



GRID Partner

Terms & Conditions



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1. These Terms & Conditions (the “**T&Cs**”) establish a relationship between you (the “**Partner**”) and GRID Finance Impact Ltd (“**GRID**”) so that the Partner, at your option, refer to GRID, businesses (“**Borrowers**” or “**Referred Parties**”) that would like to receive financing (“**Loan**”) via GRID’s web-based platform. These T & C s set forth the terms and conditions that shall govern the relationship between GRID and the Partner.

By agreeing to these GRID Partner Terms & Conditions and/or by continued use of the Platform, the Partner is bound by the entirety of these GRID Partner Terms and Conditions and any other document that is incorporated by reference to these GRID Partner Terms & Conditions. If there is any inconsistency between these GRID Partner Terms & Conditions and any document referenced, these GRID Partner Terms & Conditions will prevail.

2. **MARKETING/PUBLICITY:**

a. **Best Efforts:** The Partner will use its best efforts to market the lending services of GRID, including regularly communicating the value propositions and benefits of working with GRID with existing and potential borrowers.

b. **Marketing Activities:** Partner must (i) use only information and materials provided by GRID to market our brand unless we have reviewed your materials in advance and given written consent, (ii) conduct your activities in compliance with applicable laws and regulations, (iii) accurately describe GRID’s services and fees, (iv) not use GRID’s name in any bulk email whatsoever unless we have given our advance written consent, (v) not indicate to any Referred Party that you are the lender, (vi) not advertise or represent that you or GRID can offer the best interest or discount rates available.

c. **Marketing Expertise and Expenses:** GRID has chosen the Partner to market the Loans because the Partner has represented and demonstrated to GRID that it has sufficient ability and expertise to properly carry out its duties under these T&Cs. Neither of us may disparage the other in any manner nor engage in any conduct that is harmful to the reputation of the other. Any marketing activities you undertake will be at your sole expense unless otherwise agreed in advance in writing. Except for the links described in Section 3 (*License to Use Marks*) below, neither of us may issue any press release or other publicity regarding our relationship without the other’s advance written consent.

3. LICENSE TO USE MARKS

a. Each of us wishes to fully protect our rights in our respective names, logos, trademarks, trade names, domain names, and other identifying indicia (“Marks”). Therefore, we each authorize each other to use our respective Marks only in the very specific ways that we state in this Section or in the specific ways that we may subsequently authorize in writing.

b. **Partner’s Use of GRID Marks:** You may: (i) establish a hypertext link from your approved web-site (the “**Partner Web Site**”) to www.gridfinance.ie (the “**GRID Web Site**”), (ii) use GRID’s name and approved domain name solely for displaying this link and (iii) use a “GRID” logo provided by GRID.

c. **GRID’s use of the Partner Marks:** We may: (i) establish a hypertext link from the GRID Web Site to the Partner Web Site, (ii) use your name and approved domain name solely for displaying this link, and (iii) use the “Partner” logo provided by you to GRID.

d. **Supervision/Revocation:** Each of us agrees to comply with the other party’s ongoing instructions and supervision with respect to its Marks, including (i) the context in which the Marks are used, (ii) the substitution of a newer version of a Mark for a version previously authorized, (iii) the size, colour, and graphic quality of the display of the Marks, and (iv) all other matters within the reasonable discretion of the owner of the Marks. Either of us may revoke any license to use one or more of our Marks at any time for any reason within our sole discretion. Each of us agrees to stop using the other party’s Marks as soon as reasonably possible following receipt of a notice of revocation of a license, or receipt of a notice of non-renewal or termination of the relationship under Section 11 (*Term and Termination*) below, and in all events by the effective date of expiration or termination of the relationship.

4. LEAD REGISTRATION: To register a Referred Party and be entitled to receive any compensation from GRID, the Partner must identify the prospective Referred Party by submitting a complete application. GRID may refuse to register a Referred Party for any reason, in its sole and absolute discretion, including if the proposed Referred Party is the subject of a then-active direct GRID sales effort or has previously been referred by another partner or other person, or the Referred Party is not a desirable prospect and/or fails to meet our eligibility and underwriting criteria in effect at such time. Should a Referred Party not be eligible at the time of application or the Partner fails to secure a signed loan offer from the Referred Party at the time of referral for whatever sales objections, should that Referred Party contact GRID directly at a later stage and directly submit an application that is successful, that originally Referred Party will not be deemed to have been referred by the Partner.

5. LENDING GUIDELINES: GRID will provide the Partner with its most up-to-date Lending Guidelines. GRID reserves the right to change its Lending Guidelines at any time and without prior notice.

6. BORROWER INFORMATION: The Partner will collect and provide to GRID the requested information and documentation GRID reasonably requires to make a commercial lending decision on the Referred Party unless another collection

arrangement is agreed. The Partner is fully authorised by the Referred Party to source lending and circulate and provide information to GRID. In supplying information to GRID, it is taken the Referred party is aware and has consented to GRID's privacy policy and general terms and conditions.

7. LOAN APPROVALS: GRID has the exclusive right and sole discretion to determine when it will approve or make Loans. GRID has the exclusive right and sole discretion to refuse to make a Loan for any reason whatsoever, without limitation, even if a Loan meets or exceeds the requirements of the Lending Guidelines.

8. FEES & COMMISSION:

a. **Compensation.** If a Referred Party enters a Loan for the first time with GRID as a direct result of the referral by the Partner, then GRID shall pay Compensation (the "Compensation") to Partner. The amount and timing of this compensation is detailed within our Partner FAQ's and may be revised from time to time. If they are revised you will be made aware of this. Compensation is wholly dependant on the Partner fully utilising the GRID platform for submission and progression of applications.

b. **Defaulted Loans.** In the event a Referred Party defaults on a Loan within ninety (90) days of the Loan issuance, then GRID may demand and Partner shall immediately return to GRID the Compensation paid to Partner with respect to that Referred Party. Partner authorizes GRID to deduct any amount of Compensation owed to GRID from any future Compensation. Where a Referred Party ceases communication with GRID, the Partner will make reasonable and best efforts to maintain co-operation or communications with the Referred Party on behalf of GRID.

9. TERM AND TERMINATION: The initial term of this relationship will begin on the Effective Date on which you accept the T&Cs and will continue for twelve months. On expiration of the initial term, the relationship will automatically renew indefinitely unless either party gives the other written notice of non-renewal at least ten business days prior to the expiration of the initial term or then current renewal term, as applicable. Either of us may terminate this relationship prior to expiration with cause immediately, or without cause, by giving the other forty-five business days' advance written notice. Each of us agrees to stop using the other party's Marks and marketing information and materials as soon as reasonably possible following receipt of a notice of non-renewal or termination, and in all events by the effective date of expiration or termination of the relationship.

10. MARK PROTECTION: Any license to use the other party's Marks, including as stated in Section 3 (**License to Use Marks**) above, is a limited, non-exclusive, non-sub licensable, and non-transferable license. Each of us reserves all rights in our respective Marks, including any non-English version of such Marks, except to the extent specifically stated above or in a subsequent written authorization. Each party's use of the other party's Marks shall inure to the benefit of the owner of the Mark. Each party acknowledges that there is substantial goodwill and commercial value associated with the other party's Marks and agrees that it will use commercially reasonable efforts to protect the other party's Marks. Neither of us will do any of the following in any market or jurisdiction in the world with respect to the other party's Marks: (i) attack ownership of or rights to any of the Marks, or

protectability of the Marks, **(ii)** file an application for registration of any of the Marks with the trademark office of any country, or file an application to register any of the Marks as a domain name in any country or with any domain name registrar; **(iii)** use in any manner or file an application for registration any of the Marks or any mark that is confusingly similar to the Marks; **(iv)** take any action that would bring any of the Marks into public disrepute; or **(v)** take any action that would tend to destroy or diminish the goodwill in any of the Marks, including using the Marks in a descriptive manner or as generic references for similar services of other providers.

13. CONFIDENTIAL INFORMATION: “**Confidential Information**” means all information disclosed by one of us to the other, whether before or after the effective date of the relationship, that the recipient should reasonably understand to be confidential, including: **(i)** identities of Referred Parties, **(ii)** the terms of this relationship, and **(iii)** information that is marked or otherwise conspicuously designated as “confidential” or with like notice or that, if disclosed orally, is designated as confidential in a written notice given within thirty (30) days of its disclosure. Information that is developed by one of us on our own, without reference to the other’s Confidential Information, or that becomes available to one of us other than through violation of the relationship or applicable law, shall not be Confidential Information of the other party. Each of us agrees not to use the other’s Confidential Information except where necessary for the execution of these T&Cs, the exercise of our respective legal rights under the relationship, or as required by law. In addition, GRID may use your Confidential Information to the extent necessary to provide the services contracted for with your referral and as necessary to generally manage its business with respect to the provision of such services. Each of us agrees not to disclose the other’s Confidential Information to any third person except as follows: **(i)** to our respective service providers, agents, and representatives, provided that such service providers, agents, or representatives agree to confidentiality measures that are at least as stringent as those stated in this relationship, **(ii)** to the Gardaí or government agency if requested, or if either of us reasonably believes that the other’s conduct may violate applicable criminal law; **(iii)** as required by law; or **(iv)** in response to any compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this Subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice. Further details of how we use and transfer personal information is contained within our privacy policy available on our website.

14. PARTNER REPRESENTATIONS & WARRANTIES: You represent and warrant to GRID that: **(i)** all information you have provided and will provide in connection with this relationship is true, correct, and complete, **(ii)** you have not been and are not currently the subject of any investigation or legal proceeding of any kind in relation to spamming, fraud or the violation of any consumer protection or deceptive trade practices laws or regulations., **(iii)** you will not engage any other person or entity to carry out any of your duties under this relationship, without the express written consent of GRID **(iv)** you are properly licensed and qualified to transact business in all jurisdictions where you conduct activities contemplated by this relationship. **(v)** your performance of this relationship will not violate any applicable law or regulation or any agreement to which you are bound **(vi)**

you will not help the Referred Party obtain financing for a period of 30 days after a Loan is issued to the Referred Party by GRID and **(vii)** you will provide GRID with the first opportunity to renew any Loans to the Referred Party

15. LENDER REPRESENTATIONS & WARRANTIES: GRID represents and warrants that it will pay any Compensation owed to Partner per the terms of this relationship.

16. DISCLAIMER OF WARRANTIES: GRID makes no representation or warranty whatsoever to you regarding its services or any third-party products or services. To the extent permitted by applicable law, GRID disclaims all warranties not expressly stated in this relationship, including the implied warranties of merchantability, fitness for a particular purpose, freedom from viruses or other harmful elements, accuracy, reliability, availability, non-infringement, and timeliness.

17. LIMITATION OF DAMAGES: Except as otherwise provided in Section 13, each party agrees to indemnify and hold the other party harmless from any loss, damage, liability or expense, including reasonable legal fees and other legal expenses, to which the other party may become subject arising out of or relating to **(i)** any act or omission by the indemnifying party (or any person connected or associated with the indemnifying party) which is in violation of any applicable statutes, laws or regulations; **(ii)** the negligence or wilful misconduct of the indemnifying party; or **(iii)** the indemnifying party's breach of any representation, warranty, covenant or agreement of the indemnifying party contained in the T&Cs.

18. NOTICES: Legal notices under the T&Cs must be given via e-mail, return receipt requested, and confirmed in writing via registered post or by established and well-known express courier to the address for GRID appearing below, and to the address for Partner appearing on GRID's Partner Program records.

GRID: info@gridfinance.ie

Unit 31/34 Trinity Enterprise Tower, Grand Canal Quay, Dublin 2, Ireland

Attention: GRID Partner Success Team

Notices are deemed received on the day transmitted via electronic mail, or if that day is not a business day, on the first business day following the day delivered.

19. RELATIONSHIP BETWEEN THE PARTIES: Although we refer to each other as "partners" in this Agreement and elsewhere, we do not mean that we are members of a partnership or joint venture in the legal sense, but only that we are a referral source for the other. We agree that we are independent contractors, and that neither of us has any fiduciary duty to the other. We each acknowledge that the fees or discounts provided for in this Agreement are the sole and exclusive compensation for our activities under this Agreement. Neither party is the agent of the other. Neither party may represent to any person that it has the power to bind the other on any service contract or other agreement or take any action reasonably likely to lead the public to believe that it is the agent or

representative of the other. The Agreement is non-exclusive. Either party may provide services of the type described herein to any person, including a competitor of the other party. Neither party agrees to provide the other with any type of exclusivity in any market segment or geographical region.

20. ASSIGNMENT: Neither of us may assign this relationship without the other's prior written consent, except to an affiliate, or as part of a transaction by which all or substantially all that party's assets, ownership interests or control are transferred to a third party.

21. MISCELLANEOUS: Neither party grants the other any rights to any of its intellectual property except for the license to use the Marks described in Section 3 (*License to Use Marks*) above. Each party shall retain all right, title, and interest in and to its intellectual property, including intellectual property that it may develop during the term of the Agreement. This Agreement may be amended only by a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the T&Cs will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the T&Cs. A party's waiver of any of its rights under the T&Cs is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not. The captions in the T&Cs are not part of the T&Cs, but are for the convenience of the parties. The use of the word "including" in the T&Cs shall be read to mean "including without limitation." Any documents signed in connection with the Agreement may be signed in multiple counterparts which, taken together, will constitute one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. There are no third-party beneficiaries to the T&Cs. In the event, any term of this T&Cs is held unenforceable by a court having jurisdiction, the remaining portion of the T&Cs will remain in full force and effect, if the T&Cs without the unenforceable provision(s) is consistent with the material economic incentives of the parties leading to the T&Cs.

23. TERMINATION OF EXISTING PARTNER RELATIONSHIP. If there are any existing agreements between the Partner and GRID in which GRID has agreed to pay you a commission or give you or your referred members any compensation, discount, or other benefit in exchange for your referral or marketing services to Borrowers, then you agree with GRID that any such existing agreement(s) are hereby TERMINATED effective as of the Effective Date stated below. Your referrals and other activities occurring after the Effective Date that fall within the subject matter of this relationship will be governed by these T&Cs.

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