

Participant Agreement - Xero Research Panel

Introduction

Thank you for your interest in participating in our research panel!

From time to time, we (Xero Limited, or any of our affiliates) may contact you, by email or phone, to see if you would like to participate in a Xero survey, project or working group (**Project**). In order for you to participate in Projects, we need you to read and accept the terms in this Agreement. We've tried not to use too much jargon, so it's clear what we expect from you and what you can expect from us.

When we say "Participant", "I", "you" or "your", we mean both you and any entity or firm you're authorised to represent.

We'll treat your personal information in line with Xero's Terms of Use and Privacy Policy, which will also apply to any Project. If there is any inconsistency between those terms and this Agreement, the terms in this Agreement will take precedence with respect to any Project.

Occasionally, a Project may be undertaken by an agency or third party. Where this is the case, we'll let you know in advance. If you agree to participate in a Project, there may be additional terms for you to sign, or things you need to know - we'll let you know about those before the Project starts.

Code of Conduct

To take part in the Xero Research Panel, all members must behave in a respectful and professional manner. We expect that members will:

- Be respectful and civil to other participants and the researchers
- Be honest and truthful in your responses
- Keep content and discussions during the research confidential, in line with this Agreement
- Follow the instructions of the researchers
- Attend the sessions you have agreed to participate in or provide adequate notice if you need to reschedule
- If invited, participate in at least four research studies per year
- Not harass, threaten, or intimidate other participants or the researchers
- Not use abusive, offensive or inappropriate language

If members are not meeting these expectations, we reserve the right to end your participation in the Xero Research Panel at any time.

Software

We may provide you with access to unfinished "in development" software to access or use in connection with a Project (**Software**). The Software may not operate correctly and we might make significant changes before we release it commercially, or we might withdraw it.

We do not warrant that the Software will meet any particular requirements or be fit for any particular purpose, and we may remove your access to the Software at any time. You accept all of the risks associated with using the Software and indemnify us against any liability or loss we incur arising in connection with your use.

By participating in a Project, you agree to:

- use any Software only in the way we requested you to, and not for any other purpose or use;
- comply with any additional technical requirements we may request for the Software to operate fully; and
- be responsible for the accuracy, quality and legality of any data that you transmit via the Software.

You will not have to pay us anything for participating in the Project. However, if the Software moves out of beta phase and is released commercially, you may need to pay for use of the final commercial product.

Feedback

We grant you a non-exclusive, non-transferable, non-sublicensable, and revocable licence to use and test the Software or any other material we may provide you under a Project for a specified period so that you can provide us with your feedback, including the details of any problems you experience, along with ideas you may have for enhancements, and any other information you think may be relevant (**Feedback**). You may also give us Feedback about other material we provide to you as part of a Project, including product demonstrations, surveys or working group sessions. You must ensure that the Feedback does not contain any confidential or proprietary information belonging to any other person.

We will own all rights in and to the Feedback, but we'll only ever use it to improve our services. If we collect your Feedback as part of an interview, your interview (including your screen) will be recorded. We own all rights in and to this recording, but we'll only ever use it to help us collect your Feedback. We'll also delete this recording within 6 months from the date of your interview.

Confidentiality

During the course of a Project, you may be given access to our confidential information, which includes the details of the Project and any Software and any details or information about our products or services that are not yet commercially available, along with any other information that is obviously confidential. Your Feedback is also our confidential information.

You must only use our confidential information in relation to a Project, and otherwise keep it secret and take all reasonable steps to protect it from unauthorised disclosure on an ongoing basis. You can share our confidential information with your directors, officers or agents only if they have a reasonable need to know that information for the purposes of a Project, in which case you will be responsible for ensuring that they comply with the terms of this Agreement.

Other Important Stuff

We may choose to subcontract any of our rights or obligations under this Agreement (including the performance of any part of the Project) to a third party.

Other than a gift voucher (of the value notified to you by us) which we may choose to provide to you for your participation in a Project, you are not entitled to any payment or reimbursement of any kind from Xero under any circumstances, for your participation in the Project or in relation to the Feedback.

To participate in the Project or gain access to our confidential information, you must be at least 18 years of age, and you must not be a director, officer, employee or a 5% or more shareholder of any business that competes with the Xero business.

Neither you nor we will be liable for any indirect or consequential loss in connection with the Project. Other than liability that we can't exclude by law, our liability in connection with the Project is limited to NZ\$100.00.

The confidentiality obligations and any other terms in this Agreement that are intended to survive the conclusion of a Project (or your withdrawal from a Project) will continue to apply beyond the Project's conclusion and/or your participation in the Project.

We may end any Project or your participation in a Project at any time.

This Agreement is governed by the laws of New Zealand and each party submits to the exclusive jurisdiction of the New Zealand courts.