##### AFFILIATE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this [insert date] day of [insert month] [insert year] by and between:

1. **Seavus AB** a company incorporated under the laws of Sweden, with its principal place of business at Rundelsgatan 16, 211 36, Malmö, Sweden, represented by Vasil Gocevski, Managing director (hereinafter**"SEAVUS"**),

and

1. **[COMPANY NAME]** a company incorporated under the laws of [Country], and registered address at [insert address], represented by [insert name], Managing director (hereinafter **"AFFILIATE"**)

WHEREAS:

1. SEAVUS is an integrator of software systems and provider of ICT services for clients including development, implementation, consultancy and support;
2. AFFILIATE wishes to have the right to market Seavus’ Services and
3. SEAVUS wishes to grant such rights to AFFILIATE on the terms set out in this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

1. **DEFINITIONS**

* **Affiliate Partner or Affiliate** – a person or entity which promotes and offers Seavus services to Customers and for which efforts based on the final agreement that Seavus concludes with the Customer, will be entitled to a reimbursement fee as agreed in an Affiliate Agreement
* **Affiliate Company** of SEAVUS means an entity that either directly or indirectly controls, or is under common control with, or is controlled by SEAVUS Group of companies.
* **Client** shall mean an entity that has purchased or has agreed to purchase SEAVUS’ Services, and which is not, in SEAVUS’ opinion, a competitor of SEAVUS, and which has not been registered as a Client by SEAVUS.
* **Contract** shall mean any contract and order as per such contract that SEAVUS may enter into with a Client pursuant to this Agreement.
* **Opportunity** shall mean a situation in which a prospective Client may be interested in purchasing or purchases Seavus’ Services as identified in a valid Opportunity Registration Form.
* **Opportunity Registration Form** shall mean the standardized form which is **Exhibit 1** to this Agreement.
* **Project** shall mean a project in which a Client has engaged Seavus to provide Services.
* **Qualified Prospect** – shall be the prospective Client of Seavus which: i)is not already a client of Seavus, in the time the Affiliate Partner has made contact, ii)is not already engaged by or was not engaged in the previous 12 months by Seavus directly or by any other affiliate of Seavus, iii) has the financial strength which would make the prospect a reasonable candidate for a Client
* **Services** shall mean any and all consulting, systems development, systems integration, systems maintenance and other professional services performed by any company, part of SEAVUS GROUP, as the case may be, for a Client as part of a Project or purchase and use of any Seavus product.
* **Seavus SPOC** shall mean the person within Seavus responsible for communication with the Affiliate on whether any additional support or information is needed from Seavus, regarding the Service provisioning for which the Affiliate is responsible, for each Opportunity or Qualified Prospect; Seavus can assign different SPOC persons for each Opportunity or Qualified Prospect, whereas for questions related with this Agreement contact person will be the one cited in Article 17.1.

1. **APPOINTMENT** 
   1. As a subject matter of this Agreement, SEAVUS hereby appoints the Affiliate, and Affiliate hereby accepts appointment, as a non-exclusive referral agent to refer Opportunities to SEAVUS, as further described in this Agreement.
   2. The Services shall be executed by [insert name] Any personnel he engages for provision of such Services shall not be deemed personnel of Seavus and [insert name] shall keep full responsibility for the provisions of this Agreement.
2. **TERRITORY**

3.1 The Territory shall be [insert territory], for which the Affiliate shall be obliged to market the SEAVUS’ Services to Clients.

1. **TERM**
   1. The Term of this Agreement will start on the date of signature by both Parties and shall continue for [insert duration] months thereafter (the Term).
   2. If not extended in writing between the Parties upon expiration of the Term, this Agreement shall be deemed expired.
2. **AFFILIATE RIGHTS AND OBLIGATIONS**

5.1 **Rights**

5.1.1 Affiliate has the right of a compensation and payment according to Article 8. Affiliate hereby acknowledges and agrees that the rights granted to the Affiliate hereunder are limited to the right to earn referral fees by referring Opportunities to SEAVUS in accordance with the terms of this Agreement. Affiliate further acknowledges and agrees that nothing in this Agreement shall limit or impair SEAVUS’ right to directly or indirectly market and sell the Services on a global basis, including within the Territory, or to appoint one or more additional entities or individuals to do the same.

5.1.2 The Affiliate has a right to Seavus SPOC dedicated for the needs and/or questions and/or clarifications regarding the functioning of certain systems and/or the overall cooperation between the Parties.

5.2 **Marketing and Trademarks**

5.2.1 Affiliate agrees to use reasonable commercial efforts to market the Services. For that purpose the Affiliate may use the Seavus word marks, trademarks, logos and/or slogans, solely to refer to Seavus’ Services in connection with his efforts to market the Services authorized under this Agreement.

5.2.2 Affiliate agrees not to use "Seavus," either the word mark, logos, trademarks and/or slogans (the "Seavus Trademarks") as any portion of the Affiliate’s trade name or trademark for its business, services or other products.

5.2.3 Affiliate and its employees, consultants, representatives, agents and affiliates are not authorized to make any warranty or representation, express or implied, on behalf of Seavus.

5.2.4 Affiliate and its employees, consultants, representatives, agents and affiliates are not authorized to sign on, promise, agree or dispose Seavus to any contractual obligation unless expressly approved by Seavus.

5.2.5 Affiliate shall be obliged to use Seavus marketing materials, otherwise for usage of any individually prepared marketing materials, Affiliate will need to obtain prior written consent by Seavus for their usage in providing its Services according to the terms and conditions in this Agreement.

5.3 **Cooperation**

* + 1. Every lead that the Affiliate considers to be an Opprtunity should be communicated to the Seavus SPOC and Opportunity Registration Form to be filled and set to Seavus SPOC via electronic correspondence.
    2. Seavus shall have the right to accept or reject any Opportunity Registration Form at its discretion and based on its current business policies and procedures, including, without limitation, Seavus’ current marketing activities and contacts with the Opportunity, any Opportunity Registration Forms submitted by another partner with regard to the Opportunity, and the status of the Client as an existing customer of Seavus.
    3. The Seavus SPOC in turn takes all the opportunities into consideration and decides on its acceptance or non-acceptance. If the decision is positive, then such Opportunity shall be considered a Qualified Prospect and the Affiliate procedes working on sucsuch Qualified Proespect until Seavus sign a respective Contract and the qualified Proespect becomes Seavus Client.
    4. When an Opportunity becomes a Qualified Prospect, the Seavus SPOC, if needed, connects the Affiliate with appropriate area sales and/or technology personnel of Seavus with whom the Affiliate will continue cooperating regarding such Qualified Prospect.
    5. The Seavus SPOC needs to inform the Affiliate about the final status of an Opportunity and Qualified Prospect, i.e. is the contract signed or not.
    6. Any activties should be synchronized with Seavus with regard to engagement, steps of progress, communication and introduction with any Qualified Prospect.
    7. Seavus retains the right to withdraw from negotiations with any Qualified Prospect on its sole discretion.
    8. Seavus shall be the only party entitled to negotiate or approve the final terms and conditions of a Contract with a Qualified Prospect, however the Affiliate may enter commercial negotiations on Seavus request.
    9. For the efforts the Affiliate has and depending on the Clients signed with Seavus based on such efforts, the Affiliate will be compensated according to Article 8 of this Agreement.
    10. The Affiliate shall be obliged to provide monthly reports via e-mail for the activities undertaken for each Opportunity or generating the same and status and follow up for its progress. This does not preclude ad-hoc updates and regular calls with Seavus personnel.

1. **SEAVUS OBLIGATIONS**

6.1Seavus is obliged to pay the compensation agreed in article 8 if the terms and conditions of this Agreement as fulfilled.

6.2 Seavus is obliged to make available informational documents and/or materials in electronic version for its Services and portfolio.

6.3 Seavus reserves the right to provide on its sole discretion an on-line training for the needs of the Affiliate in time scheduled by Seavus. To the extent Seavus considers necessary, Seavus shall provide such marketing and technical support training to Affiliate and shall cooperate with Affiliate in marketing and sales events within the authorized Territory.

6.4 Seavus shall provide Affiliate such marketing information to assist the Affiliate in the presentation of the Services, as Seavus considers necessary.

1. **ANTI-SPAM POLICY**
   1. Seavus strictly forbids the use of unsolicited commercial email (UCE) or SPAM campaigns. Seavus maintains Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate (Affiliate) or similar agent acting on the Affiliate's behalf. As such, Seavus reserves the right to terminate any violating Recipient’s account or any part thereof, without notice or compensation.
   2. Any Affiliate’s found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:
   3. The Affiliate’s access, if any, to Seavus systems will be closed immediately, without burden of notice or compensation.
   4. A 500.00 Euro administration fee will be incurred against the offending Affiliate.
   5. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.
   6. Seavus reserves the right to immediately and without notice terminate this Agreement
   7. The Recipient will be held accountable for any monetary damages suffered by Seavus, sustained through contravention of this Affiliate Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.
2. **REFERRAL AND OTHER FEES**

8.1. The Affiliate shall be entitled for its efforts with a reimbursement as prescribed in article 8.2.

8.2. Should Seavus enters into a signed Contract with a Qualified Prospect brought by Affiliate to Seavus and such Qualified Prospect becomes a Client to Seavus, Seavus shall make the following compensation to the Affiliate, according to the terms and conditions in this Article 8:

* + 1. 5% commission fee from the total gross value of the contract order Seavus has concluded with a respective Client in the first 6 (six) months of Contract duration with such Client.
    2. 3% commission fee from the total gross value of the contract order Seavus has concluded with a respective Client in the next 12 (twelve) months of Contract duration with such Client..
    3. The percentage rate in Article 8.2.2 shall have a declining rate of 1% per year in the subsequent years of such Contract duration with a respective Client
    4. In case the pricing in the Contract with a respective Client is discounted during the Contract duration, the Affiliate percentage rate expressed in Articles 8.2.1, 8.2.2 or 8.3.3. accordingly, shall be corrected as well, in order to fit such discount agreed between the Client and Seavus.
    5. This Article 8 shall apply regardless which Seavus company signs the prospective Contract with Client.
    6. In case any Contract with a Client is terminated from whatever reason, the obligation for a commission fee to be paid by Seavus to Affiliate shall cease as well
    7. In case this Agreement terminates according to Articles 4 and 11 herein, the Affiliate shall be entitled to a commission fee as per Article 8.2, for the Clients closed, for the next 3 (three) months after termination date becomes effective, unless such termination is not a consequence of Affiliates material breach of this Agreement, wilful misconduct or gross negligence.

8.3 All administration and operational costs, as well as any travel and accommodation cost, including any wages for personnel for provision of the Services, shall be borne by the Affiliate itself. However, any travel and accommodation costs incurred upon explicit SEAVUS request to travel, shall be borne by SEAVUS.

1. **PAYMENT AND TAX**

9.1 Payment shall be made monthly by Seavus to Affiliate, with respect to any fees payable under Article 9.2 of this Agreement, within ten (10) days upon SEAVUS receives the payment by its Client. Payment shall be accompanied by a report showing the name of the Client, the amount of the sale and, in reasonable detail, the basis for the calculation of the fees due to Affiliate.

9.3 All prices and amounts stipulated or incurred under this Agreement are in net value and exclude all taxes such as but not limited to VAT, sales tax, use or other taxes, duties and fees relating to the sale, purchase, transfer of ownership, delivery, installation, license or provision of any services under this Agreement and any such taxes shall be responsibility of each of the Parties respectively in their own countries. All invoices shall be in a form to allow Seavus to reclaim VAT where possible or applicable. The amounts are payable net of any withholding and any such withholding taxes imposed on any amounts due to Supplier’s under this Agreement. The Parties undertake obligation to use all efforts to support the other Party in reclaiming any such withholding taxes with delivery and submission of any required documentation or certificate by the respective authorities.

1. **NON-DISCLOSURE**

10.1. By virtue of this Agreement, Affiliate may be exposed to certain information concerning Seavus including but not limited to Price List, Services offered, Seavus portfolio, available personal and other information not generally known to the public (including the terms and conditions of this Agreement), all of which are the confidential and proprietary information of Seavus ("Confidential Information"). Affiliate agrees that during and after the term of this Agreement it will not disclose any Confidential Information without Seavus’ prior written consent to any third party and will take all necessary precautions, using in any event not less than a reasonable degree of care, to protect and keep confidential the Confidential Information.

10.2 A Non-Disclosure Agreement signed between the Affiliate and Seavus on [insert date] shall be enclosed to this Agreement and shall be deemed as integral part of this Agreement **(Exhibit 2).**

1. **TERMINATION**

11.1 Either party may terminate this Agreement with one (1) month prior written notice to the other party upon expiration of the initial Term.

11.2 Seavus reserves the right to terminate this Agreement without prior written notice in case of proven or unproven but indicated event of misrepresentation and/or misuse and/or breach of the usage of the Seavus Trademarks occurs.

11.3 Upon termination of this Agreement for any reason:

1. Seavus may at its option immediately close the Affiliates access to any Seavus system in case such access was granted to Affiliate at all
2. Affiliate shall immediately cease advertising, marketing, promoting, distributing and selling the Services on behalf of Seavus;
3. Affiliate shall immediately cease using all Seavus Trademarks pursuant to this Agreement;
4. Affiliate shall immediately return to Seavus all information, data and material (including marketing materials) pertaining to Services or destroy the same on Seavus request and present a written certificate of compliance with such request to Seavus.

11.4 Upon Agreement termination by the Affiliate, all Opportunities accepted by Seavus shall be deemed as Seavus Opportunities and Seavus shall have the right to engage in further contact with any Qualified Prospect without any liability towards the Affiliate.

11.5 In the event stipulated in the paragraph above the Affiliate hereby obliges not to oppose, interfere, sabotage or do any other malicious act towards Seavus, any Opportunity or Qualified Prospect and any Client of Seavus, with which Seavus is taking actions to establish cooperation or already cooperates. If any such event takes place the Affiliate shall be held responsible for any damages that Seavus may be exposed to.

1. **AFFILIATE'S INDEMNIFICATION**

12.1 Affiliate shall indemnify and hold harmless Seavus against any and all claims and expenses, including reasonable lawyer's fees, arising out of Affiliate's performance hereunder with regard to Affiliate's negligent acts, omissions or wilful misconduct.

1. **STAFF RECRUITMENT & NON-COMPETE**

13.1 Neither party shall, during the term of this Agreement and for a period of (2) two years after its termination, directly or indirectly solicit or make active efforts to recruit for hire as an employee, consultant or otherwise for same or similar services any of the other party's personnel without such other party's express written consent.

1. **LIMITATION OF LIABILITY**

14.1 IN NO EVENT SHALL SEAVUS OR ITS AFFILIATED COMPANIES BE LIABLE TO AFFILIATE OR ANY PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF GOOD WILL, COVER AND RELIANCE, INTERRUPTION OF BUSINESS OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE),

PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF SEAVUS, ITS AFFILIATES OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **ASSIGNMENT**

15.1 Affiliate shall have no right to assign or transfer this Agreement without the prior written consent of Seavus.

15.2 Seavus can assign this Agreement to any company part of Seavus Group of companies without Affiliate prior consent.

1. **RELATIONSHIP BETWEEN THE PARTIES**

16.1 Each of the parties is an independent contractor as to the other. Nothing contained herein shall be construed as creating any agency, partnership, franchise or other form of joint enterprise between the parties.

1. **NOTICES**

17.1 Any notice, request, demand, consent or other communication required or permitted hereunder must be given by email where appropriate or via registered or certified mail, during normal postal conditions, postage prepaid, written receipt requested, addressed to the party for which it is intended and addressed as follows:

**To Seavus:**

Seavus AB

Djäknegatan 2,

211 35 Malmo, Sweden

Attention: Vasil Gocevski, Managing Director

**To Affiliate:**

**-------------------**

Attention: ---------------------------

and provided, however, that any party may change its address for purposes of receipt of communications by giving written notice of the change to the other party in the manner prescribed above. Any notice so given is deemed to have been received on the fifth business day next following the mailing of the notice during normal postal conditions.

1. **GOVERNING LAW**

## 18.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.

## Any and all claims, controversies or disputes arising out of or relating to this Agreement, if not settled amicably, shall be finally settled exclusively in the respective courts in Malmö, Sweden.

1. **SEVERABILITY**

19.2 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.

1. **ENTIRE AGREEMENT**

20.1 This Agreement constitutes the entire agreement between Seavus and Affiliate regarding the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, and understandings of any nature whatsoever. This Agreement may be modified only in a writing executed by an authorized representative of the party to be charged. Any terms set forth on any purchase order or other document submitted to Seavus which are in conflict with or in addition to the terms of this Agreement shall be null and void.

1. **LANGUAGE**

21.1 The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in English.

**IN WITNESS WHEREOF the Parties have executed this Agreement and each copy shall be deemed an original. Any signed copy by authorized representatives in handwriting and communicated via electronic correspondence as a scanned copy shall be deemed an original and have legal force.**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of **SEAVUS AB** |  | Signed for and on behalf of **AFFILIATE** |
| Signature: |  | Signature: |
| Name: Vasil Gocevski |  | Name: |
| Title:Managing Director |  | Title: |
| Date: |  | Date: |

***Exhibit 1 – Opportunity Registration Form***

***Exhibit 2 – Non-Disclosure Agreement***

**EXHIBIT 1**

**OPPORTUNITY REGISTRATION FORM**

By signing below, you certify that the following company, first identified to Seavus by you, represents an Opportunity as prospective client for rendering Seavus services and/or products:

Company Name:       Division/Group:

Contact Name:       Title:

Fax:       Email:

Street:       City:

State/Province:       Zip Code:

Country:       Telephone:

Seavus Services and.or Products: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| *Brief description of relationship with the prospective client :* |

|  |
| --- |
| *Brief description of sales opportunity:* |

**Partner organization:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner authorized signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seavus**

This application is: \_\_\_ accepted \_\_\_ not accepted

Reason: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature Date