

SALES PARTNERSHIP AGREEMENT TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings:

- (i) **"Affiliates"** means any direct or indirect Holding Company or Subsidiary Company of the relevant entity. A Company is a **"Subsidiary"** of another Company, if the latter company (**"Holding Company"**): (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. **"Company"** includes any body corporate or any legal entity capable under law of making a contract;
- (ii) **"Approach"** means Partner's written notification to Supplier of a Prospect that it would like to Introduce;
- (iii) **"Client"** means a purchaser of Supplier's Services that has been Introduced by Partner to Supplier pursuant to this Agreement;
- (iv) **"Confidential Information"** means any information that is marked confidential or is clearly by its nature confidential and includes the terms of this Agreement, the accounts, records, and customer lists of Supplier, and the details (including names, addresses, payment information, and contact details) of Prospects and Clients;
- (v) **"Introduction"** means Partner's written notification to Supplier of a Prospect, subject to Clauses (and "Introduce" shall be construed accordingly);
- (vi) **"Partner"** means an entity that, as of the Start Date, is an existing customer of the Supplier who has previously paid invoices for the Supplier's Services and continues to pay for such Services during the Term, and who registers or signs up via the Supplier's Platform to participate in the referral program and refer Prospects to the Supplier's Services under the terms of this Agreement;
- (vii) **"Prospect"** means a prospective Client;
- (viii) **"Referral Discount"** means a reduction applied to the fees otherwise payable by the Partner to the Supplier for the Supplier's Services, in consideration for an approved Introduction under this Agreement, with the specific rate, calculation method, and any applicable conditions set out in the relevant Specific Campaign Terms;
- (ix) **"Specific Campaign Terms"** means any additional terms, conditions, guidelines, or requirements communicated by the Supplier to the Partner in writing (including electronically) relating to particular marketing campaigns or referral programs under which the Partner may make Approaches or Introductions;
- (x) **"Start Date"** means the date on which this Agreement comes into effect, being the date the Partner first accepts these terms by

clicking the "I Accept" button in the Supplier's Platform;

- (xi) **"Supplier"** means ClearCourse Business Services Limited, a company incorporated under the laws of England and Wales with company number 06912469, whose registered office is at 107 Cheapside, London, England, EC2V 6DN, providing software services.
- (xii) **"Supplier's Platform"** means <https://getflg.com/>
- (xiii) **"Supplier's Services"** means the services provided by the Supplier and/or its Affiliates;
- (xiv) **"Term"** means the period from the Start Date until the date of expiry or earlier termination of this Agreement;
- (xv) **"Territory"** means the United Kingdom; and
- (xvi) **"Transaction"** means a contract between the Client and Supplier under which the Client has agreed to pay for Supplier's Services.

1.2 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. INTRODUCTIONS

- 2.1 The Partner shall be entitled to describe itself as a "sales partner" in relation to the Supplier's Services for the duration of this Agreement, subject to compliance with the Specific Campaign Terms.
- 2.2 To make an Approach, the Partner must submit the Prospect's details to the Supplier by completing and submitting the relevant form on the Supplier's Platform (the "Approach Form").
- 2.3 The Supplier shall review each submitted Approach Form and notify the Partner in writing of its decision to approve or reject the Approach within five (5) working days of receipt.
- 2.4 The Supplier may reject an Approach if:
 - (i) the Prospect is already an existing client or prospect of the Supplier and the Supplier wishes to continue marketing to that client without the Partner's involvement;
 - (ii) the Supplier considers that there are reasonable commercial or legal grounds not to pursue a Transaction with the Prospect; or
 - (iii) the Approach does not comply with the applicable Specific Campaign Terms.
- 2.5 No Introduction shall be deemed to have taken place unless the Supplier has approved the Approach pursuant to clause 2.3.
- 2.6 If no Transaction is entered into with the Prospect within twelve (12) months of the Supplier's approval of the Approach, the Prospect shall no longer be considered an Introduced Client.

3. PARTNER'S OBLIGATIONS

- 3.1 Partner shall:
 - (i) use its reasonable endeavours to make Approaches and effect Introductions;

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- (ii) promote and market the Supplier's Services with reasonable skill and care;
- (iii) assist Supplier to sell the Supplier's Services, in the Territory;
- (iv) cultivate and maintain good relations with Prospects in the Territory;
- (v) notify Supplier of enquiries and orders received for the Supplier's Services;
- (vi) facilitate contact between Supplier and Prospects;
- (vii) make itself available upon reasonable notice to Supplier as may be necessary for the performance of its duties under this Agreement;
- (viii) attend meetings with Prospects in the Territory; and
- (ix) at all times act in good faith and in Supplier's best interests.

3.2 Partner shall not be entitled to conduct commercial negotiations with a Prospect unless and to the extent authorised to do so by an executive director of Supplier. Any negotiations conducted by Partner shall always be subject to Clause 9.9.

4. SUPPLIER OBLIGATIONS

4.1 Supplier shall provide Partner with such price lists, terms and conditions of sale, advertising, promotional and selling materials, which it has for the sale of the Supplier's Services, as Partner may from time to time reasonably require for the purpose of the promotion and sale of the Supplier's Services in the Territory.

4.2 In respect of Introductions:

- (i) Supplier shall use its reasonable endeavours to make available its representatives for sales meetings with Partner and / or the Prospect in the Territory; and
- (ii) Supplier shall be under no obligation to enter into a Transaction and may cease to do so at its sole discretion.

4.3 Supplier shall notify the Partner via the Supplier's Platform upon conclusion of each Transaction with confirmation of the Referral Discount applied in respect of that Transaction.

5. REFERRAL DISCOUNT

5.1 Subject to Clause 2 (Introductions) and any applicable Specific Campaign Terms, where the Partner makes an approved Introduction and the relevant Prospect enters into a Transaction, the Partner shall be entitled to a Referral Discount.

5.2 The Referral Discount shall be applied to the fees otherwise payable by the Partner to the Supplier for the Supplier's Services. The rate, amount, duration, and method of application of the Referral Discount shall be as specified in the applicable Specific Campaign Terms. Unless otherwise stated in the Specific Campaign Terms, the Referral Discount shall commence from the calendar month in which the referred Client pays its first invoice to the Supplier.

5.3 The Referral Discount shall be applied automatically to the Partner's invoices during the applicable period.

The Partner shall not be required to raise an invoice or take any action to claim the Referral Discount.

5.4 The Supplier shall not be obliged to apply any Referral Discount unless:
(a) the Introduction has been accepted by the Supplier in accordance with this Agreement;
(b) the referred Client has entered into a Transaction with the Supplier or its Affiliates; and
(c) the conditions set out in the applicable Specific Campaign Terms have been met. In addition, the Partner must be an active paying customer of the Supplier at the time the Referral Discount is due to be applied. If the Partner is no longer receiving Supplier's Services at that time, no Referral Discount shall be due.

5.5 All amounts payable by the Partner under this Agreement shall be invoiced in Pounds Sterling and shall be exclusive of value added tax or other applicable sales taxes, which shall be payable by the Partner in addition. The Referral Discount shall be applied to the Partner's fees either before or after the addition of such taxes, as specified in the applicable Specific Campaign Terms.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Start Date and shall continue in force until terminated by either party giving to the other party not less than 30 days' prior written notice of termination.

6.2 Either party shall be entitled to terminate this Agreement by written notice to the other with immediate effect if the other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

6.3 Clauses 5 (including Supplier's obligations to pay Commission, which may arise before or after termination) 6.3, 7, 8 and 9 shall continue in force shall survive termination of this Agreement for any reason.

7. CONFIDENTIALITY

7.1 Each party that receives ("Receiving Party") Confidential Information from the other ("Disclosing Party"), whether before or after the Start Date shall:

- (i) keep the Confidential Information confidential;
- (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 7.2 or 7.3; and
- (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement ("Permitted Purpose").

7.2 The Receiving Party may disclose Confidential Information to its own officers, directors, employees contractors agents and advisers who reasonably need to know for the Permitted Purpose (each a "Permitted Third Party"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 7 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall

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ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 8.

7.3 The terms of Clause 7.1 shall not apply to any information which:

- (i) is or becomes public knowledge other than by breach of this Clause 7; or
- (ii) is independently developed without access to the Confidential Information; or
- (iii) is disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, provided the Disclosing Party shall notify the recipient of the confidentiality of the Confidential Information and shall exercise all legal rights to limit the recipient's rights to publish or otherwise disseminate such Confidential Information.

8. NON-COMPETE

8.1 During the Term and for a period of three (3) months thereafter, Partner shall not (and shall procure that any individual that is at any time during the term of this Agreement a director or shareholder of Partner shall not), without the prior written consent of Supplier, directly or indirectly provide or supply (or collude with others, or take preparatory steps to do the same) services, or assistance (whether contracted or otherwise) to any individual, company, or organisation ("**Third Party**") which is same as, similar to, or substitutable for Supplier Services.

9. GENERAL PROVISIONS

9.1 **Assignment.** Neither party may assign, delegate, transfer, novate, or subcontract its rights and / or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

9.2 **Force Majeure.** Neither party shall be liable for any delay or failure in performing its duties under this Agreement caused by act of God, act of terrorism, or civil disturbance (an event of "Force Majeure"). Each party agrees to give notice to the other when it becomes aware of an event of Force Majeure (such notice detailing the circumstances giving rise to the event of Force Majeure).

9.3 **Changes.** No changes to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.

9.4 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Agreement.

9.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter to which they relate. All prior agreements with respect to the subject matter of this Agreement, whether or not agreed or offered, all conditions and warranties whether express or implied statutorily or otherwise, and all representations, statements, negotiations, understandings, and undertakings, either written or oral, are superseded by this Agreement.

9.6 **Severance.** If any part of this Agreement is held unlawful or unenforceable that part shall be struck out

and the remainder of this Agreement shall remain in effect.

9.7 **No Waiver.** No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of, or prejudice, those rights.

9.8 **Notices.** All notices shall be in writing and shall be sent to the address of the recipient set out in this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, or by first-class post, and shall be deemed to have been served if by hand when delivered, or if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be).

9.9 **Authority.** Partner shall not be entitled to make representations on Supplier's behalf. Partner shall have no authority to bind Supplier into any contractual relations. Partner shall indemnify Supplier in respect of all losses suffered by Supplier as a result of a breach by Partner of this Clause 9.9.

9.10 **No Bribery.** Partner represents, warrants, and undertakes that it has not committed and will not commit an offence under the Bribery Act 2010 in connection with this Agreement.

9.11 **Law and Jurisdiction.** This Agreement is governed by the laws of England and is subject to the exclusive jurisdiction of the courts of England and Wales.