

## PARTNERSHIP NETWORK AGREEMENT – TERMS AND CONDITIONS

### 1. **STASHER Partner Program and use of Partner Content**

1. Partner understands and agrees that its participation in the STASHER Partnership Program is on an exclusive basis in the agreed markets.
2. The Partner shall only use the Partner Content for the purpose of establishing Links to the Partner Site and promoting the Partner Site.
3. The Partner shall only use the Stasher Content and the Links in a lawful manner and only in accordance with this Agreement. The Partner furthermore, agrees that neither The Partner nor any of its directors, officers, shareholders, members, employees, agents or representatives for whom The Partner maintains reasonable control, will corrupt, modify or disable the Links and/or Partner Content.

### 1. **Payment, reporting and Payment Terms**

1. From the Launch Date and subject to Partner acting in accordance with the terms of this Agreement, Stasher shall pay The Partner the Revenue Share for Qualifying Sales, calculated on a Net Revenue basis.
2. Stasher shall provide The Partner with a report by the seventh business day of each calendar month showing for the precedent calendar month the number of Qualifying Sales based on Tracking Code activity and the calculation for and amount of Revenue Share due to The Partner.

### 1. **Record keeping and audit**

1. Partner shall during the Term and for 12 months thereafter maintain records relating to the calculation of the Revenue Share ("Records").

### 1. **Intellectual Property and limited licence**

1. Subject to Stasher's full compliance with this Agreement, Stasher grants to The Partner a limited, revocable, non-exclusive, non-transferable, non-sub-licenseable, royalty-free licence during the Term, to use, reproduce and display the Partner Content and the Partner IPR solely for the purpose of fulfilling its obligations under this Agreement. If this Agreement terminates for any reason, The Partner's right to use the Partner IPR shall end immediately.
2. Each party reserves all rights, title and interest in its names, logos, trade and service marks, copyrights, patents, proprietary features, proprietary items and all

IPR except as expressly permitted under this Agreement. All goodwill in the Partner Marks arising from their use under this Agreement shall be owned by Partner.

#### **1. Indemnities**

1. Either party ("Notifying Party") shall notify the other party ("Indemnifying Party") in writing, as soon as is reasonably practicable, of any claim about which the Notifying Party may be entitled to claim under the indemnity. The Notifying Party shall not make any admission or any offer to settle any claims without prior written consent from the Indemnifying Party. The Indemnifying Party shall have control of any claim, including the right to settle any claim on terms as it considers appropriate in its sole discretion. The Notifying Party shall co-operate fully in the defence of any claim, including by providing any relevant information or documents.

#### **1. Limitation of Liability**

1. Nothing in this Agreement shall exclude or limit liability for fraud or for any other liability that cannot be excluded or limited by law.
2. Except as provided in Clause 11.3 below, the total liability of either party to the other for loss or damage under or in connection with this Agreement shall be the Revenue Share actually paid by Partner pursuant to this Agreement in the twelve months immediately preceding the incurring of such loss or damage.
3. Neither party shall be liable to the other under or in connection with this Agreement for any loss of business, contracts, profits, anticipated savings or data, or for damage to hardware and software, or for any indirect, special or consequential loss.

#### **1. Termination**

1. Either party may terminate this Agreement by notice in writing to the other party of at least the required Notice Period (two months), such notice not to expire before the end of the Initial Term.

#### **1. Governing Law**

1. This Agreement is governed by and shall be construed in accordance with English law and we and you each submit to the jurisdiction of the English courts.

