

## **Terms and Conditions for Resellers**

This document sets out the additional terms and conditions on which we permit you to provide the Services to Customers.

If any provisions in these additional terms and conditions conflict with our general terms and conditions, then these additional terms and conditions shall take precedence in our dealings with a Reseller.

### **1. Appointment of Reseller**

- a. On your appointment as a Reseller, we hereby grant you a non-transferable, non-exclusive right to use, market, promote and sell the Services in the territory as shall be agreed in writing between us and you and as may be amended from time to time.

### **2. Your Obligations**

- a. At all times during the Term the Reseller shall diligently promote customer interest in, and the sale of Services.
- b. The Reseller shall:
  1. ensure the customer is aware of and agrees to our general terms and conditions for the provision of the Services;
  2. not do and shall ensure the customer shall not do anything that would constitute a breach of the customer terms and conditions;
  3. promote the Services in accordance with our advertising and promotional initiatives. However you shall not use any advertising materials or promotional literature without our prior written consent;
  4. employ a sufficient number of suitably qualified personnel to ensure the proper promotion and selling of the Services and to ensure that the Services meet the customer's needs;
  5. not sell the Services to anyone other than an end user. An end user is any person who is the ultimate consumer of the Services and who does not intend to resell the Services to a third party;
  6. keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Services;
  7. allow us, on reasonable notice, access to the your accounts and records relating to the Services for inspection;
  8. insure at your own cost with a reputable insurance company all Equipment held by you against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and produce to us on demand full particulars of that insurance and the receipt for the then current premium;
  9. at no time make any representations with respect to the Services specifications, capabilities or features, except as may be approved in advance in writing or otherwise published by us.

### **3. Termination**

- a. In addition to the termination rights contained in the general terms and conditions, this agreement may be terminated by either Party, with or without cause, by giving written notice to the other, with termination to become effective immediately upon receipt of such notice, unless a later date is specified in the notice.

### **4. Intellectual Property**

- a. Unless otherwise agreed between the parties, all intellectual property rights in and to the Services and Software belong, and shall belong, to us and/or our licensors.
- b. We hereby grant you the non-exclusive right, in the agreed territory, to use our trade marks in the promotion, advertisement and sale of the Services, subject to, and for the duration of, this agreement. You acknowledge and agree that all rights in the trade marks shall remain with us, and that you have and will acquire no right in them by virtue of the discharge of your obligations under this agreement, except for the right to use the trade marks in the advertising and promotion of the Services.

- c. All representations of the trade marks that you intend to use shall be submitted to us for written approval before use.
- d. We make no representation or warranty neither as to the validity or enforceability of the trade marks nor as to whether they infringe any intellectual property rights of third parties.
- e. You shall not sub-license, transfer or otherwise deal with the rights of use of the trade marks granted under this agreement.
- f. You shall promptly give notice in writing to us if you become aware of:
  - i. any infringement or suspected infringement of the trade marks or any other intellectual property rights relating to the Services; or
  - ii. any claim, whether or not under the Trade Marks, of infringement of the rights of any third party.
- g. In respect of any matter within clause 4(f) above, we shall, in our absolute discretion, decide what action to take in respect of the matter (if any) and we shall conduct and have sole control over any consequent action that we deem necessary.

## 5. Confidentiality

- a. In this clause 5, Confidential Information means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one party (Disclosing Party) to the other party (Receiving Party) whether before or after the date of this agreement including, without limitation, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- b. Each party undertakes that it shall not at any time disclose to any person any Confidential Information, except as provided by clause 5(c).
- c. Each party may disclose the other party's confidential information:
  - 1. to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this agreement (Recipient). Each party shall ensure that each Recipient complies with this clause 5; and
  - 2. as may be required by law, court order or any governmental or regulatory authority.
- d. The Receiving Party shall ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this agreement as if the Recipient was a party to this agreement.
- e. Clause 5(b) and clause 5(c) do not apply to Confidential Information which:
  - 1. is at the date of this agreement or at any time after the date of this agreement comes into the public domain other than through breach of this agreement by the Receiving Party or a Recipient;
  - 2. can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
  - 3. subsequently comes lawfully into the possession of the Receiving Party from another.
- f. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- g. Each party shall have in place industry-standard policies, procedures, training programmes and draft confidentiality agreements so as to ensure that its employees are able to identify and label confidential information disclosed by the other party and deal with it in accordance with the obligations imposed under this clause 5. Each party will upon reasonable written notice disclose to the other on a regular basis details of its policies, procedures and standard documents relating to confidentiality.

## 6. No Agency

Nothing in this agreement is intended to, or shall be deemed to, establish any relationship of agency, partnership, employment or joint venture between the parties.