

THIS SALES PARTNER AGREEMENT is made <Date>.

BETWEEN

- (1) LOVIS Worldwide Limited, a company incorporated in England and Wales with registered company number 08870054, whose registered address is 2 Portman Street, Marylebone, London, W1H 6DU ("**LOVIS**");
- (2) <Name> <Declaration>, whose registered address is <Address> ("**Sales Partner**");

This Sales Partner agreement is made up of this front sheet and the terms and conditions attached (together "**the Agreement**"). Any capitalised terms that are used within the headings in this front sheet shall have the meaning as set out in the terms and conditions below.

FRONT SHEET

- 1. **Geographical Location:** <Geography>
- 2. **Sector:** <Sector>
- 3. **Prospect Size:** <Size>
- 4. **Commission**

Activation Fee Commission

- 4.1 If the Sales Partner obtains an appointment with the Chief Executive, accompanies LOVIS to such appointment and this appointment leads to a Contract, the following Commission shall be payable: 12.5% (twelve point five percent) of the Activation Fees paid by the Client under the applicable Contract.
- 4.2 If the Sales Partner performs the Sales Process only and no Sales Consultancy Services in respect of a Prospect and such Sales Process result in a Contract, the following Commission shall be payable: 25% (twenty five percent) of the Activation Fees paid by the Client under the applicable Contract.
- 4.3 If the Sales Partner performs the Sales Process and the Sales Consultancy Services in respect of a Prospect and such Sales Process and the Sales Consultancy Services result in a Contract, the following Commission shall be payable: 50% (fifty percent) of the Activation Fees paid by the Client under the applicable Contract.
- 4.4 The Sales Partner is responsible for following up the collection of any Activation Fees payment due from a Client. For each week that the Client takes to make any Activation Fees payment after the due date in the Contract, the total amount of Commission payable in accordance with clauses 4.1 or 4.2 will be reduced by 10%. For example, if Commission payable under clause 4.2 would have been £100 if the Client paid on time, but the Client paid one week late, the Sales Partner shall only receive £90.

Service Fee Commission

- 4.5 If the Sales Partner obtains an appointment with the Chief Executive, accompanies LOVIS to such appointment and this appointment leads to a Contract, the following Commission shall be payable: 2.5% (two point five percent) of the Service Fees payable in respect of such Concurrent Users for up to the first 36 (thirty six) months that the applicable Contract is in force. After this point in time, the Sales Partner shall not be entitled to any further Commission payments.

- 4.6 If the Sales Partner performs the Sales Process only and no Sales Consultancy Services in respect of a Prospect and such Sales Process result in a Contract, the following Commission shall be payable: 5% (five percent) of the Service Fees payable in respect of such Concurrent Users for up to the first 36 (thirty six) months that the applicable Contract is in force. After this point in time, the Sales Partner shall not be entitled to any further Commission payments.
- 4.7 If the Sales Partner performs the Sales Process and the Sales Consultancy Services in respect of a Prospect and such Sales Process and the Sales Consultancy Services result in a Contract, the following Commission shall be payable: 10% (ten percent) of the Service Fees payable in respect of the Concurrent Users for up to the first 36 (thirty six) months that the applicable Contract is in force. After this point in time, the Sales Partner shall not be entitled to any further Commission payments.
- 4.8 Notwithstanding clauses 4.4 and 4.5 above, where a Contract has a term that is less than 36 (thirty six) months, Services Fees Commission shall only be paid to the Sales Partner for the duration that the Contract is in force.
- 4.9 The Sales Partner is responsible for following up the collection of any Service Fees payment due from a Client. For each week that the Client takes to make any Service Fees payment after the due date in the Contract, the total amount of Commission payable in accordance with clauses 4.4 or 4.5 will be reduced by 10%. For example, if Commission payable under clause 4.5 would have been £100 if the Client paid on time, but the Client paid one week late, the Sales Partner shall only receive £90.

SIGNED for and on behalf of
LOVIS WORLDWIDE LIMITED

in the presence of

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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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(position)

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(position)

SIGNED for and on behalf of
<Name>

in the presence of

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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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(position)

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(position)

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these terms and conditions and the schedules the following words and expressions shall have the following meanings:

"Account" has the meaning as set out in clause 4.1;

"Account Reservation" has the meaning as set out in clause 4.1;

"Activation Fee" means the fee payable as a one-time charge for each Concurrent User for initial activation of the Services;

"Affiliate" means in respect of any person or entity any company or overseas corporation which for the time being (a) is a subsidiary of such person or entity, or (b) of which such person or entity is a subsidiary, or (c) which is a subsidiary of a company or overseas corporation of which such person or entity is for the time being a subsidiary and in this definition "subsidiary" shall have the meaning set out in Section 736 of the Companies Act 1985 of the United Kingdom;

"Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the territory where the Sales Partner is resident;

"Client" means any Prospect that is introduced to LOVIS by the Sales Partner and who enters into a Contract with LOVIS;

"Commission" means the commission payable to the Sales Partner, in accordance with the front sheet and the terms of this Agreement.

"Concurrent Users" means the number of concurrent users who can access the Services, as detailed in an applicable Contract;

"Confidential Information" has the meaning as set out in clause 14.1;

"Confirmation" has the meaning as set out in clause 4.2;

"Contract" means a contract that a Client enters into to receive Services further to the activities of the Sales Partner under this Agreement;

"CRM" means the customer relationship management tool used by LOVIS;

"Effective Date" means the date on which this Agreement is fully executed by both parties;

"LOVIS EOS" or **"EOS"** means the enterprise operating system business applications software and systems, including any updates thereto;

"Exclusive Period" means the exclusive period of time as may be granted over an Account in accordance with clauses 4.3, 4.4 and 4.5 and which may consist of the First Exclusive Period, the Second Exclusive Period, the Third Exclusive Period and the Fourth Exclusive Period;

"First Exclusive Period" has the meaning as set out in clause 4.3;

"Fourth Exclusive Period" has the meaning as set out in clause 4.5;

"Geographical Location" means the geographical location set out on the front sheet;

"Initial Term" has the meaning as set out in clause 2.1;

"Insolvency Event" means where a party ceases or threatens to cease to carry on business, becomes insolvent within the meaning of section 123 of the Insolvency Act 1986, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up or undergoes any similar or equivalent process in any jurisdiction;

"List Price" means the list price for the Services, as published by LOVIS on the Website from time to time;

"Local Regulations" means laws and regulations applicable to the Services in the Geographical Location;

"LOVIS Marks" means the trade marks and other brands and logos set out in Schedule 1;

"Partner Services" means the Sales Process and/or the Sales Consultancy Services, as applicable;

"Personnel" means the employees, agents, clients and contractors of the Sales Partner;

"Sales Consultancy Services" means the Sales Consultancy Services as described in Schedule 2;;

"Proposal" means the commercial terms of a deal that a Sales Partner discusses with a Prospect, including the pricing terms and number of applicable Concurrent Users, the value proposal, the execution plan, the economic proposal and the return on investment. Solvency of the particular Prospect shall also form part of the Proposal;

"Prospects" means businesses that might reasonably be considered potential clients for the Services within the applicable Territory;

"Prospect Size" means the Prospect size as set out on the front sheet of this Agreement;

"Quarter" means a period of three months ending at the end of March, June, September or December in any year;

"Registration" has the meaning as set out in clause 10.3;

"Report" has the meaning as set out in clause 8.4;

"Sales Process" means the sales process as described in Schedule 2;

"Second Exclusive Period" has the meaning as set out in clause 4.4;

"Sector" means the business sector set out on the front sheet;

"Services" means the provision of the EOS which is to be provided by LOVIS to a Client;

"Services Fee" means the monthly fee payable for the Services, as detailed in the applicable Contract;

"Standard Terms and Conditions" means LOVIS' standard terms and conditions for the supply of Services to Clients, a copy of which may be provided to Sales Partner from time to time;

"**Territory**" means the Geographical Location, Sector and Prospect Size in accordance with which the Sales Partner shall conduct the Partner Services;

"**Third Exclusive Period**" has the meaning as set out in clause 4.5; and

"**Website**" means the website located at www.lovis.partners.

2. Term

2.1 This Agreement shall begin on the Effective Date and shall continue for an initial period of two years ("**Initial Term**"). The term shall automatically renew for additional, successive one (1) year terms at the expiration of the Initial Term and at each anniversary thereof, unless either party provides the other with written notice to the contrary at least thirty (30) days prior to the expiration of the then current term, in which case this Agreement will terminate as of the expiration of the then current term.

2.2 Either party may terminate this Agreement where permitted to do by clause 13.

3. Appointment and Sales Partner Obligations.

3.1 Subject to clause 4, LOVIS hereby appoints Sales Partner as LOVIS' non-exclusive agent to market and sell the Services to, and introduce LOVIS to, Prospects and Clients in the Territory in accordance with the terms of this Agreement.

3.2 The Sales Partner shall apply for an Account Reservation in accordance with clause 4;

3.3 Further to compliance with clause 3.2 above, the Sales Partner:

- (a) shall validate a Proposal for a Prospect in accordance with clause 5;
- (b) shall perform the Sales Process; and
- (c) may perform the Sales Consultancy Services.

4. Account Reservation

4.1 Prior to undertaking any Partner Services under this Agreement, the Sales Partner shall request an Account Reservation via the Website. For the purposes of this Agreement, an "**Account Reservation**" means that no other Sales Partner shall be entitled to Commission in respect of that Prospect and "**Account**" shall refer to the Prospect(s) that make up such Account Reservation.

4.2 LOVIS shall provide confirmation ("**Confirmation**") or refusal of a request for an Account Reservation as soon as reasonably practicable and shall use reasonable efforts to do so within five Business Days of receipt of such request on the Website. No Account Reservation is effective unless Confirmation has been given.

4.3 Once an Account Reservation has been granted to the Sales Partner, such grant shall entitle the Sales Partner to Commission in respect of such Account on an exclusive basis for a period of three months from the date of such Confirmation ("**First Exclusive Period**"). Subject to clauses 4.4 and 4.5 below, on the expiry of the Exclusive Period, the Account will be eligible to be allocated to LOVIS or another Sales Partner on an exclusive basis.

4.4 Prior to the expiry of the First Exclusive Period the Sales Partner may request a one month extension to the First Exclusive Period via the Website. Such extension request must be received by LOVIS at least five Business Days prior to the expiry of the First Exclusive

Period and must explain the reason why such an extension is justified. LOVIS shall provide confirmation or refusal of such a request within five Business Days of receipt of such a request. Such further one month period of exclusivity shall be referred to as the "**Second Exclusive Period**".

- 4.5 Prior to the expiry of the Second Exclusive Period, the Sales Partner may request a further individual one month extension request (made in accordance with the process set out in clause 4.4 above), being the "**Third Exclusive Period**". Prior to the end of the Third Exclusive Period, the Sales Partner may request one further individual one month extension request (made in accordance with the process set out in clause 4.4 above), being the "**Fourth Exclusive Period**". After this period there may be no further extensions and so the maximum period of time that a Sales Partner may therefore have exclusivity over an Account is six months.
- 4.6 Once the Exclusive Period comes to an end (whether in accordance with clauses 4.3, 4.4 or 4.5 above), the Sales Partner shall no longer have exclusivity over the applicable Account and may no longer undertake Partner Services in respect of such Account.
- 4.7 Commission shall only be payable in relation to Clients in respect of which an Account Reservation has been granted, regardless of whether a Prospect or a Client is an old or new Prospect or Client of LOVIS.

5. Validation

- 5.1 Before submitting a Proposal to a Prospect, the Sales Partner shall ensure that such Proposal is validated in writing by LOVIS, in accordance with this clause 5.
- 5.2 The Sales Partner shall submit a Proposal to LOVIS via the Website.
- 5.3 LOVIS shall provide confirmation or refusal of validation of a Proposal as soon as reasonably practicable and shall use reasonable efforts to do so within five Business Days of receipt of such Proposal on the Website.
- 5.4 Once LOVIS has confirmed that a Proposal is validated, the Sales Partner may proceed to discuss such Proposal with the applicable Prospect. No Proposal may be discussed with a Prospect before such validation is given.

6. Duties of Sales Partner

- 6.1 Sales Partner agrees to use its best endeavours in acting as LOVIS's sales partner in the Territory to promote and maximise the sale of Services to Prospects and Clients in the Territory. Without limiting the generality of the foregoing Sales Partner shall at its own expense and at all times:
- (a) comply with all reasonable instructions given by LOVIS;
 - (b) make its Personnel available at all reasonable times and upon reasonable notice to LOVIS for the purpose of consultation and advice relating to the terms of this Agreement and the Services;
 - (c) attend meetings with Prospects in the Territory as may be necessary for the performance of Sales Partner's duties under this Agreement;
 - (d) perform its obligations under this Agreement in conjunction with the representatives of LOVIS when so requested by LOVIS;

- 6.2 The Sales Partner shall perform the applicable Partner Services.
- 6.3 The Sales Partner shall only operate within the Territory. The Sales Partner shall not promote the Services to customers or potential customers for the Services established outside the Territory unless invited to do so by LOVIS. The Sales Partner shall not approach or contact a Prospect in respect of which an Account Reservation has been granted, and is current, to another sales partner.
- 6.4 If the Sales Partner receives any enquiry from outside the Territory, the Sales Partner shall immediately pass each such enquiry or order to LOVIS. At LOVIS' sole discretion, LOVIS may invite the Sales Partner to apply for an Account Reservation in respect of any such enquiry.
- 6.5 The Sales Partner shall add all applicable contact details of a Prospect or Client to the CRM, in accordance with the provisions of clause 14.
- 6.6 Except as authorized by LOVIS, the Sales Partner shall not act in any way which will incur any liabilities on behalf of LOVIS nor to pledge the credit of LOVIS.
- 6.7 Within 15 days of the end of each Quarter, Sales Partner shall send to LOVIS a written report showing all activities in connection with this Agreement undertaken or planned by Sales Partner during the relevant Quarter including Prospects with whom communications have begun or are ongoing, with a brief summary of the nature of the communications, marketing efforts undertaken, name and contact details of the individuals at the Prospect with whom contact has been made or maintained or is proposed and any issues arising.
- 6.8 The Sales Partner agrees that it shall not use advertising, promotional or selling materials in relation to its promotion of the Services or otherwise use any of the LOVIS Marks except those supplied or approved by LOVIS in writing. Sales Partner hereby agrees that any copyright, trademark or other intellectual property right in or to any such advertising promotional or selling materials prepared for or by the Sales Partner shall belong exclusively to and shall be vested in LOVIS and the Sales Partner shall merely have a limited authorisation to use the same in relation to the Services for the purposes only of the Sales Partner exercising its rights and performing its obligations under this Agreement and subject to the terms and conditions set out in this Agreement.
- 6.9 The Sales Partner shall act in accordance with sound commercial principles in its dealings with Prospects and Clients in the Territory (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness).
- 6.10 The Sales Partner agrees that it will not engage in any conduct which in the opinion of LOVIS is prejudicial to the business, goodwill or reputation of LOVIS or any LOVIS Affiliate or to the marketing or sale of the Services.
- 6.11 The goodwill arising out of the Sales Partner's use of the LOVIS Marks shall inure exclusively to the benefit of LOVIS.
- 6.12 The Sales Partner shall be fully responsible for all its own operating expenses and costs, including expenses relating to office space, flights, hotels, Personnel and Personnel training.
- 6.13 The Sales Partner shall not, without LOVIS' prior written consent, make or give any representation, warranties or other promises concerning the Services beyond those contained in the Standard Terms and Conditions.

- 6.14 The Sales Partner shall indemnify LOVIS against any liabilities incurred by LOVIS as a result of the Sales Partner breaching any law from time to time in force in the Territory or the incurring of liabilities which are not authorised by LOVIS under this Agreement.
- 6.15 The Sales Partner shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the importation, promotion and sale of the Services in the Geographical Location. LOVIS shall provide the Sales Partner with reasonable assistance and support (including in particular technical advice and information) to that end.
- 6.16 The Sales Partner shall comply with all Local Regulations concerning marketing and sale of the Services, and with all and any conditions binding on it in any licences, registrations, permits and approvals referred to in clause 6.15.
- 6.17 All sales of the Services by the Sales Partner on behalf of LOVIS shall be at the List Price.
- 6.18 Subject to compliance with all the terms of this Agreement and where a Proposal has been validated by LOVIS, the Sales Partner shall negotiate and conclude sales of the Services with Clients and ensure that Contracts are signed by the Client. Once a Contract has been signed by the Client, the Sales Partner shall pass the Contract to LOVIS for LOVIS to sign and shall return a fully signed copy of the Contract to the Client.
- 6.19 All sales of the Services by the Sales Partner on behalf of LOVIS shall be on the Standard Terms and Conditions for the sale of the Services in the Geographical Location, as varied from time to time or on such other terms and conditions as LOVIS may at any time specify in writing to the Sales Partner.
- 6.20 The Sales Partner shall, in the course of dealing with Prospects and Clients for the Services, bring to their notice the Standard Terms and Conditions.
- 6.21 The Sales Partner shall take such action as LOVIS may from time to time request to seek to collect the debts owing to LOVIS by Clients in the Territory or to assist LOVIS in taking such action, but not to take any such action without LOVIS' prior instructions.

7. Duties of LOVIS

- 7.1 LOVIS agrees:
- (a) to provide Sales Partner with any documentation, other materials and/or information that are required in respect of and in relation to the Services to enable Sales Partner to carry out its duties;
 - (b) to provide access to the CRM;
 - (c) to provide access to the LOVIS knowledge base located at the Website which aims to enable the Sales Partner to answer queries from Prospects during the sales process;
 - (d) provide such assistance as the Sales Partner may reasonably request in relation to the negotiation and conclusion of Contracts including promptly considering and responding reasonably to any amended terms required or requested by any Client; and
 - (e) to fulfil its commitments and obligations in all Contracts.

8. Sales Partner's Remuneration

- 8.1 Subject to compliance by Sales Partner with the terms of this Agreement, the Sales Partner shall be entitled to the Commission as set out on the front sheet of this Agreement, as applicable depending on what Partner Services are provided and in accordance with the number of new Concurrent Users that the Sales Partner brings in.
- 8.2 No Commission shall be payable to the Sales Partner until LOVIS is in receipt of payments due from a Client under the applicable Contract.
- 8.3 Except as otherwise agreed in writing the Sales Partner is responsible for all costs and expenses necessary for the effective performance of its duties under this Agreement (such as telephone, fax, office, travel expenses, salaries etc). Any taxes imposed on Commission in the Territory are for Sales Partner's account.
- 8.4 LOVIS will email a report to the Sales Partner every Monday setting out all the cleared Activation Fees and Services Fees received by LOVIS in respect of applicable Contracts ("**Report**").
- 8.5 The Sales Partner shall submit an invoice on the first day of every month based on the amounts set out in that month's Reports.
- 8.6 LOVIS shall pay invoices within 14 days of receipt of the invoice.
- 8.7 Commission shall be paid in the currency of the applicable Contract. Where the Sales Partner requests that LOVIS pay Commission in a currency other than the currency paid by the Client, LOVIS shall convert such payment using such conversion rate as LOVIS may reasonably require. Current currencies that a Client may pay in are Pounds Sterling, Euros or US Dollars.
- 8.8 Notwithstanding any other provision of this Agreement where LOVIS shall, for whatever reason, give the Client a refund, allowance or credit, then in each such case, any Commission which is referable to any such matter shall cease to be due or, where Sales Partner has already received such Commission, shall be repaid by the Sales Partner within seven working days of receipt of a demand from LOVIS.
- 8.9 Commission shall not be payable to the Sales Partner where a Proposal has not been validated in accordance with clause 5 above.
- 8.10 LOVIS may, where agreed in writing with the Sales Partner, reduce the Commission payable where the parties agree that LOVIS' own sales team and/or any other representative or any agent, sales partner, or consultant has been instrumental in securing an order or orders from a Client.

9. Information

- 9.1 The Sales Partner shall keep LOVIS regularly and fully informed about:
- (a) the laws and regulations concerning the Sales Partner's activities as far as they may impose obligations upon LOVIS;
 - (b) the progress and development of the market for the Services in the Territory, including but not limited to the activities of competitors, new trading or business opportunities and the performance of the Services in the Territory; and

- (c) any matters which are likely to be relevant to the sale, use or development of the Services or other similar Services within or outside the Territory.
- 9.2 The Sales Partner shall promptly furnish LOVIS with such information, reports and forecasts as LOVIS may reasonably request from time to time.
- 10. LOVIS' Intellectual Property**
- 10.1 The Sales Partner may use the LOVIS Marks for the purpose only of identifying and advertising the Services within the scope of this Agreement. The Sales Partner's right to use the LOVIS Marks shall cease immediately on the expiration or termination for any reason of this Agreement.
- 10.2 The parties agree that copyright in all materials provided by LOVIS to the Sales Partner under this Agreement belongs exclusively to LOVIS and the Sales Partner's right to use the same shall cease immediately on the expiration or termination for any reason of this Agreement. Where the Sales Partner translates and/or localises, or has translated and/or localised, any such materials, the intellectual property rights throughout the world in and to the translated and/or localised versions shall vest in LOVIS absolutely and, accordingly, the Sales Partner hereby assigns (including by way of present assignment of future rights) with full title guarantee all such intellectual property rights to LOVIS.
- 10.3 The Sales Partner shall not, other than on the written request of LOVIS, apply for registration or ownership of any trade mark or Internet domain name anywhere in the world which contains the word "LOVIS" and/or any of the LOVIS Marks and/or any other term referring to LOVIS and/or its Services or anything similar to any of the foregoing. If such an application is made and/or granted (and whether applied for following a LOVIS request or otherwise) the application and any resulting registration are hereinafter referred to as a "**Registration**". All Registrations shall be held by Sales Partner on trust for LOVIS, and the Sales Partner undertakes, without delay following LOVIS' request, to:
 - (a) transfer any Registration to LOVIS or such other person or entity as LOVIS may direct;
 - (b) do everything reasonably requested by LOVIS, and otherwise assist LOVIS, to ensure that ownership of the Registration and all rights to use it are transferred to LOVIS. For example, where the Registration is in respect of a domain name, the Sales Partner will, where this is required under local rules to effect a transfer, send clear instructions to the relevant official domain name registry in approved form, formally instructing and authorising the transfer of the registration of the domain name. Where the domain name registry does not permit transfer, the Sales Partner will co-ordinate cancellation of its rights with an application by LOVIS. Where the rules of the domain name registry or common practice allow any choice in the manner of effecting transfer, the Sales Partner will first consult with LOVIS and act as instructed;
 - (c) delete from all material on or accessible through any website any reference to the domain name or mark which is the subject of the Registration, or any similar name or mark.
- 10.4 LOVIS shall have the right, on reasonable notice, to audit the Sales Partner's compliance with the terms of this clause 10 to ensure that use of the LOVIS Marks is within the terms of this Agreement.
- 10.5 The Sales Partner agrees that LOVIS will own any goodwill or reputation associated with any Registration. The Sales Partner shall at LOVIS' cost (to the extent such costs are reasonable), do all such things and execute or procure the execution of all such documents

as may be reasonably necessary to achieve, perfect or confirm the rights set out in this clause 10.

11. Warranties

11.1 Each party warrants that, as at the date of this Agreement:

- (a) it has full capacity and authority to enter into and perform its obligations under this Agreement;
- (b) this Agreement is executed by a duly authorised representative of that party; and
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement.

11.2 The Sales Partner warrants that it:

- (a) will carry out its duties and obligations under this Agreement with reasonable care and skill by means of appropriately skilled, qualified and experienced Personnel;
- (b) ensure that any representation made to any Prospect or Client regarding the Services (including in relation to its quality and operation) will be consistent with any written specification of the Services from time to time provided by LOVIS to the Sales Partner.

12. Liability

12.1 Neither party's liability:

- (a) for death or personal injury caused by its negligence or the negligence of its employees or agents;
- (b) for fraud or fraudulent misrepresentation; and
- (c) for any liability which cannot legally be excluded or limited under English law,

is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

12.2 Subject to clause 12.1, LOVIS shall not be liable to the Sales Partner (whether such liability arises as a result of any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or for any other reason) for any:

- (a) loss of profits;
- (b) loss of sales, turnover, revenue or business;
- (c) loss of customers or contracts;
- (d) loss of or damage to reputation or goodwill;
- (e) loss of any hardware, software or data; or

- (f) indirect, consequential or special loss.
- 12.3 Subject to clauses 12.1 and 12.2, the aggregate liability of LOVIS arising out of this Agreement, (and whether such liability arises as a result of any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or for any other reason) shall be limited, in relation to any Contract Year, to the total amounts actually paid to the Sales Partner under this Agreement in respect of the relevant Contract Year, and provided that, for the purposes of this clause 12.3: (i) if more than one claim arises from the same event or series of connected events, then all such claims shall be treated as one, which will be treated as having arisen on the date on which the first relevant claim arose and (ii) "**Contract Year**" means the relevant period of twelve months starting on the Effective Date or an anniversary thereof (as appropriate).
- 13. Termination**
- 13.1 Either party may terminate this Agreement with immediate effect (without prejudice to any other right or remedy available) on written notice to the other party if that party:
- (a) is in material breach of any of its obligations under this Agreement and, in the case of a breach capable of remedy, has not remedied such breach within 10 Business Days (and for the purposes of this clause 13.1(a), in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred); or
 - (b) suffers an Insolvency Event.
- 13.2 LOVIS may terminate this Agreement without cause on three months' written notice to the Sales Partner.
- 13.3 The Sales Partner may terminate this Agreement without cause on three months' written notice to LOVIS.
- 13.4 On termination or expiry of this Agreement for any reason:
- (a) the Sales Partner shall immediately stop promoting, marketing and selling the Services to Prospects and Clients;
 - (b) the Sales Partner shall cease to perform the applicable Partner Services; and
 - (c) both parties shall immediately return to the other party, or at that other party's request, destroy, all Confidential Information in its possession.
- 13.5 On termination or expiry of this Agreement by LOVIS under clause 13.2, LOVIS shall continue to pay any Commission due for the period as set out in the front sheet. On termination of this Agreement for any other reason, LOVIS shall cease to pay Commission to the Sales Partner.
- 13.6 The termination of this Agreement shall not affect any Contract, which shall continue in force and effect in accordance with its terms.
- 13.7 Following the termination of this Agreement, the following shall survive termination: clauses 6.14, 10, 12, 13, 14, 15 and 16.

14. Confidentiality and Data Protection

- 14.1 Each party will keep confidential any information which the other supplies to it in connection with this Agreement. Confidential information will include the Services; all information marked as being confidential; and any other information which might reasonably be assumed to be confidential ("**Confidential Information**"). The obligations as to confidentiality in this Agreement will not apply to any information which:
- (a) is available to the public other than because of any breach of this Agreement;
 - (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
 - (c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
 - (d) is trivial or obvious; or
 - (e) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure (but only to the extent of such requirements).
- 14.2 In relation to all "**Personal Data**" (as defined in the Data Protection Act 1998, which also defines "**Processing**", "**Processor**", "**Controller**" and "**Sensitive Personal Data**") provided or disclosed by the Sales Partner under this Agreement:
- (a) the Sales Partner will identify it clearly as such, when this is not obvious, and disclose it to LOVIS only when reasonably necessary;
 - (b) the Sales Partner shall only provide business related information into the CRM and shall not add any data relating to spouses, children or Sensitive Personal Data; and
 - (c) the Sales Partner acknowledges that it has obtained any necessary consents from Prospects and Clients where Personal Data of such Prospects and/or Clients are passed on to LOVIS under this Agreement.
- 14.3 Any contact details that are added into the CRM by the Sales Partner shall be the property of LOVIS.
- 14.4 Each party:
- (a) will obtain and maintain all appropriate registrations and consents under the Data Protection Act 1998 in order to allow that party to perform its obligations under this Agreement;
 - (b) will Process Personal Data in accordance with the Data Protection Act 1998; and
 - (c) will use reasonable efforts to make sure that no act or omission by it or its Personnel results in a breach of the obligations of either party under the Data Protection Act 1998.

15. Miscellaneous

- 15.1 This Agreement sets out the entire agreement and understanding of the parties in respect of the matters set out in it and supersedes all prior oral or written agreements and understandings on the matter. Any other terms or conditions that the Sales Partner attempts to impose on LOVIS shall not apply. Neither party shall be bound by or be liable for any

alleged representation, promise, inducement or statement of intention not included in this Agreement, except where fraudulently or negligently made.

- 15.2 The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default. Any failure by either party to enforce any provision herein shall not be deemed a waiver of such provision, and any such provision shall be and remain in full force and effect.
- 15.3 No amendment or variation to this Agreement shall be effective unless in writing and signed by each of the parties.
- 15.4 Should any of the provisions of this Agreement be invalid, such invalidity will not affect the remaining provisions herein. The parties agree that they will replace an invalid provision with a new provision which closely approximates the lawful intent of the invalid provision.
- 15.5 Each party shall, at all times, comply with all applicable laws, statutes, regulations and codes in relation to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and each party shall not (and warrants that it has not done so prior to the date of signing of this Agreement) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.
- 15.6 The rights and obligations of each of the parties to this Agreement are personal to such party and may not be assigned, charged, subcontracted, delegated or transferred in any way whatsoever by such party without the written consent of the other party provided always that nothing in this clause or any other provision of this Agreement shall be construed as preventing LOVIS from assigning, charging, subcontracting, delegating or transferring any right or obligation hereunder to any Affiliate of LOVIS without first having obtained the written consent of Sales Partner.
- 15.7 Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, earthquake, meteor, flood, severe weather conditions (including solar activity affecting telecommunications), material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.
- 15.8 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 as amended from time to time.
- 15.9 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the rights and obligations under this Agreement at any time during the term of this Agreement or for a further period of 12 months after the termination or expiry of this Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 15.10 The parties acknowledge and agree that each party is acting as an independent contractor under this Agreement. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, franchise, association or other similar relationship between the parties, and neither party shall hold itself out as being in such a relationship with the other. This Agreement shall not constitute or be deemed to constitute a contract of employment or give rise to a relation of employer and employee between LOVIS and any employee or contractor of the Sales Partner, and the Sales Partner shall not hold itself out as an employee of LOVIS and the Sales Partner shall ensure that none of its employees or contractors do so.

- 15.11 All notices and consents relating to this Agreement must be in writing. Notices by hand or by mail must be sent to the registered address of the recipient or such other address as notified by the relevant party in accordance with this Agreement. Notices shall be sent by email, by hand or by first class recorded delivery or registered post or other form of certified or registered mail (and sent by air mail if posted to or from a place outside the United Kingdom) and shall be treated as having been delivered:
- (a) if sent by hand, when delivered;
 - (b) if sent by email, when received at a server located in any office of the recipient; and
 - (c) if sent by registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting).
- 15.12 The parties agree that, in the event of a dispute or alleged breach of this Agreement, they will work together in good faith, first to try to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation. This clause shall not prevent any party from commencing proceedings before any court of competent jurisdiction where interim, injunctive or declaratory relief is required.

16. Law and jurisdiction

- 16.1 This Agreement (and any question about its subsistence, effect or termination) is to be interpreted in accordance with the law of England.
- 16.2 Subject to clause 16.3, the courts of England shall have non-exclusive jurisdiction to settle any dispute between the parties to this Agreement, whether arising in connection with this Agreement or otherwise.
- 16.3 A party may bring proceedings in the courts of any state other than England for the purpose of seeking:
- (a) an injunction, order or other non-monetary relief (or its equivalent in such other state);
or
 - (b) any relief or remedy which, if it (or its equivalent) were granted by the courts of England, would not be enforceable in such other state.

SCHEDULE 1

LOVIS Marks

- 1. LOVIS and LOVIS symbol**
- 2. DynaWare and DynaWare symbol**
- 3. BeLive and BeLive symbol**
- 4. EOS Enterprise Operating System and symbol**
- 5. GOS Government Operating System and symbol**

SCHEDULE 2

Partner Services

1. Sales Process

Sales Process includes all of the following activities:

- 1.1. Identification of Prospects.
- 1.2. Opportunity qualifying.
- 1.3. Sales Process follow-up.
- 1.4. Where the Sales Partner is not providing Sales Consultancy Services as well, the Sales Partner shall co-ordinate with LOVIS or such other third party as nominated by LOVIS in relation to the Sales Consultancy Services.
- 1.5. Economic investment proposal.
- 1.6. Return over investment support.
- 1.7. Close the deal, ensuring that the Contract as executed by the Client is returned to LOVIS and once the agreement is fully executed by LOVIS, ensuring that the Activation Fee is cleared in the LOVIS account

For definitions on these activities, please consult the Website.

2. Sales Consultancy Services

Sales Consultancy Services includes all of the following activities:

- 2.1. Analysis.
- 2.2. Diagnostics.
- 2.3. Sizing.
- 2.4. Value proposal preparation.
- 2.5. Proof of concept preparation
- 2.6. Proof of concept execution.
- 2.7. Consultancy project execution plan.
- 2.8. Economic investment proposal.
- 2.9. Return over investment support.
- 2.10. Close the Deal.

For definitions on these activities, please consult the Website.