

## SERVICE AGREEMENT BETWEEN:

Anteco Systems SL / AnyTech365 with the registered office in, Edificio Los Pinos, Local 3, CN-340, KM – 189, 29604 Marbella, Malaga, Spain, represented by Miguel Angel Casales, as CFO,

Hereinafter "AnyTech365"

and

Avanquest Software SAS, a software company with a registered office at Immeuble Adamas, 2 rue Berthelot, 92400 Courbevoie, France, represented by Eric Gareau, as CEO,

Hereinafter "AVANQUEST"

### PREAMBLE

AnyTech365 is an independent IoT and Premium Tech Support (PTS) company specialized in internet-related security, help and support for private consumers and small businesses. AnyTech365 was founded by a team of internet and security software entrepreneurs with several highly successful companies on their CV. The cornerstone and focus are: retention, customer satisfaction, service & support, and with compliance as the foundation within all parts of the operation.

AVANQUEST develops and markets Business-to-Consumer Software products on the Internet, mainly throughout its websites and via online distributors.

AVANQUEST is interested in AnyTech365's expertise and also wishes to offer for sale to a pool of its consumers (**AVANQUEST's End-Customers**) certain support services.

AnyTech365 is willing to provide such Services (as defined herein) for the Parties' mutual benefit and in accordance with the terms and conditions defined hereafter.

**MC**

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. PURPOSE OF THE AGREEMENT**

AVANQUEST hereby appoints AnyTech365, and AnyTech365 hereby accepts such appointment as:

- **(1) Customer Service Provider**, offering for sale certain **Service Products** detailed in APPENDIX 2 to those of AVANQUEST's End-Customers that AVANQUEST would have determined at its sole discretion;
- **(2) Payment Provider** for the transactions made by AVANQUEST's End-Customers in relation to Service Products offered for sale by AnyTech365.

AVANQUEST and Anteco Systems SL (AnyTech365), hereinafter called 'the **Parties**' have agreed that AVANQUEST will generate IoT and Premium Tech Support (PTS) related calls from paying AVANQUEST customers as well as users of free versions of AVANQUEST software products to AnyTech365.

AVANQUEST will deliver and generate IoT and PTS-related calls into AnyTech365's call centers via AVANQUEST's preferred routes and activities. These are explained to AnyTech365 by AVANQUEST as various In-App promotions, welcome letters, direct email marketing, online marketing, and online advertising via various banners and online offers. It is solely AVANQUEST that creates and drives these advertising activities.

All activities have to be approved in writing by AnyTech365 and be in line with AnyTech365's Policy as well as the ethical rules described within this Agreement and the website [www.AnyTech365.com](http://www.AnyTech365.com).

AnyTech365's responsibility is to deliver free PC diagnostics and product support to AVANQUEST's End-Customers for free and paid versions of AVANQUEST products. Thereafter, and if a genuine demand/need, is identified, therefore AnyTech365 is entitled and allowed to offer/sell AnyTech365's help and support plans (the "**Services**") to the AVANQUEST's End-Customers and customers contacting AnyTech365.

These sales will be made via AnyTech365 website and shopping basket/platform. The customers will be customers of AnyTech365 as they have bought one of the AnyTech365 help and support plans.

AnyTech365 will clearly explain to AVANQUEST's End-Customer's that they are **an independent company that provides technical support services** and AVANQUEST is not responsible in any manner.

AnyTech365 is fully liable in relation to the provided Services to customers.

For financial commercial terms, see attached APPENDIX 1 to this contract.

**2. OBLIGATIONS OF THE PARTIES**

AVANQUEST will be solely responsible for delivering calls from AVANQUEST's End-Customers AVANQUEST who wish to make use of the AnyTech365 Services. These End-Customers SHALL be specifically targeted based on needs and requirements and offered the free optimization and clean-

up service of AnyTech365. It has to be clearly displayed at any time and in any promotion activity that the users are calling/contacting AnyTech365, an independent service provider to AVANQUEST and specialized company in PTS services.

AVANQUEST has BEEN granted ALL intellectual property rights to promote and advertise the AnyTech365 name/trademark and brand in all of its marketing processes under a free license. Furthermore, and to avoid any possible user confusions, it is encouraged that AVANQUEST make it as clear as absolutely possible to display the right connection between AVANQUEST and AnyTech365.

AVANQUEST hereby agrees to act within the law in any given country it advertises the AnyTech365 services within.

AVANQUEST hereby agrees to act within the guidelines given in this Agreement as well as the guidelines outlined in the AnyTech365 Policy as well as all other ethical rules on which AnyTech365 pride itself to work within. Ethical rules both outlined in this Agreement as on AnyTech365's official homepages, [www.AnyTech365.com](http://www.AnyTech365.com).

AVANQUEST is required to inform AnyTech365 on the planned forecasting of call flows as well as the specific placement of any promotions that will be utilized within its campaigns.

AVANQUEST agrees to keep AnyTech365 informed as to any changes or problems encountered with the AVANQUEST products, web traffic, or marketing campaigns that may cause a material change in the quantity of calls to AnyTech365.

AnyTech365 staff will work to our strict Policy rule set, offering the very best service to all users and customers of AVANQUEST.

AnyTech365 agrees to keep AVANQUEST informed as to any problems encountered with the Services, and any resolutions arrived at for those problems.

Both Parties agree not to use deceptive, misleading, illegal, or unethical practices in the marketing and promoting of the Services; and selling and delivery of Services to AVANQUEST's End-Customers.

Both Parties agree to comply with all applicable laws and regulations, including any applicable consumer privacy laws, in performing their duties under this Agreement. This also includes all rules, laws and regulations under the European GDPR.

### **3. FINANCIAL TERMS AND OFFSET**

AnyTech365 shall permit to AVANQUEST real-time access to sales information and reports on AnyTech365 systems (PowerBI) as further described in APPENDIX 1. Such daily sales reports shall include gross sales, chargebacks, refunds and other relevant KPIs.

Based on AnyTech365's sales report AVANQUEST shall issue a monthly invoice to AnyTech365 for the sale of the Service Products, within the preceding month (including taxes).

The monthly invoice shall be paid via bank transfer within 30 days net upon receipt.

#### **4. GENERAL TERMS AND TERMINATION**

This Agreement is entered into force for a fixed term **of 24 months commencing on November 1<sup>st</sup>, 2018**. Hereafter it will be automatically extended for another 12 months unless a 90 days' notice of termination is sent at any time by Either Party to the other by registered letter.

#### **5. TERMINATION FOR BREACH**

Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches this Agreement.

#### **6. EFFECT OF TERMINATION**

Upon termination or expiration of this Agreement for any reason, all rights and obligations of both Parties shall immediately terminate. Payments for sales before termination will still be due. The Parties expressly agree that the termination of the Agreement shall not give rise to any compensation.

#### **7. INTELLECTUAL PROPERTY**

"AnyTech365 Property" means (a) AnyTech365's Services, documentation, ideas, methods, methodologies (b) any tools, databases, software, advertisement, invention, development, methodology or innovation conceived, developed, or supplied by AnyTech365 and (c) any and all derivative works, enhancements or other modifications to any of the above. Subject only to the nature of and details of this Agreement, AnyTech365 shall be the sole owner of all intellectual property rights in and to the AnyTech365 Property.

Nothing in this Agreement grants to AnyTech365 any rights of AVANQUEST to any AVANQUEST product, service, or intellectual property right.

AnyTech365 is permitted to use AVANQUEST trademark and product names for marketing purposes and under the scope and duration of the Agreement.

AVANQUEST is granted a free license to use AnyTech365 company and product names for marketing purposes under the scope and duration of the Agreement.

#### **8. WARRANTIES**

AnyTech365 declares and warrants that the Agreement does not in any way or form whatsoever contravene any Agreement to which the AnyTech365 is a party.

AnyTech365, as a professional, warrants the perfect performance of the Services. In this regard, AnyTech365 warrants that the Services shall comply to all applicable laws.

AnyTech365 warrants that the performance of the Services shall not infringe any third party's intellectual property right, author right, trademark, trade secret, patent, inventor right, confidential information.

AnyTech365 shall defend and indemnify AVANQUEST against any third party's claim or any liability incurred by AVANQUEST, in relation with AnyTech365 and/or the Services, including any infringement to any third party's trade secrets, confidential information, intellectual property rights, etc.

## 9. LIABILITY AND INSURANCES

Within the limits acceptable under the applicable law, AnyTech365 shall defend and indemnify AVANQUEST against any and all claims, liabilities, proceedings, losses, damages, costs, charges and expenses (including legal costs and expenses) of whatsoever nature incurred or suffered by AVANQUEST whether direct, indirect or consequential (including but not limited to economic loss or other loss of profits, business or goodwill) due to the AnyTech365's or its affiliates' negligent acts, omission, misconduct in the performance of this Agreement, or any breach of any term of this Agreement.

AnyTech365 shall, at its own costs and expenses, take out and maintain the insurance policy necessary to provide protection in respect of any claim, suit, loss or damage arising (whether by reason of accident, default, negligence, fraud or otherwise) in connection with the Agreement.

AnyTech365 shall – upon request of AVANQUEST – furnish to AVANQUEST a copy of the corresponding insurance polic(y)/(ies) and the receipt for the payment of the latest premium.

## 10. MUTUAL WARRANTIES

Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that the persons signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement. In addition, each Party represents that during the term of this Agreement (clause 4) it has and will not undertake any commitments or obligations that would materially interfere with its ability to perform its obligations under this Agreement.

## 11. CONFIDENTIAL INFORMATION

"Confidential Information" means (a) any business or technical nonpublic information of AVANQUEST or AnyTech365, including but not limited to any information relating to either Party's services, prices, marketing plans, business opportunities, or personnel, (b) any other information of AVANQUEST or AnyTech365 that is specifically designated by the disclosing Party as confidential or proprietary, and (c) the terms and conditions of this Agreement. Confidential Information shall not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving Party, (ii) the receiving Party was demonstrably and rightfully in possession of prior to first receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party's Confidential Information, or (iv) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

Each Party shall maintain the Confidential Information of the other Party in strict confidence during the term of this Agreement and, except as otherwise provided in an addendum, for a period of three (3) years thereafter. Each Party shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Each Party shall use the Confidential

Information of the other Party only during the term of this Agreement and as expressly permitted herein, and shall disclose such Confidential Information only to its employees and independent contractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the above, the receiving Party may disclose Confidential Information of the disclosing Party pursuant to a valid order or requirement of a court or government agency, provided that the receiving Party first gives reasonable notice to the disclosing Party to enable them to contest such order or requirement. Any such disclosure by the receiving Party of the Confidential Information of the disclosing Party, shall, in no way, be deemed to change, affect, or diminish the confidential status of such Confidential Information.

AnyTech365 hereby designates the AnyTech365 Property as AnyTech365 Confidential Information. Whenever requested by a disclosing Party, a receiving Party shall immediately return to the disclosing Party all manifestations of the Confidential Information or, at the disclosing Party's option, shall destroy all such Confidential Information as the disclosing Party may designate. Each Party acknowledges that any breach of any of its obligations with respect to the other Party's Confidential Information may cause or threaten irreparable harm to such Party. Accordingly, each Party agrees that in such event each Party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

In addition, the parties acknowledge their awareness that securities laws applicable to AVANQUEST (and its affiliates) impose restrictions on trading in securities where such disclosing Party is the provider of Confidential Information. Under applicable securities laws, no person may legally buy, sell or otherwise trade in the securities (including options) if such person possesses material non-public information about the applicable securities. Generally, "material" information is that which would be expected to affect the investment decision of a reasonable investor or affect the market price of the securities. A person may be subject to substantial civil and criminal penalties for: (a) trading in such securities prior to public disclosure of the material information, (b) improperly disclosing such information to another person who may use that information to trade in such securities, or (c) making buy or sell recommendations to third parties based on such information. Further, a party may incur liability for such trading by its (or any of its affiliates') employees or representatives under this Agreement. As a consequence, each of the parties acknowledges that the existence of the Confidential Information regarding AVANQUEST (or its affiliates) having issued shares to the public may constitute material non-public information and that all interested parties should refrain from all trading in the securities of AVANQUEST or its affiliates based on Confidential Information unless it has been reasonably determined, including through the consultation of legal counsel, that the Confidential Information do not constitute material non-public information of a party (or its affiliates) having issued securities to the public.

## **12. DATA PRIVACY**

The Parties acknowledge that they are each a separate and independent controller of the personal data processed under the Agreement for the purpose of providing the applicable services. The Parties have entered into a Data Protection Agreement to govern their respective rights and obligations regarding personal data, as required by applicable laws.

### **13. LIMITATION OF LIABILITY**

Except for breaches of obligations, in no event shall AVANQUEST be liable for any indirect, special, punitive, or consequential damages of any kind or nature whatsoever, suffered by AnyTech365 the other party, including, without limitation, lost profits, business interruptions, loss of data, or other economic loss arising out of or related to this Agreement or any use of or failure to be able to use the service, services or data.

### **14. MISCELLANEOUS**

The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship between the Parties. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior proposals, agreements, or communications, written or oral, of the Parties with respect to the subject matter hereof. This Agreement may not be modified, altered, or amended, except by written instrument duly executed by both Parties. In the event there are conflicting terms in the body of this Agreement and any addenda, the terms in the body of this Agreement shall prevail unless otherwise agreed between the Parties. No failure or delay by either Party in exercising any right hereunder will operate as a waiver thereof. Any item or service furnished by AnyTech365 in furtherance of this Agreement, although not specifically identified in it, shall nevertheless be covered by this Agreement unless specifically covered by some other written Agreement executed by AVANQUEST and an authorized representative of AnyTech365. If AVANQUEST wishes to assign or otherwise transfer this Agreement to any other individual or entity, AVANQUEST must obtain AnyTech365 prior written consent, which consent shall not be unreasonably withheld or delayed, provided, however, AVANQUEST may assign this Agreement without prior written notice to AnyTech365 upon any change in control, a sale or transfer of all or substantially all of the assets of AVANQUEST to an affiliate controlling, controlled by or under common control of AVANQUEST, provided such assignee is not a direct competitor of AnyTech365. This Agreement will be binding on the Parties, their successors and permitted assigns.

If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect. All notices required under this Agreement shall be (a) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by a commercially established courier service, or ten (10) days after deposit in mail via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the Parties shall designate in writing from time to time. Each person executing this Agreement and any addenda on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement and the addenda. This Agreement and the addenda may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

### **15. CONTROLLING LAW**

These terms and conditions shall be governed, as against any claim or term instantiation ("claims"), by the laws of France. Each Party, to the extent permitted by applicable law, hereby irrevocably and unconditionally submits to the competent courts having jurisdiction over the matter.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the 1<sup>st</sup> of November 2018.

**ANTECO SYSTEMS SL /ANYTECH365**

By: ***Miguel Angel Casales***

(Authorized Signature)

Miguel Angel Casales

Printed Name

CFO

Title

**AVANQUEST SOFTWARE SAS**

By:



(Authorized Signature)

Eric Gareau

Printed Name

CEO

Title

**APPENDIX 1**  
**FEES / PAYMENT / REVENUE SHARE / AUDIT**

As outlined in this Agreement, AnyTech365 is allowed to promote and sell its PTS (Pay-to-support) plans to AVANQUEST software users and customers. AVANQUEST to receive 45% of total NET SALES to these AVANQUEST users and customers.

NET SALES shall be defined as GROSS SALES minus all VOIDS, VAT, REFUNDS, MERCHANT PROCESSING FEES (7%) and CHARGEBACKS.

Payments will be made via bank transfer upon receipt of a valid invoice payable monthly. AnyTech365 will provide daily reports of calls and sales activities as well as AVANQUEST will get access to the AnyTech365 real-time backend.

AnyTech365 shall permit to AVANQUEST real-time access to sales information and reports on AnyTech365 systems. Based on AnyTech365's sales as reported by AnyTech365, AVANQUEST shall bill AnyTech365 for the sale of the Service Products sold within the preceding month (including taxes).

The monthly invoice shall be paid via bank transfer within 30 days net upon receipt.

AnyTech365 will also provide general product support to users and customers of AVANQUEST products free of charge.

AnyTech365 shall permit AVANQUEST to have access, upon ten (10) days prior written notice, during normal business hours and without undue interruption to the business operations of AnyTech365 to the written records and books of account which relate solely to this Agreement for the purpose of determining whether the appropriate fees and commissions have been paid to AVANQUEST. Such audits may not be required more often than once every year; provided, however, that AVANQUEST may audit AnyTech365 within six (6) months of any audit in which a discrepancy of the amount audited of four percent (4%) or greater is discovered. If a discrepancy is discovered, the Party in whose favor the error was made will promptly pay the amount of the error to the other. If a discrepancy is discovered of four (4%) or greater in the amounts payable to AVANQUEST, then AnyTech365 will be required to pay the reasonable costs of the audit.

## APPENDIX 2

### DEFINITIONS

#### **1. CUSTOMER SERVICE PROVIDER**

AnyTech365, as a **customer service provider**, agrees to Service incoming inquiries from AVANQUEST End-Customers related to the use of AVANQUEST products.

#### **2. ANYTECH365 SERVICE PRODUCTS**

AnyTech365 service products refer to every support plan, subscription or router service described on the website. <https://AnyTech365.com/plans/>. Service products are mainly technical support plans that may vary in duration, features and price.

#### **3. AVANQUEST END CUSTOMER**

Avanquest end-customer is anyone who has effectively acquired by purchasing a product owned by the Company mentioned.

#### **4. INDEPENDENT COMPANY**

Independent company is an inherent characteristic of AnyTech365.

#### **5. ANYTECH365'S AFFILIATE**

Any subsidiary company officially attached to Anteco Systems SL

#### **6. ADDENDUM/ADDENDA**

Any document linked to the main Agreement hereby which is signed by both parties and has been agreed in order to correct, clarify, or supplement something.