



Reseller AGREEMENT

WHEREAS:

- (A) StayPrivate offers the StayPrivate secure email, storage and file sharing service to customers via its Distributor Zest4
- (B) The Reseller sells information and/or communications technology solutions to companies and other organisations directly.
- (C) The Reseller wishes to distribute the StayPrivate solution to customers directly.
- (D) The Parties ("**Parties**") agree that they will each carry out their respective obligations subject to, and in accordance with, the terms of this agreement ("**Agreement**").

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Expression	Definition
Actively	Actively approaching, and/or soliciting sales of the Platform and Services from, individual Sales Prospects or groups of Sales Prospects or Partners or groups of Partners, and " Active " shall be interpreted accordingly.
Confidential Information	All data and information relating to one of the Parties' businesses provided to, or acquired by a Party to this Agreement, its Personnel, agents or sub-contractors pursuant to this Agreement. The Distributor acknowledges that this includes information, details and Intellectual Property Rights in marketing, development, licensing, use, maintenance and/or operation of the Platform, Services and any related Software (including that which they are combined or used with).

Expression	Definition
Customer or Customer	A Sales Prospect who has been registered in the Dashboard either: (i) by the Distributor – Zest4; or (ii) by a partner of the Distributor – Zest4.
Dashboard	The StayPrivate dashboard, located at https://dashboard.stayprivate.com , and designed to be used by the Distributor and its Partners.
Data Protection Laws	The Data Protection Act 1998, Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to any Party in any relevant jurisdiction.
Reseller Price	The price charged by StayPrivate to the Distributor for the provision of the Platform and Services, and set out in Schedule 2.
Effective Date	Date of master agreement with Zest4.
Holding Company	The meaning given in section 1159 of the Companies Act (2006).
Initial Term	The period of 12 months from the Effective Date.
Intellectual Property Rights	Patents, utility models, rights to inventions, trademarks and service marks, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, registered designs, copyright and neighbouring and related rights, design rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), trade and business names, domain names, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
List Price	The list price in place from time to time for the Platform and Services, available at https://stayprivate.com/pricing.html . StayPrivate may amend the list price at any time through 30 calendar days' notice to the Reseller.
Mark	The StayPrivate brand and logos set out in Schedule 4.
Materials	Relevant technical information, product literature and other documents relating to the Platform and Services.
Partner	A sales agent, sub-contractor, sub-distributor, reseller or other similar partner of the Distributor.
Personnel	Employees, staff and contractors.
Platform	StayPrivate's proprietary software platform (including, where relevant the Software) to which Customers and their users are

Expression	Definition
	granted access in accordance with the Standard Terms, and through which they can access and use the Services.
Sales Prospect	A potential customer for the Platform and Services that is identified by a Party to this Agreement and properly registered by that Party and accepted by StayPrivate as a prospect pursuant to Schedule 2.
Services	The software services and functionality that Customers are able to access, and to which StayPrivate enable and permit Customers to access and use, through the Platform in accordance with the terms of the Standard Terms. Details of the Services available from time to time are set out at www.stayprivate.com .
Software	One or more of the proprietary or third-Party software components or plug-ins provided by StayPrivate and/ for installation on hardware infrastructure and systems owned and/or operated by or on behalf of Customers, as part of (or to access and use) the Platform and Services.
Standard Terms	StayPrivate's standard terms, as at www.stayprivate.com/terms.html , the agreement governing the provision of access to the StayPrivate Platform and Services and applicable to all users, Customers, Partners and the Distributor.
Subsidiary	The meaning given in section 1159 of the Companies Act (2006).
Subscription Charges	The charges payable for access to and use of the Platform and Services. As between the Parties to this Agreement, the Subscription Charges will be collected and payable in accordance with the terms of clause 8 and Schedule 2 of this Agreement.
Support	The support services offered by StayPrivate from time to time which are provided by: (i) StayPrivate; and/or (ii) where expressly set out in Schedule 3, to the Distributor, to Partners or Customers.
Term	The Initial Term, together with any subsequent renewal in accordance with clause 11.1 until this Agreement is terminated by either Party in accordance with its terms.
Territory	The territory set out in Schedule 1.
Working Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Year of this Agreement	A period of 12 months commencing on the Effective Date, and each anniversary of the same thereafter.

1.2 In this Agreement:

- (a) Clause, Schedule and paragraph headings shall not affect its interpretation.
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) a reference to:
 - (i) a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

- (ii) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (iii) "*writing*" or "*written*" includes e-mail (but not for the service of legal notices).
- (d) unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular, and references to one gender includes the other gender.
- (e) the words "*include*" and "*including*" are illustrative and do not limit the words that follow them.

2. APPOINTMENT

- 2.1 StayPrivate and Zest4 hereby grants to the Reseller, and the Reseller hereby accepts, the non-exclusive right for the Term:
- (a) to:
 - (i) promote and pursue the sale of the Platform and Services, to Customers in accordance with the terms of this Agreement;
 - (ii) sell access to the Platform and Services to Sales Prospects and Customers, in accordance with the terms of this Agreement and the Standard Terms; and
 - (iii) invoice for, and collect payment of, Subscription Charges from Customers, in accordance with the terms of this Agreement.

in each case where such Sales Prospects, Customers and Partners are located in the Territory.
 - (b) to copy and distribute to Customers within the Territory the Materials supplied to the Distributor by StayPrivate from time to time.
 - (c) to describe itself as an "*Authorised Reseller*" of the Platform and Services but to not represent itself as an agent of StayPrivate for any purpose, nor pledge StayPrivate's credit or give any condition or warranty or make any representation on StayPrivate's behalf or commit any of them to any contracts outside of the provisions explicitly described in this Agreement.
- 2.2 StayPrivate will not have any contracted relationship with the Customers of the Reseller.
- 2.3 The Reseller shall contract on its own terms with its Customers for the usage of the Platform and Services, and shall ensure that these terms include StayPrivate Third-Party Contract Rights as described in 2.5.
- 2.4 The Reseller shall ensure that all contacts between its Customers for the usage of the Platform and Services include StayPrivate Third-Party Contract Rights as described in 2.5.
- 2.5 **StayPrivate Third Party Contract Rights:** in the event of: (i) the Termination of this Agreement; and/or (ii) the failure of the Reseller to pay Zest4 for the Stay Private Platform and Services as described in Schedule 2; and/or (iii) the failure of the Reseller to deliver Services as described in Schedule 3, Zest4 and StayPrivate has the right to take over direct provision of the Platform and Services to the Customers. Furthermore, in such event, StayPrivate also has the right, at its discretion, to reassign any contracts to a third party of its choice.
- 2.6 The Reseller shall not_ without Zest4 and StayPrivate's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features , functionality or capabilities of the Platform or any Service which are inconsistent with those contained in the Materials or on www.stayprivate.com, or otherwise incur any liability howsoever arising on behalf of StayPrivate .

- 2.7 The Reseller's appointment under this clause 2 only grants to the Distributor a licence to promote and sell the Platform and Services, and does not transfer any right, title or interest to the Platform or any of the Services (or any of the associated Software) to the Reseller, or Sales Prospects or Customers.
- 2.8 The Reseller hereby agrees and acknowledges that any Intellectual Property Rights which exist in, arise during the Term, or are otherwise created, in relation to the Platform, the Services, the Software, Materials and/or the Mark, by StayPrivate or as a result of the Reseller exercising its rights hereunder shall vest in, and remain vested in, StayPrivate, who shall own all such Intellectual Property Rights absolutely.
- 2.9 Use of the Mark: StayPrivate hereby grants to Zest4 partners revocable, non-exclusive and non-transferable licence to use the Mark on or in relation to the marketing, promotion and sale of the Platform and Services in the Territory during the Term.
- 2.10 The Reseller shall throughout the Term:
- (a) ensure that all marketing, promotion and sale of the Platform and Services includes the Mark; and
 - (b) comply, and shall ensure that its Personnel, agents and all those involved in carrying out activities under or in relation to this Agreement comply, strictly with the directions of StayPrivate regarding the form and manner of use of the Mark.
- 2.11 The Reseller acknowledges that StayPrivate is or are the owner(s) of the Mark. Any goodwill derived from the use by the Distributor of the Mark shall accrue to StayPrivate. StayPrivate may at any time call for a document confirming the assignment of that goodwill and the Distributor shall immediately execute it in accordance with the terms provided by StayPrivate.
- 2.12 The Reseller shall not:
- (a) Actively advertise or sell, or solicit for sale, the Platform and Services in, or specifically aim marketing at, any country or territory outside of the Territory;
 - (b) Actively seek orders for the Platform and Services from outside of the Territory;
 - (c) Do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark, StayPrivate or its Group, or that may invalidate or jeopardise any registration of the Mark;
 - (d) Apply for, or obtain, registration of the Mark for any goods or services in any country;
 - (e) Apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.
- Nothing in this clause 2.12 shall limit, or be deemed to limit, the right or ability of the Reseller to sell Passively to Sales Prospects and Customers located outside of the Territory.
- 2.13 The Reseller shall immediately notify Zest4 and StayPrivate in writing giving full particulars if any of the following matters come to its attention:
- (a) any actual, suspected or threatened infringement of the Mark;
 - (b) any actual or threatened claim that the Mark is invalid;
 - (c) any actual or threatened opposition to the Mark;
 - (d) any claim made or threatened that use of the Mark infringes the rights (including Intellectual Property Rights) of any third party;
 - (e) any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Distributor under this Agreement; or

- (f) any other form of attack, charge or claim to which the Mark may be subject.
- 2.14 In respect of any of the matters listed in clause 2.13(e) above:
- (a) StayPrivate shall in its absolute discretion, decide what action if any to take;
 - (b) StayPrivate shall have exclusive control over, and conduct of, all claims and proceedings;
 - (c) the Reseller shall not make any admissions other than to StayPrivate and shall provide StayPrivate with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - (d) StayPrivate shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 2.15 StayPrivate shall have the right throughout the Term to request to review samples of materials used (or which are prepared for use) by or on behalf of the Reseller which contain the Mark. Following such review StayPrivate shall have the right to request reasonable changes to the materials where necessary in its view to ensure consistency with its guidance and rules around the Mark and its use (including associated branding, tone and appearance). The Reseller will then carry out any such reasonable changes at its own cost.
- 2.16 **Non-exclusivity:** Nothing in this Agreement will prevent StayPrivate or Zest4 from entering into similar agreements with any third Parties (whether or not within the Territory), or from independently developing, using, selling or licensing documentation, products, software and/or services which are similar or identical to those provided to the Reseller under this Agreement.
- 2.17 **Further assurance:** The Reseller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this clause 2 and the other provisions of this Agreement.

3. PARTNER AND CUSTOMER REGISTRATION

All Customers shall be registered and progressed in accordance with Schedule 2.

4. TECHNICAL INFORMATION AND PRODUCT LITERATURE

- 4.1 StayPrivate may, at its own discretion and cost, supply the Reseller from time to time with Materials. The Reseller shall be permitted to copy such Materials solely as necessary in order to market, promote and support the sale of the Platform and Services to Partners, Sales Prospects and Customers. **In the event of any conflict between the terms of the Materials and www.stayprivate.com, the information on www.stayprivate.com shall take precedence. As a result, StayPrivate recommends that the Reseller always checks the website prior to entering into discussions with Partners, Sales Prospects or Customers or utilising Materials.**
- 4.2 The Distributor shall not, and shall not have any authority to, amend or renegotiate the Standard Terms or the Materials.

5. TRAINING

- 5.1 StayPrivate and Zest4 will provide sufficient training to enable the Reseller to sell the Service efficiently and profitably.
- 5.2 Additional training, if required, may be agreed by the Parties, acting reasonably.
- 5.3 StayPrivate may, for any upgraded, enhanced or new Services developed or released by it for sale under this Agreement, offer training as considered necessary in StayPrivate's reasonable discretion.

6. OBLIGATIONS OF STAYPRIVATE

- 6.1 StayPrivate and Zest4 shall:
- (a) support the Platform and Services in accordance with Schedule 3 and the Standard Terms in force from time to time.
 - (b) employ sufficient suitably qualified administrative and technical staff to enable it adequately to perform its duties under this Agreement.
 - (c) not use the name or any logo of the Reseller or any derivative thereof without the prior written consent of an authorised personnel of the Reseller.
- 6.2 StayPrivate shall use its reasonable endeavours to resolve any defect or bug in the Platform and Services to ensure they comply with relevant functional descriptions set out on www.stayprivate.com.
- 6.3 In defending or settling any claim, StayPrivate may procure the right for the Reseller to continue marketing, promoting and selling the Platform and Services, or replace or modify any of them so that they, or any Materials, no longer infringe. If in StayPrivate's view neither of those can reasonably be done, StayPrivate may terminate this Agreement on ten (10) Working Days' notice to the Reseller without any additional liability or obligation to pay the Reseller any damages or other costs.
- 6.5 Under no circumstances will StayPrivate or any of its or their Personnel, agents or sub-contractors be liable to the Reseller where, and to the extent that, any alleged infringement is based on:
- (a) a modification of the Platform, a Service, Support or any Materials by anyone other than StayPrivate or its authorised third Parties; or
 - (b) the Reseller's or any of its Personnel or agents use, marketing or promotion of the Platform, a Service or any Materials: (i) in a manner contrary to any instructions given to the Reseller by StayPrivate or the terms of this Agreement; (ii) after StayPrivate or any appropriate authority has given the Reseller notice of any alleged or actual infringement; or (iii) using out-of-date Materials, or after StayPrivate has notified the Reseller of any error.

Where an infringement claim includes any part based on the above exclusions, then that part of the claim will be excluded from the protection StayPrivate provides in clause 6.3. If it is wholly based on the above exclusions then the whole claim will be excluded from the protection StayPrivate provides.

7. OBLIGATIONS OF THE DISTRIBUTOR

- 7.1 The Reseller warrants, represents and undertakes that it has, and will have throughout the Term, all rights, licences, consents, permissions and authorisations necessary in order to carry out, and comply with, its obligations and rights under this Agreement.
- 7.2 The Reseller hereby warrants and undertakes:
- (a) to at all times represent StayPrivate in a professional manner commensurate with the good name of StayPrivate and not enter into any contract or engage in any practice that is or may be detrimental to the interests of StayPrivate, the Platform or the Services.
 - (b) to use all reasonable endeavours to sell the Platform and Services via the Reseller's Customers and Sales Prospects.

- (c) to employ sufficient suitably qualified administrative and technical staff to enable it adequately to perform its duties hereunder.
 - (d) to ensure that Customers:
 - (i) are registered with StayPrivate according to the procedures in Schedule 2 and using the StayPrivate Platform; and
 - (ii) use the Platform and Services according to the terms set out in this Agreement and the General Terms.
 - (e) that it will not make, accept, purport to accept or imply acceptance of any variation, addition, amendment or other change to the Terms or any Materials unless specifically approved by StayPrivate in writing (such approval may be withheld at StayPrivate's sole discretion).
 - (e) to ensure that its sales and technical staff attend the training sessions provided by StayPrivate in accordance with the terms of this Agreement so that they are suitably qualified to answer sales questions and, where agreed and set out in Schedule 3, provide the Support stated there relating to, or in respect of, the Platform and Services.
 - (f) that it will avoid deceptive, misleading and unethical practices that are, or might be, detrimental to StayPrivate, the Platform, the Services and/or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regards to StayPrivate, the Platform, Services and/or the Mark. In particular it will **not**, and will not permit any Personnel, agent or third party to mis-sell, overstate or misstate the capability or performance of the Platform and Services and shall ensure all sales activity is consistent with the Standard Terms, Materials and www.stayprivate.com (and the Distributor's attention is drawn to clause 4.1).
 - (g) to observe all reasonable directions and instructions given to it by StayPrivate in relation to the marketing, promotion, advertisement and sale of the Platform and Services, and shall not make any written statement as to the quality or manufacture of the Platform and Services without the prior written approval of StayPrivate.
 - (h) where agreed, to provide the Support for the Platform and Services as set out in Schedule 3.
 - (j) at all times to acknowledge that the Intellectual Property Rights in the Platform, Services, Software, Materials and the Mark are owned by StayPrivate (or its or their licensors).
 - (k) to advise StayPrivate at once in writing in the event of any infringement of any rights (including Intellectual Property Rights) in the Platform, Services, Software, the Materials and/or the Mark by any third person which comes to the attention of the Distributor.
 - (l) to comply at all times during the Term with all applicable laws and regulations. In particular the Reseller will be responsible for obtaining any import or export (or re-import or re-export) licences or permits necessary for the entry of the Platform, Services, Software and Materials into the Territory in respect of their delivery to and use by the Distributor under this Agreement. The Distributor will be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Platform, Services, Software and Materials for use by the Distributor in accordance with this Agreement.
- 7.3 The Reseller acknowledges that it is an independent agent and is not entitled to make any commitments, contracts or agreements with a third party that may bind or create legal

obligations on StayPrivate without the prior written agreement of StayPrivate (which may be withheld in its sole discretion).

8. INVOICING AND PAYMENT

- 8.1 The Reseller shall invoice on its own terms with its own Customers for the supply and use of the Platform and Services.
- 8.2 The Reseller is responsible for registering Customers with StayPrivate via the StayPrivate Dashboard.
- 8.3 Zest4 shall invoice the Reseller at the beginning of the month for the following month based on prior month usage at the Reseller Price as described in Schedule 2. The first month (or part of month) for each new Customer is billed in arrears on a pro-rata basis. Excess usage during a month is invoiced at the beginning of the month.

9. LIABILITY

- 9.1 Neither Party excludes or restricts its liability for: death or personal injury resulting from its negligence; fraud or fraudulent misrepresentation; or, for any liability that cannot be excluded or limited by applicable law.

10. CONFIDENTIALITY

- 10.1 Each Party may from time to time under this Agreement hold, be given access to or become aware of certain Confidential Information belonging to the other in order to perform its or their respective obligations under this Agreement.
- 10.2 Each Party will:
 - (a) keep the other's Confidential Information in confidence and:
 - (i) not use or exploit it in any way except for the purposes of promoting, marketing and selling the Platform and Services strictly in accordance with the terms of this Agreement.
 - (ii) only disclose it to those of that Party's respective representatives, Personnel, agents, advisors and sub-contractors who need to know it for the purposes of promoting, marketing and selling the Platform and Services strictly in accordance with the terms of this Agreement, or otherwise in relation to this Agreement. Where such disclosure is to be made by a Party, the relevant Party will be responsible for ensuring that suitable confidentiality obligations are in place with the recipient of the information.
 - (iii) unless disclosable under clause 10.4(ii) or this clause 10.2 not make it available to any third party, or use it for any purpose other than in connection with this Agreement.
 - (b) take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Personnel or agents in violation of this Agreement.
- 10.3 Each Party hereby agrees that on the termination or expiry of this Agreement, it shall forthwith return or destroy (as the other Party may direct) all of the Confidential Information in its possession or control and procure the return or destruction (as the other Party may direct) of any Confidential Information in the possession or control of any third party disclosee.

- 10.4 The provisions of this clause 10 shall not apply to Confidential Information: (i) which is in, or subsequently comes into the public domain other than by the default of one of the Parties hereto; or, (ii) which is required to be disclosed by law, a court of competent jurisdiction or a regulatory or administrative body; or (iii) is visible through the Opportunity Management System to other Distributors or third Parties.
- 10.5 Each Party (the "**Indemnifying Party**") will indemnify the other (the "**Indemnified Party**") from and against any claims, costs, damage, expenses, fines, penalty notices or other liabilities incurred by the Indemnified Party arising as a direct result of a breach by the Indemnifying Party of this clause 10.

11. TERM AND TERMINATION

- 11.1 This Agreement commences on the date shown at the beginning of this Agreement and shall continue for the Initial Term. On expiry of the Initial Term, this Agreement shall automatically renew and continue thereafter unless and until either Party to this Agreement provides at least six (6) months' notice to terminate in writing to the other. Either Party may give such notice during the Initial Term provided that it expires on a date after the end of the Initial Term.
- 11.2 StayPrivate or the Distributor- Zest4 may terminate this Agreement with immediate effect by writing to the other if:
- (a) the other commits a material breach of any term of this Agreement where that breach is not remediable or (if it is remediable) fails to: (i) remedy it within 30 calendar days of being notified in writing to do so; or (ii) commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion.
 - (b) the other suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
 - (c) the other commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of it with one or more other companies or the solvent reconstruction of it.
 - (d) the other Party or a third party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
 - (e) a creditor or encumbrancer of the other attaches or takes possession of, or a distress, execution, sequestration or other such process in the relevant jurisdiction is levied or enforced on or sued against, the whole or any part of the other's assets and such attachment or process is not discharged within 14 calendar days.
 - (f) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.2 (b), (c), (d) or (e).
 - (g) the other suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
 - (h) the other is entitled to claim relief under clause 14 for a period of 30 or more consecutive calendar days.
- 11.3 In addition to its rights under clause 11.2, Zest4 may also terminate this Agreement with immediate effect by writing to the reseller if:

- (a) the reseller fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 calendar days after the due date for payment set out in clause 8.4.
- (b) the reseller persistently fails to pay any amount due under this Agreement on the due dates for payment.
- (c) required to do so by a legal, regulatory or administrative authority.
- (d) the reseller develops, launches (or takes steps to launch), or enters into any agreement with a third party who has, a product and/or service that competes with the Platform or Services.
- (e) the reseller under clause 2.7 to 2.16 (inclusive), 7.2(a), (c), (e), (f), (j) and/or (l), 13, 16.1 and/or 16.2.

12. CONSEQUENCES OF TERMINATION

12.1 Upon the termination or expiry of this Agreement for any reason whatsoever:

- (a) all obligations in the Standard Terms shall continue.
- (b) all licences granted by StayPrivate via the Distributor, to the reseller under the terms of this Agreement shall immediately terminate without the need for further action by StayPrivate.
- (c) StayPrivate has the right, but not the obligation, to take over direct provision of the Platform and Services to the Distributor's Partners and/or Customers. StayPrivate also has the right, at its discretion, to reassign any contracts to a third party of its choice.
- (d) the appointment of the Reseller in accordance with clause 2 will immediately cease and it will cease to hold itself out in such manner (except for the purposes of completing any contractually binding orders for the Platform and Services from Sales Prospects and Customers accepted by StayPrivate prior to the date of termination or expiry).
- (e) the Distributor will immediately cease:
 - (i) to hold itself out as having any rights in relation to the Platform, Services, Materials and/or Mark and both Parties will remove the other Parties' names and any claim to represent or be represented by the other(s) from all directories, lists, publishing and published materials of any sort and in whatever format.
 - (ii) use of, and shall promptly remove from use and circulation, any websites, promotions, adverts, information and other marketing or promotional activity in whatever form (whether electronic or hard copy) that make use of the Platform, Services, Software, Materials and/or Mark.
- (f) each Party shall continue to keep confidential the other's Confidential Information in accordance with clause 10 but shall cease further use of it. At the owning Party's request, the other Party must return to the owning Party all of its Confidential Information, irrespective of the form in which it is stored or presented, or certify the destruction of such information or destroy such Confidential Information, and certify to the owning Party the destruction of such Confidential Information. A Party's obligation under this paragraph does not apply in relation to information that that Party must keep in order to comply with any reporting or other requirements binding on it under applicable law.
- (g) subject to any dispute in accordance with the terms of clause 8, any sums payable by one Party to the other but not yet paid will become immediately due and payable in full, without setoff or deduction.

- (h) no further fees, charges, costs or payments of whatever description will be payable by StayPrivate to the Distributor in respect of any Customers or Sales Prospects following the date of termination or expiry, and any right to receive such payments shall terminate on termination or expiry of this Agreement.
- (i) each Party will return to the other any Intellectual Property that they have (or have under their, their Personnel or a third party disclosee's control) that belongs to the other Party;
- (j) where the Distributor was providing Support in accordance with Schedule 3, StayPrivate shall take over provision of that Support.

Each Party will confirm in writing to the other its compliance with this clause.

- 12.2 Any rights, remedies, obligations or liabilities that a Party has accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry, will not be affected or prejudiced.
- 12.3 Termination or expiry of this Agreement howsoever caused will not affect any provision which expressly or by implication is intended to come into force, or continue in force on or after termination or expiry, including clauses 2.8, 2.17, 8, 9, 10, 12, 13, 15 and 16.14 which will continue in full force and effect.

13. DATA PROTECTION

- 13.1 Each Party undertakes to comply with its obligations under the Data Protection Laws.
- 13.2 The Reseller shall ensure that:
 - (a) personal data about a Partner, Sales Prospect or Customer which it collects, stores, processes or which it otherwise supplies or discloses to StayPrivate in relation to this Agreement, has been, and will in each circumstance be, obtained fairly, lawfully and in a transparent manner (including in particular setting out the potential onward transfer of that personal data to, and uses of it by, StayPrivate for the purposes of this Agreement).
 - (b) it will obtain all necessary consents from persons whose personal data it collects, stores, processes or which it otherwise supplies or discloses to StayPrivate in relation to this Agreement.
 - (c) it has in place all necessary registrations with authorities to permit the Distributor to collect, store, processes, or otherwise supply or disclose to StayPrivate, such personal data pursuant to its obligations under this Agreement.
- 13.3 The Parties agree that in respect of personal data that the reseller collects, stores and processes in carrying out its obligations under this Agreement, it shall be the data controller for the purposes of the Data Protection Laws. Following transfer of that personal data to StayPrivate, StayPrivate shall become the data controller of that personal data for the purposes of the Data Protection Laws.
- 13.4 Nothing in this Agreement shall:
 - (a) require StayPrivate to disclose, or entitle the reseller to receive, any personal data that StayPrivate collects stores or processes in respect of its Partners, Sales Prospects and Customers and their users.
 - (b) relate to, or be deemed to relate to, how a Customer uses the Platform and Services or otherwise transfers personal data itself to StayPrivate (including any use of the Platform and Services by a Customer).

14. FORCE MAJEURE

- 14.1 For the purposes of this Agreement “force majeure” shall mean that any Party to this Agreement will not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: acts of God, outbreak of hostilities, riot, civil disturbance, war, malicious damage, acts of terrorism, the act of any government or authority, compliance with law, governmental order, rule, regulation or direction, fire, explosion, flood, fog, storm, geographic or atmospheric conditions, or bad weather, power failure, failure of telecommunications lines or the Internet, failure or breakdown of plant, machinery or vehicles, default of supplier or sub-contractors, theft, malicious damage, strike, lock-out or industrial action of any kind.
- 14.2 Neither Party shall have any liability under, or be deemed to be in breach of, this Agreement for any delays or failures in that Party’s performance of this Agreement which result from Force Majeure. If those Force Majeure circumstances continue for a continuous period of more than 14 days either Party may terminate this Agreement by written notice to the other Party.

15. DISPUTE RESOLUTION

- 15.1 In the event of a dispute arising in connection with this Agreement, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute
- 15.2 To initiate the mediation, a Party must give notice in writing (the “**ADR Notice**”) to the other Party referring the dispute to mediation.
- 15.3 Unless otherwise agreed, the mediation will start not later than 28 calendar days after the date of the ADR Notice. The commencement of mediation will not prevent the Parties from commencing or continuing court proceedings.
- 15.4 Nothing in this clause will prevent a Party from seeking interim injunctive relief to prevent serious harm or damage.

16. MISCELLANEOUS

16.1 **Anti-Bribery and Corruption:** The Distributor shall:

- (a) comply with all applicable laws, statutes, codes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 (“**Relevant Requirements**”).
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- (c) comply with any anti-bribery and anti-corruption policy notified to it by StayPrivate at any time.
- (d) have and shall maintain in place throughout the Term its own policies and procedures (including adequate procedures under the Bribery Act 2010), to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- (e) promptly report to StayPrivate any request or demand for any undue financial or other advantage of any kind received by the Distributor in connection with the performance of this Agreement.
- (f) annually certify to StayPrivate in writing signed by an officer of the Distributor, compliance with this clause 16.1 (providing any supporting evidence requested by StayPrivate).

- (g) ensure that any person associated with it who is performing services under or in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Reseller in this clause 16.1. The Reseller shall be responsible for the observance and performance by such persons of these terms, and will be directly liable to StayPrivate for any breach of them.
- 16.2 Anti-Slavery:** In performing its obligations under this Agreement, the Reseller shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force.
 - (b) have and maintain at all times its own policies and procedures to ensure compliance.
 - (c) ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including the Modern Slavery Act 2015.
- 16.3 Conflict:** If there is an inconsistency between any provision in the main body of this Agreement and a Schedule, the main body prevails.
- 16.4 Variation:** No variation of this Agreement will be effective unless it is in writing and signed by each Party (or their respective authorised representatives).
- 16.5 Waiver:** No failure or delay by any Party to exercise a right or remedy provided in this Agreement or by law will constitute a waiver of that or any other right or remedy. It also won't prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 Severance:** If a term (or part of a term) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other terms will remain in force. If an invalid, unenforceable or illegal term would be valid, enforceable or legal if part of it were deleted, the term shall apply with whatever modification is necessary to give effect to the Parties' commercial intention.
- 16.7 Remedies:** Except as expressly provided in this Agreement, the rights and remedies it provides are in addition to, and not exclusive of, any rights or remedies provided by applicable law.
- 16.8 Entire Agreement:** This Agreement (and any documents referred to in it) constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to its subject matter. Each Party acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to this Agreement's subject matter, other than as expressly set out in it. Nothing in this clause 16.8 shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 16.9 Assignment:** The Distributor cannot, without StayPrivate's prior written consent, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of their rights or obligations under this Agreement. StayPrivate may at any time assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 16.10 No Partnership or Agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise any Party to act as agent for the other, and no Party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 16.11 Third party Rights:** This Agreement does not confer any rights on any person or Party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.12 Notice:** Any notice required under this Agreement shall be in writing and be delivered by hand or sent by pre-paid first-class post or recorded delivery post. The addresses for notices are set out at the top of this Agreement (unless a Party notifies the other of a change since the date of signature. Any change of address must be notified in writing). Deliveries by hand are deemed received when delivered (or if delivery isn't during business hours, at 9am on the next Working Day). Correctly addressed pre-paid first-class post or recorded delivery post is deemed received at the time at which it would have been delivered in the normal course of post.
- 16.13 Announcements:** Neither Party will make, or permit anyone else to make, any public announcement about this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, court or other authority of competent jurisdiction.
- 16.14 Governing law:** 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 and Wales. Each Party hereby irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 - TERRITORY

TERRITORY: Non Restricted

SCHEDULE 2 – REGISTRATION AND PAYMENT TERMS

RESELLER DISCOUNT : **50%**

1. The Reseller shall register all new Customers and Partners on the Dashboard.
2. Each Partner should provide its own logo for use next to “Powered by StayPrivate” in the email header.
3. The Reseller will be charged monthly for each Customer and/or Partner with a domain registered in the Dashboard.
4. The Reseller Price for each company will be based on the current List Price
5. The reseller will be billed monthly in advance for usage of the service. Usage will be calculated on the previous month’s usage for each company. The first month will be charged on a pro rate basis from the date at which the company first used the service and based on usage at the end of the first month. Excess usage will be charged on the previous month based on usage at the of the month.

SCHEDULE 3 – SUPPORT

1. StayPrivate and Zest4 will provide training, training materials and marketing materials to the Resellers employees and sales agents. Training will either be remote or face-to-face, at the discretion of Zest4 and StayPrivate.
2. StayPrivate will support all technical requests from Partners and/or Customers or their appointed agents in regards to configuring and using the StayPrivate Platform and Services. StayPrivate will reply to all emails within 1 Working Day, and will provide telephone support as required.
3. StayPrivate will support the users of the Platform and Services as described in the General Terms.
4. The Reseller will support its Customers on a day-to-day basis, including commercial support and billing.

SCHEDULE 4 – THE MARK

 **STAY PRIVATE** **STAY PRIVATE**

The terms of this Schedule 4 (including the marks set out within it) may be amended through notice from StayPrivate and Zest4 to the Reseller . StayPrivate may also issue brand usage guidelines from time to time, which the Distributor will comply with in accordance with its obligations under this Agreement, including clauses 2.10(b) and 2.15.