

Codestone Referral Club Terms and Conditions for Members

Introduction

- 1.1 As a registrant of the Codestone Referral Club ("Member") You want to submit Prospects to Codestone and in return Codestone will make available certain potential benefits to the Member subject to the following.
- 1.2 By registering Your company to the Codestone Referral Club You hereby confirm that You are authorised to act on behalf of the Member.
- 1.3 Subject to the Member's eligibility as set out in Section 2 – Eligibility below Codestone desires to allow the Member the non-exclusive and non-transferable prospect to facilitate for Codestone and Codestone's authorised Partners the introduction of contracts concerning the Products with third parties. Furthermore, any employee registered under the Member's Connect account may participate in the Referral Club. These employees shall not be considered a Member but may register Referrals on behalf of the Member.
- 1.4 A Member must prior to taking advantage of the status as a Referral Club Member fulfil and maintain during the term of its participation the requirements set out in detail in this Agreement.
- 1.5 Member expressly acknowledges and agrees that this Terms and Conditions shall constitute the entire Agreement between Member and Codestone with regard to the subject matter herein. References to a "Section" in this Terms and Conditions shall refer to the sections in this Terms and Conditions unless the context otherwise requires.

Section 1 - Definitions

- "Affiliates" means any company in which the Member or Codestone (as appropriate) owns or controls a majority of the voting rights at the general meetings of that company.
- "Agreement" shall mean this Codestone Referral Club Terms and Conditions for Members including all Exhibits hereto.
- "Codestone" shall mean Codestone Group Ltd and all Affiliates that form the Codestone Group and Codestone Communications Ltd.
- "Connect" shall mean Codestone's web portal as made available through its web site at www.codestone.net.
- "Customer Contracts" shall mean all agreements entered into between a Partner or Codestone and Prospects regarding the Products.
- "Customer" shall mean any Prospect which entered into a Customer Contract with Codestone or its Partner.
- "Foreign Official" shall mean employees and officers of government owned or controlled companies or enterprises, such as a state-owned oil company, and anyone acting on behalf of a government entity, such as a consultant or negotiator who is representing a state-owned national oil company.
- "Government Customer" or "Government Official" shall mean any officer or employee of a government or any department, agency, or instrumentality of the government or a public international organization, such as the Red Cross or World Bank. This includes any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality or organization.
- "Partner" shall mean any partner of Codestone who concluded with Codestone a Codestone Channel Agreement or an equivalent agreement.
- "Prospect" shall mean any company or business person which might have interest in entering into a Customer Contract in their own name and on their own account for the use of the products and services offered by Codestone which are not currently registered as an active opportunity in Codestone's systems.
- "Products" shall mean all products and services offered by Codestone.
- "Territory" shall mean the world.
- "Referral" shall mean the submission by Member of a Prospect to Codestone.

Section 2 - Eligibility

- 2.1 The following individuals or institutions are not eligible for participation in the Codestone Referral Club:
- Employees of Codestone
 - Foreign Officials
 - Government Officials/Government Customers
 - Companies, institution or individuals whose main business focuses on acquisition and sale of addresses for marketing purposes
 - Companies, institutions or individuals whose main business focuses on generating revenues by referring prospects and/or leads to vendors (incl. but not limited to Codestone) and which do not perform the duties under this Agreement on a secondary basis to their existing professional activities
 - Individuals who are not employees of a company that has successfully registered with Codestone as Member

Section 3 - Role of Member

- 3.1 Member is not authorised to negotiate or conclude contracts on behalf of Codestone or its Partners nor to otherwise represent or oblige Codestone or its Partners in legal transactions.

- 3.2 Member shall neither assert nor create the impression vis-à-vis third parties that it is entitled to transact business for Codestone or its Partners.

- 3.3 Member may not assign or transfer to a third party any rights and/or obligations under the Agreement without Codestone's prior written consent.

- 3.4 Member shall not obtain on Codestone's behalf or provide to Codestone any information which is not legally available in the applicable Territory, or which is procurement-sensitive, proprietary, or classified where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

- 3.5 Subject to the prior written consent of Codestone Member is entitled to delegate the performance of the Member's duties to suitably qualified Affiliates or to subcontractors. Under no circumstances shall the Member's sub-contractor or Affiliate be entitled to hold itself out to be a Member or any other partner of Codestone.

Section 4 - Further Obligations of the Member

- 4.1 Member shall inform Codestone immediately about any Prospect or Prospect opportunity which is likely to lead to the conclusion of a Customer Contract.

- 4.2 Member must ensure that Codestone is entitled to use any data or information about the Prospect provided by Member to a) realise the opportunity (either itself or through its Partners) and b) for its internal business or any marketing purposes, provided the confidentiality of the Member's and/or Prospect's trade secrets is maintained and c) to fulfil Codestone obligations under this Agreement. Use of such data or information may include but shall not be limited to any marketing efforts (email, phone, mail contact) required to pursue the opportunity. Member shall obtain the approval of the Prospect and employees of the Prospect and of its own employees in accordance with the applicable data protection law prior to Codestone's aforementioned usage of any data or information provided to Codestone. Furthermore, where the consent of a third party or an individual is required, Member shall ensure that such consent is given.

- 4.3 Member must ensure all of its employees who are registered to Member's Connect account agree to these Terms and Conditions.

- 4.4 Member acknowledges the rights of Codestone and its Affiliates in the trademarks, business names and corporate signs used by them. Member shall refrain from any acts which might damage the reputation of these marks of Codestone or its Affiliates. Member shall refrain from acts aimed at registering or having registered such marks – or marks sufficiently similar to the same so as to pose a risk of confusion with these – in its own name, nor shall it claim and postulate rights in such marks.

- 4.5 Member agrees that at all times it will comply with applicable laws, rules and regulations, including but not limited to international and local anti-bribery laws. Only payments that are allowable under applicable law, regulation or administrative requirement shall be due and payable by Codestone under this Agreement. Neither party will, directly or indirectly, make or offer bribes, kickbacks, or other payments of money or anything of value to anyone, including officials, employees, or representatives of any government, company, or public or international organization, or to any other third party, for the purpose of wrongfully obtaining or retaining business related in any way to Codestone Products. This includes giving money or anything of value to any third party where there is reason to believe it will be passed on to anyone involved in the business decision process for the purpose of influencing the decision. When dealing with others, including other Codestone business associates, Member will exercise reasonable due diligence to uncover and respond to potential warning signals that may indicate potential issues and will notify Codestone of such incidents.

- 4.6 Member shall not pay or tender directly or indirectly any commission or finder's or referral reward to any firm or person in connection with its activities for Codestone.

- 4.7 Member represents and warrants that neither Member nor any person or entity acting on Member's behalf has paid, offered or promised to pay, or authorized the payment of any monies or anything of value to any government official, government employee, political party official or candidate, or officer or employee of any public international organization or an immediate family member of such persons (such parties, Prohibited Parties) for the purpose of influencing any act or decision of such official or of the government in order to secure or retain business or favorable treatment on behalf of Codestone (such payments, Prohibited Payments). Furthermore, Member shall ensure that no such Prohibited Payments are paid, offered or promised, or authorized to Prohibited Parties in the future by Member or any person or entity acting on Member's behalf. Member represents and warrants that it has no financial or ownership interest in any Prospects and that Member will not personally gain from the conclusion of a Customer Contract other than as set forth in this Agreement.

4.8 Member guarantees that it has not been convicted of or pleaded guilty to an offence involving fraud, corruption or moral turpitude and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise ineligible for government procurement programs.

4.9 Member shall inform Codestone without delay if Member, after having been admitted to the Codestone Referral Club, does not any longer fulfil the eligibility criteria set out in Section 2 above.

Section 5 - Competition

During the term of the Agreement, Member shall not be prohibited from manufacturing, providing, selling or marketing products or services which compete directly or indirectly with products or services offered by Codestone.

Section 6 - Obligations of Codestone

6.1 Codestone shall make available to Member at no charge as appropriate and within a reasonable scope selected standard sales documents and product descriptions relating to the Software. Member shall not be entitled to use such documents and descriptions for any other purposes than referring leads to Codestone.

6.2 Codestone shall make accessible to Member at no charge as appropriate such selected technical and commercial information with reference to the Products including advertising and marketing material that is required for the fulfilment of the obligations of Member under the Agreement.

6.3 Codestone shall inform Member by electronic means about any change in status of opportunities registered by Member with Codestone. Furthermore Member shall be able to enquire at any time as to the status of any Referral registered by Member with Codestone via Connect.

6.4 Codestone shall make available to Member at no charge overview product training on any and all products in its portfolio to a maximum of 2 days per annum.

6.5 Codestone shall include a web link on the Codestone web site "Partners" area to the Members web site with a short description of the Member to be mutually agreed by Codestone and the Member.

6.6 Codestone shall provide a reasonable level of free help and advice to the Member in support of the Members obligations under this agreement. This help and advice is provided "as-is" and expressly without implied or explicit warranty of any kind or guaranteed service level of any kind.

6.7 Should Codestone choose to pursue any Referral provided to it by the Member under this agreement it will provide a prioritised response to this Referral.

Section 7 - Provision of Referrals

7.1 Member may submit Referrals to Codestone via the "Referrals" page within Connect. Information obtained by Codestone or provided to Codestone via any other method oral, written or otherwise will not be treated as Referral under this agreement.

7.2 Codestone will accept a Referral if (a) this agreement is in force at the time of making the Referral and reviewing by Codestone of the Referral and (b) the Member is eligible at the time of making the Referral and reviewing by Codestone of the Referral and (c) the Referral is submitted via the "Referrals" page in Connect with all mandatory information (d) all information is correct (e) Codestone has not had any active sales engagement with the organisation or individual named in the Referral in the last twelve (12) months.

7.3 In case of a rejection of a Referral, Member shall not be entitled to any reward in respect of that Referral. Codestone shall inform Member about acceptance or rejection of a Referral.

Section 8 - Referral Closing Reward

8.1 Member's may claim for the rewards under the conditions and at the amount set forth in this Agreement. If Member has entered into a Partner agreement with Codestone regarding re-sale of the Products, Member shall only receive the rewards set out in this Section 8 for Referral opportunities realised by Codestone or another Partner.

8.2 Payment of Closing Reward is always subject to a valid Codestone Referral Club Membership. Member shall not have any claim towards Codestone regarding Closing Reward for Referrals accepted or opportunities closed after termination of the Codestone Referral Club Membership by Member in accordance with Section 13.1. Member's claims remain unaffected in case Codestone terminates the Agreement in accordance with Section 13.1. In this case Member may still claim rewards towards Codestone for opportunities accepted and/or closed within 12 (twelve) months of acceptance. Referrals registered during a previous participation in the Referral Club or any similar

Club or Programme run by Codestone shall not be revived upon re-application/ reacceptance of Member in the Referral Club or any similar Club or Programme after termination as outlined above. Furthermore there will be no reward for opportunities that were not closed successfully within a 12 (twelve) months period of acceptance of such Referral by Codestone.

8.3 Subject to the collaboration duties of Member, a reward of 5% of revenue meaning the total sales price for all Eligible Items sold by Codestone in any and all Customer Contracts that are concluded as a direct result of the Member's Referral provided to Codestone within a twelve month period (12) from the date the Referral is made. An Eligible Item shall be defined as any item in which Codestone achieves at least 10% gross profit calculated as the difference between the sales price and the direct cost price as a proportion of the sales price.

8.4 Member shall, however, not receive a Closing Reward or reimburse a Closing Reward already received - Insofar as it has been determined that Customer does not pay for the Software although it has been delivered in accordance with the respective Customer Contract. - Insofar as it has been determined that Customer does not pay because the Customer Contract will not, partially not, or not in the manner agreed upon be performed due to reasons beyond the control of Codestone.

8.5 The Closing Reward is exclusive of the applicable statutory value-added tax and shall be the sole payment to Member by Codestone under this Agreement. Codestone shall not be obliged to reimburse Member for any expenses incurred in connection with Member's performance of its obligations under this Agreement. Codestone shall not be responsible for payment of any income or other tax in connection to Closing Reward paid to Member.

8.6 Within 14 days of Member becoming entitled to a Closing Reward Codestone shall issue a purchase order to Member in the amount of the Member's respective reward owed by Codestone. Such purchase order shall include Member's rewards owed by Codestone insofar as the Referral has been accepted by Codestone and Customers and/or Partner of Codestone have already paid the remuneration to Codestone.

8.7 Upon receipt of the purchase order Member shall invoice Codestone against that purchase order. Rewards shall be paid within 30 days of receipt of a valid invoice.

8.8 In the event Codestone has reason to believe that a breach of the Agreement above has occurred or may occur, Codestone may withhold further payments until such time as it has received confirmation to its satisfaction that no such breach has occurred or will occur. Codestone shall not be liable to the Member for any claims, losses or damages whatsoever related to its decision to withhold payments under this provision.

Section 9 - Limits of Liability

9.1 Except as referred to in clause 9.3 and subject to clause 9.2, the aggregate liability of Codestone in respect of all claims arising under or in connection with this Agreement or the legal relationship established by this Agreement (whether in contract, tort or otherwise) shall be limited so that it shall in no circumstance exceed any fees payable by the Member to Codestone under this Agreement.

9.2 Codestone shall not in any circumstance (other than those referred to in clause 9.3) be liable for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data or for any indirect, incidental, consequential or special loss or damage.

9.3 Nothing in this Agreement shall exclude or limit Codestone's liability for death or personal injury resulting from negligence or in relation to any claim based on fraud, criminal act or a breach of the obligations imposed by s.12, Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982.

9.4 The terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations concerning the supply, licensing, use, possession and maintenance of the Products which might but for this clause have effect between Codestone and the Customer or would otherwise be implied or incorporated into this Agreement or considered to take effect as a collateral contract, whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.

Section 10 - Audit

10.1 In the event Codestone has reason to believe that a breach of any provision of the Agreement has occurred or may occur, Codestone shall have the right to audit the activities and records of the Member or any of its Affiliates and/or sub-contractors in order to satisfy itself that no such breach has occurred. Upon the Member's written request, Codestone shall select an independent third party to conduct such audit. The Member shall, and shall cause its employees and Affiliates to, fully cooperate in any audit conducted by or on behalf of Codestone.

Section 11 - Changes to Terms

- 11.1 Codestone reserves the right to change this Agreement.
- 11.2 Any of the above changes shall become effective one month after explicit notice by Codestone to the Member.
- 11.3 If the justified interests of the Member are negatively affected by any of the above changes, the Member is entitled to terminate the Agreement with immediate effect within this one month period. If the Member does not terminate within the said period, the changes are deemed to be accepted by the Member.

Section 12 - Term

- 12.1 The Agreement enters into force on the day on which the registration with the Codestone Referral Club is completed and shall remain in force indefinitely until terminated in accordance with Section 13.
- 12.2 Upon termination of this Agreement, the Member must cease all activities in the context of the Agreement.

Section 13 - Termination

- 13.1 The Agreement may be terminated with immediate effect by either Party giving the other written notice at any time.
- 13.2 Either party may terminate this Agreement by giving written notice if:
- the other passes a resolution for winding-up (for a reason other than a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction making an order to that effect or the other party ceases or threatens to cease to carry on business or on the occurrence of any similar event in any jurisdiction; or
 - a party has breached material provisions of the Agreement; material provisions are without limitation the obligations under Sections 2, 3, 4, 14 and 16; or
 - a party fails to comply with a contractual obligation under the Agreement in any other way and, if any remedy or cessation of this violation of obligation is possible, does not refrain from such violation within 10 days after being requested to do so by the other party; or
 - the proprietors or shareholders of the Member's company change materially so that the business interests of Codestone are materially affected (for example, if a direct competitor of Codestone becomes a direct or indirect share-holder).

Section 14 - Confidentiality

- 14.1 Member may use the trade and business secrets it obtained knowledge of from Codestone only for the performance of the Agreement and must not make these accessible to third parties. Trade and business secrets comprise all information which Member obtained knowledge of in connection with the intended conclusion and performance of the Agreement and which has been marked as confidential or secret, or for which confidentiality or the need to keep secret is apparent from the circumstances or the content of the information. Member must return to Codestone or destroy all such information on termination of this Agreement.
- 14.2 Employees of Member who are obliged to know such trade and business secrets for the proper performance of the Agreement and where Member ensures that they have been informed of the confidentiality undertaking contained herein and who are obliged to adhere to such obligation shall not be deemed third parties within the meaning of Clause 14.1.
- 14.3 The confidentiality undertaking shall not apply if Member can furnish proof that the trade and business secrets concerned (a) were already known to it prior to obtaining these from Codestone, or (b) are or become generally known through no fault of Member, or (c) were disclosed to it by another person without the latter violating contractual or statutory obligations by obtaining or conveying such information, or (d) were independently developed by the Member, or (e) have to be disclosed under statutory regulations, or (f) have to be disclosed due to a court order or an obligation under administrative law, or (g) may be disclosed by the Member as a result of Codestone releasing it from its confidentiality undertaking.
- 14.4 The Member shall use all economically feasible efforts to keep confidential the documents and information made available to it by Codestone, and notably treats them with the same care as its own documents and information of similar importance.
- 14.5 The duties set out in clauses 14.1 to 14.4 shall continue to apply even after termination of the Agreement until the business and trade secrets become publicly known.
- 14.6 Clauses 14.1 to 14.5 shall apply analogously vis-à-vis Codestone for trade and business secrets of the Member/Prospect subject to the provisions laid down in the Agreement.

Section 15 - Data Protection

- 15.1 Both parties use information technology to store and process data concerning their business relationships. They must observe any applicable data protection laws including but not limited to national implementations of the EC Directive 95/46/EC.
- 15.2 Both parties are responsible for permitting the personal data to be processed and for protecting the rights of the data owner.

Section 16 - Transferability and Sub-contracting

- 16.1 Codestone is free to transfer the Agreement to any Affiliate of Codestone or of Codestone AG. Codestone shall notify such transfer or intention to transfer without undue delay. Upon such transfer being effective, Codestone shall no longer be party to the Agreement.
- 16.2 Codestone is free to use third parties as sub-contractors for fulfilling its obligations under the Agreement. Codestone shall continue to be liable for such obligations.
- 16.3 Member shall not be entitled to transfer the Agreement to any third party without Codestone's prior consent. Member shall also not be entitled to assign the Agreement in connection with a merger, acquisition or other combination involving Member.

Section 17 - Notices and Contacts

- 17.1 Notices are only effective if given in written form. Notices shall be sent to the contacts indicated by each party. Notices can also be sent by email - except in case of termination.
- 17.2 Any contact shall be an existing person currently working for Member with valid contact data and valid physical address and valid e-mail address.

Section 18 - Governing Law / Place of Jurisdiction

- 18.1 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Section 19 - Miscellaneous

- 19.1 The Agreement represents the entire provisions relating to the subject matter of the Agreement and replaces all previous provisions agreed between the Parties in respect of the subject matter of the Agreement. No oral side agreements have been made.
- 19.2 Except as set out in Section 11, any changes and amendments to the Agreement and any cancellation of the Agreement by Codestone require written form. This also applies to the cancellation of this written form requirement. Any changes and amendments can also be sent by email.
- 19.3 The Member must comply with all national and local laws and regulations which are applicable to activities pursuant to this Agreement.
- 19.4 If one or several provisions of the Agreement are or become invalid this shall not affect the validity and enforceability of the remaining provisions. The parties agree to replace an invalid or unenforceable provision by a valid and enforceable provision, which (from an economic point of view) comes closest to such provision.
- 19.4 A failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of that right or remedy. If an effective waiver of a breach of any of the terms of this Agreement is made, that waiver shall not constitute a waiver in respect of any other breach.
- 19.7 No delay, failure or default in the performance of any obligation under this Agreement shall constitute a breach of contract to the extent caused by circumstances beyond the reasonable control of the party whose performance is affected.
- 19.9 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.