Exceptional Customer Contact

INTRODUCER AGREEMENT

These 'Full Terms' are supplementary to those between **IP Integration Limited** (the '**Supplier'**) and the **person or company** (the '**Introducer'**) described in the 'Introducer Agreement (Schedule 1)' signed by both parties.

Unless otherwise provided, the words and expressions defined in, and the rules of interpretation of, Schedule 1 shall have the same meaning and effect in these Full Terms. Each of the Supplier and the Introducer shall be a 'party' and together the Supplier and the Introducer are the 'parties.'

Note that this Agreement applies only to **direct** sales between a Prospect and the Supplier.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement, unless the context requires otherwise, the following capitalised terms shall mean:

Actively Involved: where the Introducer: (i) continues to maintain a substantive, material, active, and ongoing relationship with the Prospect and the Supplier, including in respect of the Contract; (ii) provides reasonable assistance in relation to the Prospect's onboarding, adoption, renewals, negotiations, account retention, expansion opportunities, up-sells, cross-sells, and relationship management, including renewal discussions and negotiations, with a minimum of 4 touchpoints with the Prospect and the Supplier per annum, and including the Introducer continuing to enhance the "stickiness" of a Prospect with the Supplier; (iii) responds within a reasonable time to reasonable requests from the Supplier for support in relation to the Prospect's account; and (iv) continues to provide expertise and remain active in applicable markets. The term "**Active Involvement**" shall be interpreted accordingly;

Affiliate: any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;

Agreement: this agreement (also known as the 'Full Terms') and its schedules;

Bribery Laws: the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

Business Day: a day other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;

Clawback Sum: shall have the meaning given to it in clause 6.12;

Commencement Date: the date of signature of this Agreement;

Commission: shall have the meaning given to it in Schedule 1 and payable in accordance with clause 6, applicable only in an on-going commission arrangement;

Confidential Information: shall have the meaning given to it in clause 13.1;

Contract: a legally binding contract for the supply of the Services directly between the Supplier and a Prospect entered into following an Introduction;

Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK, including: the Data Protection Act 2018 (and regulations made thereunder); UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Fee: the sum calculated in accordance with Schedule 135.1 and payable in accordance with clauses 6 and 8, applicable only in a one-off fee arrangement;

Introducer Plan: a targeted list of individual prospective customers or category of prospective customers agreed by the Supplier and the Introducer from time to time in accordance with clause 4.1.3;

Introduction: the provision of the contact details of a Prospect by the Introducer to the Supplier, including those set out in Schedule 1 35.1 and the registration of such Prospect on the Partner Portal. **Introduces** and **Introduced** shall be interpreted accordingly;

Introduction Period: for each Prospect, the period starting on the date the Introduction is made to the Supplier by the Introducer and ending 12 (twelve) months from that date;

MSA Offence: shall have the meaning in clause 10.1.1;

Net Total Contract Value: in relation to any Contract, the committed and collected recurring subscription or licence fees payable under the Contract for use of the Supplier's Services in the initial committed term after any discounts are applied, less any of the following: (a) VAT; (b) any other sales taxes; (c) any one-off fees, implementation fees, professional services, and / or consultancy; (d) support services; (e) usage-based charges; (f) expenses; (g) other non-recurring charges; (h) trial account or proof of concepts; (i) internal use by the Introducer;

Partner Portal: the online partner platform made available to the Introducer for accessing partner programme materials, sales and marketing resources, training content, product and pricing information, deal registration tools, opportunity records, notices, policies and other partner-related content or functionality;

Personal Data: has the meaning given in Data Protection Laws;

Prospect: a prospective company from the agreed Introducer Plan who is not and has not been a customer of the Supplier and is not and has not been in negotiations with the Supplier to purchase the Services, excluding Affiliates of a Prospect;

Recurring Licence Fees: the committed and collected recurring subscription or licence fees payable under the Contract for use of the Supplier's Services (including any added or upgraded licences) after any discounts are applied, less any of the following: (a) VAT; (b) any other sales taxes; (c) any one-off fees, implementation fees, professional services, and / or consultancy; (d) support services; (e) usage-based charges; (f) expenses; (g) other non-recurring charges; (h) trial account or proof of concepts; (i) internal use by the Introducer;

Relevant Period: the Term of this Agreement;

Representatives: shall have the meaning given in clause 13.2.1;

Restricted Period: the Term of this Agreement and a period of twelve months after its completion, expiry or termination;

Restricted Person: any person employed or engaged by either party at any time during the Relevant Period in relation to the provision or receipt of the Services who has or had material contact or dealings with the other party;

Services: contact centre software, professional services, support and/or other products or services, in each case provided by the Supplier;

Term: has the meaning given in clause 2;

Term of Sale: the Supplier's standard terms of sale for the Services, a copy of which may be reasonably requested by the Introducer, as the same may be amended or updated by the Supplier from time to time;

VAT: United Kingdom value added tax as defined by the Value Added Tax Act 1994 or any other tax imposed in substitution for it.

1.2 In this Agreement:

1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

1.2.2 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;

1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 a reference to a gender includes each other gender;

1.2.7 words in the singular include the plural and vice versa;

1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

1.2.10 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time.

2 Commencement and Term

This Agreement commences on the Commencement Date and shall continue in full force and effect unless or until terminated in accordance with clauses 12 or 21 (the **Term**).

3 Appointment and scope

3.1 The Supplier appoints the Introducer, on a non-exclusive basis, to make Introductions during the Term upon the terms and conditions of this Agreement, and the Introducer accepts such appointment.

3.2 The Supplier shall have the right to appoint other persons as introducers, representatives, agents or distributors for the Services during the Term.

3.3 The Introducer shall have no authority to:

3.3.1 obtain orders from;

3.3.2 enter into or conclude contracts with,

any person or company, including the Prospects, for sales of the Services.

4 Rights and duties of the Introducer

4.1 During the Term, the Introducer shall:

4.1.1 make Introductions in accordance with the Introducer Plan;

4.1.2 use its best endeavours to promote and extend demand for the Services;

4.1.3 attend such meetings and events as may reasonably be required by the Supplier from time to time at the expense of the Introducer;

4.1.4 keep and maintain adequate records of Introductions and Prospects and provide copies of relevant records to the Supplier where reasonably requested;

4.1.5 generally make itself available to the Supplier for the purpose of consultation and advice relating to the Prospects and Introductions;

4.1.6 act diligently and in good faith towards the Supplier and the Prospects;

4.1.7 seek to enhance the reputation of the Supplier;

4.1.8 provide the Supplier with such assistance and information as it may reasonably require from time to time, among other things, in order to verify that the Introducer is complying with its obligations under this Agreement and / or to verify the identity of the Prospect and / or to assist the Supplier in complying with any obligations it may have under legislation;

4.1.9 pass on to the Supplier promptly all complaints and leads in relation to the Services and assist the Supplier in the resolution and / or following up of the same;

4.1.10 make clear to all of the Prospects and generally that it is the Introducer of the Supplier only to the extent provided for in this Agreement;

4.1.11 ensure that, in the event that it has cause to make reference to the Supplier's pricing or Terms of Sale, such reference is accurate and is made to the most recent pricing and Terms of Sale as communicated to it by the Supplier;

4.1.12 comply with:

(a) all relevant laws, legislation, enactments, regulations, regulatory policies, guidelines and industry codes; and

(b) all policies, guidance, directions and instructions of the Supplier from time to time in place, including those set out in the Partner Portal (as may be updated from time to time);

4.1.13 maintain all such authorisations and other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement;

4.1.14 reasonably co-operate with the Supplier;

4.1.15 keep the Supplier informed of the activities undertaken by way of a status report and give general information which may be of interest to the Supplier in connection with the making of Introductions for the Services;

4.1.16 use the Supplier's IPR in accordance with this Agreement; and

4.1.17 communicate to the Supplier all information available to it and relevant to this Agreement.

4.2 During the Term the Introducer shall not:

4.2.1 pledge the credit of the Supplier;

4.2.2 allow its interests to conflict with those of the Supplier;

4.2.3 negotiate or agree any commercial, contractual, technical or service terms with any Prospect on behalf of the Supplier, nor represent that it has authority to bind the Supplier; for the avoidance of doubt, the Introducer may participate in sales discussions, introductions, discovery meetings and co-selling activities with the Supplier where requested or approved by the Supplier;

4.2.4 enter into any settlement or compromise with Prospects;

4.2.5 incur any obligation on the Supplier's behalf except as expressly permitted under this Agreement or with the Supplier's prior written consent;

4.2.6 make any statement or give any warranty or guarantee in respect of the Services without the Supplier's prior written consent;

4.2.7 use any promotional materials in connection with the performance of its duties under this Agreement which are not supplied or expressly approved by the Supplier;

4.2.8 make, receive or accept any secret income, profit or other benefit in connection with this Agreement;

4.2.9 do anything which shall harm the reputation of the Supplier; or

4.2.10 make any representation, assertion or statement to any person with respect in relation to the suitability of the Services for any particular use, compatibility with any equipment system or device, its characteristics, performance or otherwise, other than publish service level information which is in the public domain. The Services shall be provided by the Supplier to the Prospect in accordance with its standard Terms of Sale.

4.3 The Introducer shall not, during the Term of this Agreement:

4.3.1 in respect of any Prospect with whom the Supplier has entered into a Contract, market, refer, introduce, promote or otherwise present that Prospect to any third party supplier or vendor offering services similar to or competing with any and all services marketed and / or supplied by the Supplier, including each element of the Services (together the **'IPI Services'**); and / or

4.3.2 canvass or solicit or attempt to solicit the custom in respect of the IPI Services (whether directly or indirectly or whether on its own account or on behalf of someone else, whether on its own or jointly with another or others) of any person, firm or company who is a customer of the Supplier or who was during the Term of this Agreement a customer of the Supplier,

without the prior written consent of the Supplier (without prejudice to applicable laws).

4.4 The Introducer shall fully and effectively indemnify the Supplier against any and all losses, costs and liabilities of any nature arising out of or in connection with any breach of this clause 4.

5 Rights and duties of the Supplier

5.1 During the Term, the Supplier shall use its reasonable endeavours to:

5.1.1 supply the Introducer with sales and marketing materials as the Supplier sees fit;

5.1.2 notify the Introducer of any relevant or material changes made to the Services and the prices for the Services;

5.1.3 provide regular briefings on new services, general industry developments and feedback from Prospects;

5.1.4 act in good faith towards the Introducer;

5.1.5 reasonably co-operate with the Introducer;

5.1.6 provide the Introducer with such information as the Introducer reasonably requires to:

(a) perform its obligations under this Agreement; and / or

(b) to confirm the Fees / Commission due to the Introducer under this Agreement.

5.2 Following receipt of an Introduction, the Supplier shall notify the Introducer whether it accepts or refuses such Introduction, at its sole discretion, by way of acceptance of the registration of such Prospect on the Partner Portal.

5.3 The Supplier may at any time:

5.3.1 add or withdraw the Services in whole or in part; or

5.3.2 change the price or specification of any of the Services.

5.4 The Supplier reserves the right at its sole discretion to refuse to enter into a contract with a Prospect Introduced by the Introducer for any reason whatsoever, without any liability to the Introducer. If the Supplier does not opt to enter into a contract to provide the Services to such Prospect, it shall not entitle the Introducer to the payment of any sum, whether by way of compensation or otherwise.

5.5 Nothing in this Agreement shall constitute or be deemed to imply an obligation on the Supplier to monitor the call usage and / or pattern of usage of the Services by Prospects and / or customers.

6 Fees and expenses

6.1 The Supplier shall pay the Introducer a Fee / Commission in respect of a Contract concluded during the Introduction Period, provided always that:

6.1.1 the Introducer has complied with the Supplier's deal registration process (as further detailed on the Partner Portal);

6.1.2 the Prospect has:

(a) been directly, meaningfully Introduced by the Introducer (including in accordance with the requirements set out in Schedule 1), with the Introducer's Active Involvement;

(b) not already been introduced by another party to the Supplier;

(c) not already been recorded on the Supplier's systems (such as CRM);

(d) not already been actively pursued by the Supplier's sales team; and

(e) been accepted by the Supplier under clause 5.2;

6.1.3 such Contract has been unconditionally entered into by both the Supplier and the Prospect;

6.1.4 the Contract has been entered during the Term of this Agreement; and

6.1.5 the Supplier has received payment of the first invoice of the Net Total Contract Value or the Recurring Licence Fees (as applicable) of the Contract from the Prospect, as further described in Schedule 1.

One-Off Fee *(applicable to a One-Off Fee arrangement Schedule 1)*

6.2 Where, in accordance with **Schedule 1 (One-Off Commission)**, the Supplier has entered into a Contract with a Prospect following an Introduction, the Supplier shall pay the Introducer the Fee at the rate and on the basis set out in Schedule 1 in respect of the Net Total Contract Value, which shall:

6.2.1 apply to the initial Contract only (excluding any renewals); and

6.2.2 be subject to an aggregate cap of Fees in the sum of £50,000 (fifty thousand pounds).

On-Going Commission *(applicable to an On-Going Commission arrangement in Schedule 1)*

6.3 Where, in accordance with **Schedule 1 (On-Going Commission)**, the Supplier has entered into a Contract with a Prospect following an Introduction, the Supplier shall pay the Introducer the Commission at the rate and on the basis set out in Schedule 1 in respect of the Recurring Licence Fees, provided always that any additional conditions in Schedule 1 are satisfied, and subject always to clauses 6.4 and 6.5.

6.4 The Introducer shall cease to be entitled to Commission in respect of a Prospect from the date when (whichever happens earlier):

6.4.1 the Introducer ceases to be Actively Involved;

6.4.2 where a Contract is later subject to a passive automatic renewal (unless such renewal is a result of the Introducer's Active Involvement);

6.4.3 the Prospect notifies the Supplier that the Introducer is no longer materially involved in its relationship with the Supplier;

6.4.4 the Introducer breaches this Agreement and, if the breach is capable of remedy, fails to remedy that breach within 30 days of notice; and / or

6.4.5 this Agreement is terminated, as further described in clauses 12.9 and 12.10.

6.5 The Supplier shall determine in good faith whether the Introducer remains Actively Involved, acting reasonably and taking into account all relevant evidence, including communications with the Prospect, the Introducer's participation in account activity, and the Introducer's ongoing contribution to retention and growth of the account.

6.6 Commission shall accrue and be calculated in line with the invoicing terms agreed with the Prospect under the relevant Contract, as described in Schedule 1 (provided that monthly payment terms with the Prospect shall mean Commission shall be calculated on a quarterly basis for the Introducer) and shall be payable only after the Supplier has received the relevant Recurring Licence Fees from the Prospect in cleared funds.

6.7 Where the Contract starts or ends part-way through an invoicing period, or where the Recurring Licence Fees change during an invoicing period (including through added or upgraded licences), Commission for that period shall be calculated on a pro rata basis by reference to the Recurring Licence Fees invoiced to, and actually received from, the Prospect for that period.

General

6.8 The Introducer shall bear all out-of-pocket expenses (including travel and accommodation) and all other costs incurred by it in performing its obligations under this Agreement.

6.9 Without prejudice to any additional obligations and rights of the parties under Schedule 1, each party shall keep records relating to the calculation and payment of Fees / Commission during the Term and for 6 years from termination.

6.10 Each party will permit reasonable audit rights (limited to once per annum) relating to transactions under the Agreement, including the right to inspect reasonable evidence / records in respect of referrals and Fee / Commission payments, and a right of the Supplier to investigate compliance with the anti-bribery and conflict provisions set out in this Agreement.

6.11 **EXCLUDED PRODUCTS:** The Introducer Agreement shall not apply to any third-party products. Instead, it may only apply to:

6.11.1 ECX CCaaS;
6.11.2 ECX UCaaS;
6.11.3 Cloud PCI;
6.11.4 VoiceConnect,

each as selected in Schedule 1, and unless otherwise expressly agreed in Schedule 1 (with the Agreement only capable of applying to any other products if such Schedule 1 is signed by a statutory director of the Supplier).

6.12 Where any Fee / Commission has been calculated or paid by the Supplier based on sums that are subsequently refunded, credited, written off, reversed, disputed or otherwise not retained by the Supplier (including if the Contract is subject to early termination or a change control which reduces Recurring Licence Fees / Net Total Contract Value, the Prospect becomes insolvent or otherwise has bad debt) or if the Fees / Commission paid are otherwise too high or are not for any reason paid by the Prospect, the Supplier may reduce the Fee / Commission calculation accordingly ("**Clawback Sum**") and may set off any overpayment against future Fees / Commission provided that, if no further Fees / Commission is payable, the Introducer shall repay the overpaid Fees / Commission within 30 days of written notice. The Supplier reserves the right to not pay any Fees / Commissions to the Introducer until the Clawback Sum has been repaid by the Introducer. The clawback shall not apply in the following circumstances:

6.12.1 the Prospect terminates the Contract as a direct result of the Supplier's material breach of the Supplier's standard form of Contract (with the Prospect's termination notice expressly being for material breach);

6.12.2 if the Clawback Sum amounts to under £5,000.00 (five thousand pounds).

Where the Supplier seeks to exercise this clause, the Supplier will provide reasonable evidence to the Introducer if requested.

6.13 No Fees / Commission shall be due to the Introducer if the Supplier has not received payment from the Prospect.

6.14 The Supplier has the right to modify the Fees / Commissions, on giving at least 30 (thirty) days prior written notice to the Introducer. Such modified Fees / Commissions will not apply to the initial term of the Contract, but shall apply to new orders (including any subsequent renewals of the Contract) after the effective date of such modified Fee / Commission as stated in the Supplier's written notice. The Supplier may also modify the relevant Fee / Commission amount on a case-by-case basis if requested by the Introducer, provided that it is approved by a statutory director of the Supplier.

6.15 No Fees / Commissions will be due to the Introducer after the Contract has expired or been terminated.

6.16 Subject to the terms of this Agreement, Fees / Commission shall apply to Services provided to Prospects under a Contract in the United Kingdom, and any other territory as agreed in writing from time to time in Schedule 1 (signed by a statutory director of the Supplier).

7 Taxes and duties

7.1 Fees / Commission due under this Agreement are exclusive of VAT, sales or other taxes or duties applicable for the time being prescribed by law by any authority in or outside the United Kingdom.

7.2 The Introducer will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with Fees / Commission paid and / or benefits provided as a result of the appointment under this Agreement and / or any payment or benefit received by the Introducer in respect of this Agreement.

7.3 If the appointment is an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies, the Supplier will be permitted to make any such deductions for tax or NICs from the Fee / Commission as required by law in accordance with the determination made by the Supplier.

8 Invoicing and payment

In the case of a one-off fee arrangement in Schedule 1

8.1 Following receipt of the Statement (as defined in Schedule 1), the Introducer shall issue an invoice and the Supplier shall pay the Fee due within 30 days of the Supplier's receipt of a validly issued and undisputed invoice.

In the case of an on-going commission arrangement in Schedule 1

8.2 Within a reasonable period after the end of each relevant invoicing period (i.e. quarterly or annually, as applicable), the Supplier shall confirm to the Introducer the Recurring Licence Fees actually received (net of refunds, credits, chargebacks and similar adjustments) for that period and the corresponding Commission due, following which the Introducer shall submit a valid invoice for the Commission due and the Supplier shall pay all undisputed amounts within 30 days.

General

8.3 Time of payment is not of the essence. If either party fails to make payment in accordance with this Agreement, the other party shall be entitled to:

8.3.1 charge interest on such sums at 1 percentage point a year above the base rate of the Bank of England from time to time in force (and the Introducer acknowledges that this is a substantial remedy for the purposes of relevant legislation); and

8.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

8.4 Amounts payable to the Introducer under this Agreement shall be paid into the business bank account notified by the Introducer to the Supplier in writing in accordance with this Agreement.

8.5 Where, in connection with this Agreement, a sum of money becomes payable by the Supplier to the Introducer, the Supplier shall be entitled to deduct that sum from sums which may be due from the Introducer from time to time whether under this Agreement or otherwise.

8.6 If the Introducer believes that the Fee / Commission calculated by the Supplier is incorrect and / or if the Introducer believes that any Clawback Sum calculated by the Supplier is incorrect, then the Introducer must notify the Supplier in writing within 60 (sixty) days of the date of the Supplier's calculation of the disputed Fee / Commission or the Supplier's calculation of the Clawback Sum (as applicable), with a full explanation of why the Introducer disputes the same, and a calculation of what it believes to be the correct amounts. If the Introducer does not comply with this clause 8.6, the Introducer shall be deemed to have waived all its rights and claims in relation to any underpaid Fee / Commission payment or any excessive Clawback Sum (as applicable). If the Introducer complies with this clause 8.6 and if the Fee / Commission amount was too low or Clawback Sum was too high, the Supplier will address the difference within 60 (sixty) days of such determination.

8.7 Fees / Commission shall be paid in £ (British pounds sterling).

9 Anti-bribery

9.1 For the purposes of this clause 9, the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

9.2 The Introducer shall ensure that it and each person referred to in clauses 9.2.1 to 9.2.3 (inclusive) does not, by any act or omission, place the Supplier in breach of any Bribery Laws. The Introducer shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

9.2.1 all of the Introducer's personnel and all direct and indirect sub-contractors, suppliers, agents and other intermediaries;

9.2.2 all others associated with the Introducer; and

9.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 9.2.1 and / or 9.2.2,

involved in connection with this Agreement so comply.

9.3 Without limitation to clause 9.2, the Introducer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and the Introducer shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

9.4 As soon as it becomes aware of a breach of any of the requirements in this clause 9, the Introducer shall immediately and, in any event, within 72 hours, notify the Supplier in writing.

9.5 The Introducer further warrants that:

9.5.1 it has not paid, offered, promised, or agreed to pay any employee, officer, director, shareholder, or representative of the Supplier in connection with this Agreement;

9.5.2 no part of any referral fee, commission, rebate, gift or other financial benefit has been or will be passed to any employee or representative of the Supplier; and

9.5.3 it will promptly disclose in writing any family, personal, business, or financial relationship with the Supplier's employees or officers.

9.6 If requested by the Supplier, the Introducer shall disclose details of its ultimate beneficial owners, and other information requested by the Supplier to ensure the Introducer's compliance with this clause 9.

9.7 The Introducer shall fully and effectively indemnify the Supplier against any and all losses, costs and liabilities of any nature arising out of or in connection with any breach of this clause 9.

10 Modern slavery

10.1 The Introducer undertakes, warrants and represents that:

10.1.1 neither it nor any of its officers, employees, agents or sub-contractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

10.1.2 it shall comply with the Modern Slavery Act 2015; and

10.1.3 it shall notify the Supplier immediately (and, in any event, within 72 hours) in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached any of its obligations under clause 10. Such notice to set out full details of the circumstances concerning the breach of the Introducer's obligations.

11 Limitation of liability

11.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2 Subject to clause 11.5, the liability of each party:

11.2.1 **In the case of a one-off fee arrangement:** shall not exceed the aggregate of the Fees (and any interest payable in accordance with clause 8.2) properly due under this Agreement, in total.

11.2.2 **In the case of an on-going commission arrangement:** shall not exceed 125% of the total Commission paid or payable under this Agreement in the 12-month period (commencing on the Commencement Date or any anniversary of it) in which the breach(es) occurred.

11.3 Subject to clause 11.5, neither party shall be liable for any consequential, indirect or special loss.

11.4 Except as expressly stated in this Agreement, and subject to clause 11.5, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

11.5.1 death or personal injury caused by negligence;

11.5.2 fraud or fraudulent misrepresentation;

11.5.3 the Introducer's breach or default in relation to Clause 25 of this Agreement;

11.5.4 any indemnities set out in this Agreement;

11.5.5 any Clawback Sum due to the Supplier; and/or

11.5.6 any other losses which cannot be excluded or limited by applicable law.

12 Suspension and termination

Termination for convenience

12.1 This Agreement may be terminated by either party, giving to the other party a minimum of 30 days' notice in writing.

Termination for cause

12.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

12.2.1 commits a material breach of this Agreement and such breach is not remediable (in which case, such notice to terminate shall have immediate effect);

12.2.2 commits a remediable material breach of this Agreement, which is not remedied within 30 days of receiving written notice of such breach;

12.2.3 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

12.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

12.2.5 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

12.2.6 becomes subject to a restructuring plan under Part 26A Companies Act 2006;

12.2.7 becomes subject to a scheme of arrangement under Part 26 Companies Act 2006;

12.2.8 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

12.2.9 has a resolution passed for its winding up;

12.2.10 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

12.2.11 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;

12.2.12 has a freezing order made against it;

12.2.13 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; or

12.2.14 is subject to any events or circumstances analogous to those in clauses 12.2.3 to 12.2.13 in any jurisdiction.

12.3 The right of a party to terminate the Agreement pursuant to clause 12.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

12.4 On termination or expiry of this Agreement, the Introducer shall return or (at the Supplier's request) destroy any Confidential Information and other property or materials of the Supplier then in its possession or control, and certify in writing to the Supplier that this has been done.

12.5 Immediately on termination of the Agreement, the Introducer will cease to:

12.5.1 market the Services;
12.5.2 use the Supplier's Trademarks or other IPR; and
12.5.3 represent itself as an Introducer or other representative of the Supplier.

12.6 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

12.7 The termination of this Agreement for any reason shall not of itself give rise to any liability on the part of the Supplier to pay any compensation to the Introducer, provided that nothing in this clause 12.7 shall affect any rights of the Supplier or the Introducer which may have accrued before the date of termination (without prejudice to clauses 12.9 and 12.10).

12.8 Without prejudice to any other of its rights under this Agreement, the Supplier may immediately suspend this Agreement at any time without any liability to the Introducer to the extent the Introducer is guilty of any conduct which, in the reasonable opinion of the Supplier, is prejudicial to the Supplier's interests.

Effect of termination for convenience

12.9 On termination or expiry of this Agreement, any Fee / Commission which has accrued and become due for payment before the date of termination or expiry shall remain payable in accordance with this Agreement. Subject always to clauses 6 and 8 and to the Introducer's compliance with terms that survive termination, and to the Supplier's rights of adjustment, set-off and recovery of overpayments, where Schedule 1 provides for an on-going commission arrangement, Commission shall continue to be payable at the then-current Commission percentage after termination or expiry only in respect of Recurring Licence Fees actually received by the Supplier under any Contract entered into before the date of termination or expiry, and only until the earlier of:
12.9.1 the end of the initial term of that Contract; or
12.9.2 36 (thirty-six) months following termination of this Agreement.

For the avoidance of doubt, no Fee / Commission shall be payable in respect of any renewal, extension, upgrade, replacement or new contract entered into on or after termination or expiry.

Effect of termination for cause

12.10 The Supplier shall have no further obligation to pay Fees / Commissions to the Introducer if the Supplier terminates the Agreement for cause under clause 12.2, or if the Introducer is or has been in material breach of clause 6, clause 9, clause 10, clause 13, clause 15 or clause 25. The final Fee / Commission payment made to the Introducer will be from the last complete payment run by the Supplier prior to the termination date. If the Introducer validly terminates this Agreement pursuant to clause 12.2, then the Supplier will continue to pay Commissions as described in clause 12.9.

13 Confidential Information

13.1 The Introducer agrees that it shall keep any information that is confidential in nature concerning the Supplier and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the Supplier's Confidential Information to any person, except as permitted by clause 13.2.

13.2 The Introducer may:
13.2.1 disclose the Confidential Information to those of its employees, officers, advisers, agents or representatives (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that the Introducer must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party;
13.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
13.2.3 use Confidential Information only to perform any obligations under this Agreement.

13.3 The Introducer recognises that any breach or threatened breach of this clause 13 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Introducer agrees that the Supplier may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

13.4 This clause 13 shall bind the parties during the Term and following termination of this Agreement.

14 Data protection

14.1 Each party shall comply with its respective obligations under Data Protection Laws.

14.2 The parties anticipate that limited Personal Data comprising contact details will be shared by the parties under this Agreement. Each party shall be an independent controller of such Personal Data.

15 Intellectual Property Rights

15.1 The Introducer acknowledges and agrees that all intellectual property rights (including patents, trade marks, copyrights, designs, rights in databases, rights in and to know-how and confidential information (in each case whether registered or unregistered) and applications for the foregoing) subsisting anywhere in the world ('**IPR**') which may subsist in the Supplier's systems and / or the Services and / or any services provided by the Supplier to the Introducer whether pursuant to this Agreement or otherwise belong to and vest in the Supplier and that this Agreement shall not operate to grant any right, title or interest in any IPR (whether owned by or licensed to the Supplier) to the Introducer.

15.2 The Introducer shall not use the Supplier's IPR except as expressly permitted by this Agreement or in writing by the Supplier and only then in fulfilling its obligations under this Agreement.

15.3 The Introducer shall not during the continuance of this Agreement or at any time thereafter make or have any claim to the IPR or do anything which may impair the Supplier's rights, title and interest in and to the IPR or which might prejudice their distinctiveness or validity, or the goodwill in relation thereto accruing to the Supplier.

15.4 In the event that the Introducer shall do anything in breach of this clause 15, the Supplier shall have the right to terminate this Agreement immediately upon written notice to the Introducer.

15.5 The Supplier grants to the Introducer on the terms set out in this Agreement a non-exclusive licence in the United Kingdom to use such trade names, trademarks or service marks ('**Trademarks**') as may be required and are permitted by the Supplier for the purposes of promoting and marketing the Services, as notified by the Supplier to the Introducer from time to time, such non-exclusive licence to be co-terminus with this Agreement.

15.6 The Introducer shall use such Trademarks as may be required and permitted by the Supplier for the purposes of promoting and marketing the Services in the form stipulated by the Supplier and shall observe the Supplier's reasonable directions including the use of such Trademarks in any and all literature, publicity material, sales, promotions and advertising material and the like prepared by the Introducer. The Introducer shall not use the Trademarks or any of them except for promoting the Services and shall only use them in accordance with the Supplier's instructions.

15.7 Upon termination of this Agreement for any reason whatsoever, the Introducer shall immediately cease to make use of each of the Supplier's Trademarks and shall do and execute all such acts, deeds and things that the Supplier shall reasonably require for the purpose of termination of the non-exclusive licence granted under this Agreement.

15.8 The Introducer acknowledges that its use of the Supplier's Trademarks will not create for itself any rights in such marks or IPR and if any such rights are created the Introducer undertakes immediately to assign such rights to the Supplier at the request of the Supplier and to do all such acts and execute all such documents as may be necessary to ensure effective assignment to the Supplier.

16 Non-solicitation

16.1 In order to protect the legitimate business interests of each party, during the Restricted Period neither party shall, either directly or indirectly, by or through itself, its Affiliate, its agent or otherwise, or in conjunction with its Affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

16.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the other party with a view to employing or engaging the Restricted Person, or

16.1.2 employ or engage, or offer to employ or engage a Restricted Person of the other party,

without the prior written consent of the other party.

16.2 Notwithstanding clause 16.1, either party may employ or engage any Restricted Person of the other party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).

17 Dispute resolution

17.1 If any dispute arises between the parties out of, or in connection with, this Agreement, the matter shall be referred to, in the case of the Supplier, the Director of Sales and Marketing, and, in the case of the Customer, a representative, who shall use their reasonable endeavours to resolve it.

18 Entire agreement

18.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

18.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

19 Notices

19.1 Without prejudice to clause 19.2**Error! Reference source not found.**, any notice given by a party under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below). Notices may be given, and shall be deemed received:

19.1.1 where the parties are located in the same country, by Royal Mail recorded post: two Business Days after posting;

19.1.2 where the parties are located in different countries, by airmail: seven Business Days after posting;

19.1.3 by hand: on delivery;

19.1.4 by email to the addresses set out in Schedule 1 of this Agreement: on delivery.

19.2 The Supplier may give notice to the Introducer by updating the Partner Portal in respect of the following:

19.2.1 new or revised guidance, directions and instructions of the Supplier; and

19.2.2 new or revised partner programme materials, sales and marketing resources, training content, product and pricing information, deal registration tools, opportunity records, notices, policies and other partner-related content.

19.3 This clause does not apply to notices given in legal proceedings or arbitration.

20 Announcements

20.1 Subject to clause 20.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Introducer without the prior written consent of the Supplier. If the Supplier consents in writing, the parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

20.2 If the Introducer is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. The Introducer shall:

20.2.1 notify the Supplier as soon as is reasonably practicable upon becoming aware of such requirement to the extent that it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

20.2.2 make the relevant announcement or public disclosure after consultation with the Supplier so far as is reasonably practicable; and

20.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the Supplier as to its form and content and the manner of its release, so far as is reasonably practicable.

21 Force Majeure

21.1 In this clause 21, '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement.

21.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

21.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

21.2.2 uses reasonable endeavours to minimise the effects of that event.

21.3 If, due to Force Majeure, a party:

21.3.1 is or is likely to be unable to perform a material obligation; or

21.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than six months,

the other party may terminate this Agreement on not less than 4 (four) weeks' written notice.

22 Further assurance

22.1 Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

23 Variation

23.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

24 Assignment

24.1 The Introducer may not assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier's prior written consent.

24.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

25 No partnership or agency

25.1 The parties are independent contractors and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary, agency or other relationship between them. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26 Equitable relief

26.1 The Introducer recognises that any breach or threatened breach of this Agreement may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Introducer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27 Severance

27.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

27.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29 Compliance with law

29.1 Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives shall comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 29.1 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

30 Conflicts within agreement

30.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

30.1.1 the terms and conditions in the main body of this Agreement;

30.1.2 the Schedule.

30.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

31 Counterparts

31.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

31.2 The parties agree to electronically sign the Agreement, that any digital or electronic signatures (including PDF, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that delivery of any such electronic signature to, or a signed copy of, this Agreement may be made by email or other electronic transmission.

32 Costs and expenses

32.1 Except as otherwise expressly agreed by the parties in writing, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

33 Third party rights

33.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

34 Governing law

34.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.

35 Jurisdiction

35.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).