



## ADVANTAGE PARTNER PROGRAM TERMS AND CONDITIONS

### PARTNER TERMS

Both parties agree and subscribe to the following Partner terms and conditions (**Partner Terms**).

#### 1. DEFINITIONS & INTERPRETATION

1.1 In these Partner Terms, the following definitions apply:

<b>AddOn</b>	AddOn Networks, a trading name of ProLabs (UK) Limited
<b>Agreement</b>	Means these terms and conditions and the Terms Sheet
<b>Applicable Law(s)</b>	Means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial, administrative, ministerial, governmental or regulatory judgments, orders, decisions, rulings or awards and restraints, or any provisions of the same, including general principles of common and civil law binding on the parties in accordance with Clause 6.
<b>End User</b>	Means an unaffiliated, third party customer of the Partner.
<b>Partner</b>	Means a company that purchases AddOn products and then sells them on to their own end user.
<b>Partner Program</b>	Means the program provided by AddOn for its Partners as amended by AddOn from time to time.
<b>Personal Information</b>	Means personally identifiable information or data concerning or relating to individuals which is collected or received in the performance of Partner's obligations under this Agreement, including but not limited to credit card or other financial account information, emails, email addresses, pass codes, addresses, social security numbers, driver's license numbers, or other personal information regulated by Privacy and Data Security Regulations.
<b>Privacy and Data Security Regulations</b>	Means Applicable Laws which are relevant to the processing, security, use or disclosure of Personal Information.
<b>Prior Year Baseline Sales</b>	Means the revenue from the most recently completed fiscal year, as defined by AddOn to run from 1 April to 31 March, over which rebates will be calculated.
<b>Current Period Sales Target</b>	Means the sales goal for the term of the Agreement.
<b>Rebate (Gold and Platinum only)</b>	Means the percentage of sales in excess of the Prior Year Baseline Sales that will be credited to the Partner.
<b>Terms Sheet</b>	The terms sheet agreed between AddOn and the Partner which details the key commercial terms which apply to the Agreement.
<b>Territory</b>	Means any region detailed in a Terms Sheet, in which the Partner has the right to re-sell from which the Rebate calculation applies

- 1.2 This Agreement is a framework agreement which sets out the terms and conditions under which the Partner agrees to terms set out in Terms Sheet.
- 1.3 AddOn or Partner may terminate this Agreement on immediate written notice if the other party materially breaches this Agreement and fails to correct the breach within fourteen (14) days following written notice from the other party specifying the breach and requiring the breach to be remedied or (to the extent permitted by Applicable Laws) becomes insolvent or suffers any insolvency related event.

## **2. CONFIDENTIALITY**

- 2.1 Partner shall keep all Confidential Information strictly confidential and shall not disclose any Confidential Information to a third party, other than as is necessary for the Partner's performance of its obligations under this Agreement (in which case the Partner shall ensure that such third parties keep the Confidential Information confidential and do not disclose or use any of the Confidential Information other than in accordance with the proper performance of this Agreement).
- 2.2 2.1 shall not apply to any Confidential Information to the extent that it comes within the public domain other than through breach of clause 2.1; is required or requested to be divulged by any court, tribunal or governmental authority with competent jurisdiction; or is known to the Partner at the date of this Agreement or becomes known to it free from any duty of confidence.
- 2.3 This clause 2 shall continue in force for a term of five (5) years after and despite the expiry or termination of this Agreement, whatever the reason for termination.

## **3. DATA SECURITY AND USE OF PERSONAL INFORMATION**

- 3.1 Personal Information shall be treated as Confidential Information hereunder.
- 3.2 Partner shall collect and process Personal Information in accordance with the Privacy and Data Security Regulations.
- 3.3 Partner represents that Partner's data protection policies and practices are, and will be maintained, at a minimum in accordance with standard industry practices applicable to data protection, information security, and privacy.
- 3.4 Partner shall provide immediate written notice of any unauthorized access, use or disclosure of Personal Information or any security breach that could affect AddOn or could impact the activities to be performed under this Agreement. In such event, Partner shall immediately take remedial action as required by the Privacy and Data Security Regulations and as requested by AddOn.

3.5 Partner shall upon reasonable request provide appropriate evidence of Partner's compliance with this Clause 3.

#### **4. PARTNER STATUS**

4.1 The Partner shall be appointed as an independent contractor and this Agreement shall not constitute a joint venture or partnership between the parties and (other than expressly as provided in this Agreement) the Partner shall not hold itself out as AddOn's agent.

4.2 Nothing in this Agreement shall preclude the Partner from acting as an agent for the End User, including (without limitation) accepting the Licence on the End User's behalf where the Partner downloads and/or installs the Products on the End User's behalf.

#### **5. EFFECTS OF TERMINATION**

5.1 Termination of this Agreement by AddOn in accordance with its terms shall not give the Partner any right to compensation, damages, loss of profits or prospective profits, or consequential losses of any kind or nature whatsoever, and in no circumstances shall the Partner acquire against AddOn any goodwill in respect of its appointment as Partner or otherwise under or in respect of this Agreement.

5.2 Early termination of this Agreement by Partner shall forfeit all accrued rebates for the current period.

#### **6. GENERAL**

6.1 Amendments. This Agreement represents the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (if any) between the parties relating to its subject matter. This Agreement may only be revised in writing signed by an authorised representative of each of the parties.

6.2 Conflicts. In the event of any inconsistency between this Agreement and the Term Sheet, the provisions of this Agreement shall prevail.

6.3 Remedies not exclusive. The rights and remedies contained in this Agreement are not exclusive of any other rights or remedies.

6.4 No waiver. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

6.5 Notices. If either party has to serve notice on the other, it shall do so in writing and the notice must be sent either by courier, fax or certified pre-paid post to the address given for the other party or, if sent by email, with confirmation sent by certified pre-paid post. Notices sent in this way shall be effective on delivery if sent by courier, on completion of successful transmission if sent by fax, 48 hours after posting if sent by post, or on receipt if sent by email.

6.6 Severance. All parts of this Agreement apply to the maximum extent permitted by Applicable Law. If any provision of this Agreement shall be determined by any court or competent authority

to be illegal, invalid and/or unenforceable then (i) AddOn will replace such provision with similar terms which are enforceable under Applicable Law and (ii) such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

- 6.7 Further assurance. Each party shall do, execute and perform such further acts, things, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement. Each party shall use all reasonable endeavours at its own cost to ensure that any necessary third parties shall do, execute, and perform such further acts, things, documents as may from time to time be required to give full legal and practical effect to this Agreement.
- 6.8 Assignment. The Partner may not assign the benefit of this Agreement without the prior written consent of AddOn.
- 6.9 Rights of Third Parties. A person who is not a party to this Agreement has no right to enforce any term of this Agreement under applicable legislation and the parties to this Agreement do not intend that any third-party rights are created by this Agreement.
- 6.10 Anti-Corruption. The Partner will at all times comply with Applicable Laws concerning anti-bribery and anti-corruption (including but not limited to the United States Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010) with regard to all dealings, negotiations, solicitations or other contact with customers, potential customers, End Users or potential End Users (including but not limited to the employees, agents and subcontractors of the aforesaid entities).
- 6.11 Language. If there are any inconsistencies between the English language version of this Agreement and any translated version, then the English language version shall prevail.
- 6.12 Recordkeeping. Partner will maintain accurate and legible records for a period of five (5) years from the date of any transaction undertaken under this Agreement and will provide AddOn with information reasonably requested by AddOn to review compliance with the terms of this Agreement. Failure to provide such information within thirty (30) days of AddOn's request may be considered cause for immediate termination of this Agreement. This Agreement represents the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (if any) between the parties relating to its subject matter.
- 6.13 Governing Law and Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the jurisdiction of the English courts.