

THOMAS INTERNATIONAL LIMITED

AMBASSADOR PROGRAMME

Thank you for your interest in becoming a Thomas International Ambassador! We're so excited to have you on board!

A BIT ABOUT OUR COMPANY

Thomas International ("Thomas") is a leading talent assessment platform provider. Our easy-to-use aptitude, behaviour and personality assessments are used by businesses around the world to recruit, retain and develop high performing individuals and teams, enabling them to look beyond just skills and experience to make smarter people decisions.

WHAT DO YOU DO AS AN AMBASSADOR?

As an ambassador, you spread the good word about Thomas by completing simple activities on social media and other channels. For any completed and approved activity, you may earn Rewards.

WHAT DOES THOMAS ASK OF AMBASSADORS?

We ask our ambassadors to act as advocates for the Thomas brand and products and to help maintain its positive image and reputation through sharing their experience with the brand online.

WHAT ARE THE NEXT STEPS?

In order to become a Thomas ambassador, you will need to complete an application form which can be found by clicking on the link on our ambassador programme landing page. After submitting your application, you will go through an approval process and if approved, will become a Thomas ambassador ("Ambassador") and be given access to our Ambassador Programme. This is delivered via our third-party provider, PartnerStack, on their partner relationship management platform ("PRM"). The PRM is used by Thomas and its Ambassadors for tracking shared content, clicks, rewards and customers introduced via Ambassadors. Your use of the PRM will be governed by the PartnerStack terms of use and privacy policy.

To be part of our Ambassador Programme, you have agreed to be bound by the terms and conditions of our Ambassador Programme Agreement below.

AMBASSADOR PROGRAMME AGREEMENT

By participating in the Thomas International Limited ("Thomas") Ambassador Programme, you ("Ambassador") are agreeing to the following terms and conditions:

Ambassador must:

1. Not be located in a country where Thomas is unable to do business as a result of the need to meet its legal obligations.
2. Be 18 years or older.
3. Be in compliance with all the terms and conditions of this Agreement.
4. Have and actively use at least one of the following social media channels: Instagram, Facebook, YouTube, Twitter, LinkedIn.
5. Be comfortable with sharing media content concerning Thomas's products and Thomas reserves the right to repost such content on its website, blog and social media accounts.
6. At all times, act in an ethical manner in carrying out its activities under the Ambassador Programme and never post harmful or offensive content.
7. Ensure that it is clear to readers that all original content it creates and posts is an expression of its own view and not that of Thomas.
8. Ensure that its activities under the Ambassador Programme do not put Thomas into a position whereby it may or may be seen to be in breach of applicable anti-bribery and corruption laws and/or be in breach of public sector procurement laws and regulations.

Ambassador may not:

1. Take any action that could reasonably cause any confusion as to the Ambassador's relationship with Thomas.
2. Do anything harmful to Thomas's image or reputation.
3. Participate in any promotion, advertising, marketing, or sale of any imitation of Thomas's products or services.
4. Use paid advertising, search, or social pages for promoting links or other activities listed in the Ambassador Programme.
5. Disclose the activities, rewards and programme information available in the Ambassador PRM portal to any third party.

Earning Rewards

1. Earn a Reward for every new Sales Opportunity and Qualifying Sale that you bring to Thomas. Sales Opportunity and Qualifying Sales have the meanings given to them in the section below called "Sales Opportunities and Qualifying Sales".
2. The value of Rewards under the Ambassador Programme will be as described in the PRM. Thomas may, at its complete discretion, alter the monetary value of any Rewards available for Sales Opportunities or Qualifying Sales under the Ambassador Programme from time to time.
3. When you first log onto the PRM, you will be issued with a special link unique to your Ambassador profile ("Link") in the PRM. Thomas may issue additional custom links from time to time which can be collected and activated from the Recommended links section, from your account in the PRM and are unique to you ("Custom Link"). You must use either your Link or a Custom Link in all social media posts and content you share as an Ambassador. You will only be able to earn Rewards on Sales Opportunities and Qualifying Sales that have been logged on the PRM by those customers having clicked on your Link or Custom Link.
4. If you believe that a customer has not been properly identified and attributed to your PartnerStack account, you should contact us through the "Messages" section in the PRM and we will investigate on your behalf.
5. Thomas reserves the right to cap the maximum number of Rewards that it will give to you in a single calendar day and the right to adjust the cap at any time. Such adjustments may be communicated to you via e-mail.
6. Rewards will be paid to you by Thomas through PartnerStack who will process and distribute such Rewards, less any applicable payment service provider fees and currency conversion costs, in accordance with the PartnerStack Terms of Use (viewable within your PartnerStack account on the PRM). Your reward balance will be displayed in an US dollar equivalent to the British Sterling rewards amount. You can withdraw your rewards in your chosen currency, subject to it being available via the payment provider. If you are an employee of Thomas you will be paid directly by Thomas rather than through PartnerStack.
7. Any rewards paid or credited to you in error, as a result of fraud or any violation of this Agreement may at the complete discretion of Thomas either be subject to clawback by PartnerStack through the PRM or promptly reimbursed upon request by Thomas.
8. Any disputes regarding Rewards or fees will be dealt with and settled at Thomas's sole discretion.
9. If potential fraud is detected, your account may be made inactive pending further investigation.
10. Other than the payment of Rewards, you shall have no claims to any additional compensation, commissions or business derived by or through Sales Opportunities and Qualifying Sales. Thomas may, from time to time, propose special offers, which will be subject to a separate written agreement between you and Thomas, shared via the section called "Resources" within the PRM or communicated to you directly from Thomas.

Sales Opportunities and Qualifying Sales

1. For an Ambassador to earn a Reward the lead must be either
 - 1.1 A Sales Opportunity. A Sales Opportunity means that the contact has been determined by a Thomas representative to present a viable sales opportunity. The opportunity must be for an eligible Thomas product and must be at or above the minimum opportunity value, both of which will be as defined in the PRM from time to time; or
 - 1.2 A Qualifying Sale. A Qualifying Sale means that the customer has purchased an eligible Thomas product at or above the minimum sale price both of which will be as defined in the PRM from time to time.
2. The monetary value of a Reward for both a Sales Opportunity and a Qualifying Sale shall be as set out in the PRM from time to time.
3. The opportunity and/or sale must be to a new, not existing customer of Thomas.
4. The opportunity and/or sale must originate from the contact both clicking on a Link or Custom Link and then completing and submitting a Thomas contact form which results in the attribution of a partner key connecting that contact to the Ambassador's account in the PRM.
5. In the case of Qualifying Sales, the sale must be closed by a Thomas sales representative and result in a payment for that product having been received by Thomas.
6. The opportunity and/or sale must not be to the Ambassador itself or to one of its employees or agents. To do so would be considered by Thomas to be fraudulent activity.
7. The Ambassador must currently be enrolled as an Ambassador on the Ambassador Programme.
8. A Sales Opportunity or Qualifying Sale may be disqualified if it occurs in connection with a violation of this Agreement or any other terms, conditions or policies applicable to the Ambassador Programme.
9. Although PartnerStack, through the PRM, will track and calculate the lead submissions in accordance with the Ambassador Programme, a final determination of whether the lead submission has resulted in a Sales Opportunity or a Qualifying Sale will be made by Thomas.

General

1. Ambassadors (unless they have entered into a separate contract of employment with Thomas) will not be treated as Thomas's employee for any reason.
2. Thomas reserves the unconditional right to accept or deny any Ambassador who applies. Submitting the application form does not automatically entitle you to join the Ambassador Programme. Thomas carefully reviews each and every application form before accepting a new Ambassador. Once an Ambassador is chosen, the Ambassador will receive a welcome on-boarding email.

Termination

1. This agreement will only begin once the Ambassador has been fully enrolled into the Ambassador Programme and its participation can be terminated with immediate effect by either the Ambassador or Thomas at any time upon e-mail, or other written notice.
2. Thomas may discontinue the Ambassador Programme at any time.
3. Thomas reserves the right to terminate the Ambassador's position in the Ambassador Programme due to inactivity.

Confidential agreement

1. The activities, Rewards and other information available in the Ambassador portal of the PRM is confidential and shall not be disclosed to any third party.
2. The Ambassador hereby agrees not to copy, alter, share, use, duplicate, distribute, or adapt any of the Ambassador Programme's confidential information contained within the PRM or otherwise made available to it by Thomas.