Information except as provided in this Agreement.
- 4.4 The obligations under this section will survive expiration of the Term, but Confidential Information that is not a trade secret will cease to be protected hereunder two (2) years after expiration of the Term, each party will return to the other party all of that other party's Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all such other Confidential Information in that party's possession.

- 4.5 For purposes of this section, "Confidential Information" means (1) business or technical information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret (as defined under applicable law), of or about a party provided or made available by such party to the other party that is competitively or commercially valuable to that party and not generally known or readily available by legal means to others, and (2) information regarding the existence, content or status of the business relationship described herein. Confidential Information shall not include information which (i) at the time of disclosure, was published, known publicly, or otherwise in the public domain, (ii) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the party receiving the Confidential Information, (iii) prior to the time of disclosure, is known by that receiving party or, after disclosure, is independently developed by that receiving party as evidenced by its written records, (iv) after disclosure, is made available to that receiving party in good faith by a third party who is under no obligation of confidentiality or secrecy to the party disclosing the Confidential Information, or (v) information agreed to be disclosed in accordance with this section.

5. Miscellaneous

- 5.1 Notice. All notices under this Agreement will be given in writing or by written telecommunications via overnight mail, facsimile, or electronic mail to addresses provided by the respective parties.
- 5.2 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination will not affect the validity or enforceability of any other part or provision of this Agreement.
- 5.3 Waiver. The waiver by any party of any breach of any provision of the Agreement by any other party will not be construed to be a waiver of that party's rights regarding any succeeding breach of any such provision or a waiver of the provision itself.
- 5.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications among the parties. This Agreement may not be released, discharged or modified except by an instrument in writing signed by the parties.
- 5.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to any applicable conflicts of laws, except to the extent that certain matters may be governed by federal law by reason of pre-emption.
- 5.6 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between You and Flippa. Neither party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party will have the power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors

- 5.6 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between You and Flippa. Neither party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party will have the power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractors

- 5.7 Assignment; Effect of Change in Control. Neither party may assign its rights or obligations under this Agreement (whether by merger, consolidation, sale of assets, sale of stock or otherwise) without the other parties' written consent.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective as of the Effective Date.

Flippa.com Pty Ltd. "Flippa"

[Spotter Name] "You"

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Signature

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Signature

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Print Name

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Print Name

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Title

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Title

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Date

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Date