

# NETCLUES!

Web Design and Marketing



## Netclues Agency Partner Agreement

Date: 1<sup>st</sup> February 2018

Netclues  
122/123 Micro Center  
George Town,  
Cayman Islands

Think Website! Call Netclues  
**345-936-2222**  
Cayman | Canada | India | Malaysia

# Agency Partner Agreement

This Agency Partner Agreement (“Agreement”), is made and entered into by and between Netclues, and Partner (each, as defined below). The Agreement shall become binding once the Parties execute this Agreement, and You complete and submit the Netclues Referral Partner Agreement Form (“Form”) to Netclues. Netclues and Partner are sometimes referred to as a “Party”, and together as the “Parties.”

As used in this Agreement, the following terms shall have the meanings set forth below:

<b>Netclues</b>	<b>Partner</b>
“Netclues Inc” George Town, Cayman Islands.	Mark Gangasingh Turks & Caicos Islands
<b>Netclues Notice Address</b>	<b>Partner Information</b>
122/123 Micro Center, Grand Cayman, Cayman Islands	“Partner Information” means the information provided by Partner in the Form.
<b>TERM: “Term” shall mean the “Initial Term” and all “Renewal Term(s)” thereafter (each, as defined in Section 4 of the Business Terms).</b>	

By signing below, Partner represents and warrants that it has read, understands and accepts this Agreement.

Partner Company: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

## **Agreement Terms**

### Overview (In English)

Netclues provides web design, software development, mobile app development, SharePoint services, IT services, hosting & domains, content writing and social media content services as an outsourced provider to marketing firms, ad agencies and SEO companies, “Agencies”. This allows Agencies to sell or generate a commission from our high quality, professional services.

We offer two types of partnership plans to Agencies: White-label and Referrals.

### White-label

For White-label projects, you'll act as the liaison between your client and our project manager(s). We have no direct contact with your client. All communication will go through you.

We offer special agency pricing for White-label projects allowing you to mark-up the price to your client as you see fit. This option is applicable once the partner is successfully enrolled in partnership for one year or more.

### Referrals

For Referral projects, you'll pass off the client to us and we'll interact directly with the client to complete the project.

Commissions will be paid on Referral project fees and monthly recurring revenue for 1 year from the date of becoming a Qualified Referral. This includes things like web maintenance, SEO, social media management, content writing, graphic design, etc., as defined in Exhibit A below. Web Hosting, Search Engine Marketing & Social Media Ads are excluded from referral fees. Recurring Referrals last for one year after which a new contract with the client must be secured. If the Partner (Mark) assists with the new contract, the new recurring referrals will begin for another year and so on.

In a nutshell, this Agreement grants you license to use our trademarks and tradename to market our services as long as you don't abuse the privilege by annoying people or sending spam.

You also need to follow the process for sending us a Qualified Referral (defined below) so we can track who sent the referral first, or identify if they're already a client of ours. We only pay commission on a referral if you were first to send them to us, and they're not already a client.

The decision to use White-label or Referral can be made on a project-by-project basis.

Now for the legalese...

The Parties agree as follows:

## 1. LICENSE.

- a. Subject to this Agreement and its terms, Netclues hereby grants to Partner a free, non-exclusive, non-transferable and revocable license (“License”) to market and distribute the Netclues Service to Referrals, and to use the Netclues trademarks, logos and URLs provided by Netclues, and associated materials, language or code for the sole purpose of promoting the Netclues Service (collectively, “Marketing Materials”).
- b. The license to use the Licensed Marks granted herein is subject to Netclues Trademark Usage Guidelines (“Guidelines”) incorporated here by reference, as updated from time to time by Netclues at its sole discretion. Netclues may revoke this license at any time by giving Partner a written notice (including via email).

## 2. PROGRAM COMMITMENTS.

- a. The Program. To participate in the Program, Partner must complete the application for participation in the Program Netclues may accept or reject any application at its sole discretion.

Legal Agreements. As part of its participation in the Program and in acting as Netclues Partner, Partner hereby agrees and consents to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules set by Netclues from time to time, in its reasonable discretion, in connection with Partner’s ongoing participation in the Program and promotion of the Netclues Service. In all its activities under this Agreement, and specifically such activities relating to Partner’s promotion of Netclues Service, Partner shall cooperate with Netclues and act in good faith. In entering this Agreement, Partner further recognizes and accepts the terms and rules set in Netclues Terms of Service (“Terms,” found at <https://www.Netclues.com/terms-of-service>) and Netclues Privacy Policy (“Privacy Policy,” found at <https://www.Netclues.com/privacy-policy>), as applicable to Netclues provision of the Netclues Service,

and particularly regarding Partner's adherence to the Privacy Policy in all matters involving privacy of Referrals' information.

- b. White-label Responsibilities: Partner agrees to act as liaison between Netclues and the Client for the duration of the project. Netclues will have minimal or no direct contact with the Partner's Client. Partner is responsible for paying Netclues for project work according to the Payment Terms as agreed to and specified in the Project Proposal. In the event of non-payment by Partner, Netclues reserves the right to contact the Client for payment of services rendered but not paid by Partner.
- c. Promotion, Referral Activities: Partner can engage in promotion of the Netclues Service in various marketing channels using the Licensed Marks and Marketing Materials, providing such activities are in compliance with the terms of this Agreement.
- d. Prohibited Activities: Partner agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Netclues sole discretion. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("Spamming") in promoting the Netclues Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
- e. Permissible Use of Netclues Marks.
  - i. Partner expressly agrees to comply with all the terms herein (particularly Section 5(c)) in using the Licensed Marks and in creating Marketing Materials.
  - ii. Through the Guidelines and otherwise, Netclues shall provide specifications and other instructions from time to time as to Partner's permissible use of the Licensed Marks in creating Marketing Materials and promoting the Netclues Service.

Partner further agrees to comply with all such specifications and instructions.

- iii. Partner shall ensure that all Licensed Marks appearing on its Marketing Materials are in a form approved by Netclues in the Guidelines or otherwise, shall not modify any Netclues Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Netclues, and shall further comply with reasonable instructions from Netclues as to the form, content and display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by Netclues, the license granted herein shall expire and Partner shall immediately cease all its activities under this Agreement.
- f. Liabilities. Partner shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of Partner's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Netclues Mark violates a third party's trademark rights, Netclues is not responsible for the development, operation or content of Partner's Marketing Materials and Partner agrees to defend, indemnify and hold Netclues harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of Partner's Marketing Materials.
- g. Customer Relations. During and after the Term, Netclues shall be the exclusive owner of all relations created via Partner among Netclues and Referrals with respect to the Netclues Service, including any and all information identifying Referrals who contract with Netclues for the use of the Netclues Service. The Terms, Privacy Policy, and Netclues rules and procedures for the Netclues Service will apply to these Referrals and may be changed by Netclues without prior notice to Partner, and Partner agrees to

convey to Referrals the nature of their relations with Netclues under the Terms.

### 3. QUALIFIED REFERRALS, COMMISSIONS.

- a. Commissions will NOT be paid on White-label Projects. Netclues will provide special agency pricing for these projects and Partner is responsible for determining the total Client price, collecting payment from the client, and paying Netclues in accordance with the payment terms agreed to in the Project Proposal.
- b. “Qualified Referrals” mean Referrals (i) referred by Partner to Netclues and who complete the sign-up procedure in accordance with the procedure described in Section 3(b) below; (ii) of whom Netclues has no record in connection with the Netclues Service, or who are not, at the time referred to Netclues by Partner, in any contractual relations or ongoing negotiations with Netclues in connection with the Netclues Service; (iii) who accept the Terms and purchase any Netclues Service, at the Referral’s own discretion and without receiving any monetary or other incentive from Partner; and (iv) who are not rejected by Netclues, and make at least one payment to receive an Netclues Service. All Referrals will be deemed rejected by Netclues if they do not become a Qualified Referral within ninety (90) days of first being submitted to Netclues by Partner. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the ninety (90) day time limit for a particular Referral.
- c. Referral Procedure. Each Referral shall be referred to Netclues by Partner through an online form provided by Netclues to Partner, which Partner shall fully complete and submit to Netclues (“Referral Form”). Upon receiving each Referral Form, Netclues shall send an email to and/or call the Referral, detailing the steps to be taken to receive an Netclues Service. Netclues shall be responsible for the sales process to all Referrals, subject to the Parties’ continued good-faith cooperation in promoting the sales process to the Referral.



d. Commissions.

- i. Responsibilities. Netclues shall collect all fees from Referrals for the Netclues Service directly from Referrals (“Fees”).
- ii. Referral Fees. Upon a Referral becoming a Qualified Referral, Netclues shall pay Partner referral fees in arrears for qualifying payments received during the calendar quarter at the applicable percentage of the fees listed on Exhibit A (“Referral Fee Percentage”)(excluding any discounts) payable by the Qualified Referral pursuant to their initial order under the Terms for the first year of the associated subscription (“Referral Fees”). Referral Fees will accrue and be payable for, at most, one (1) year from the date of becoming a Qualified Referral. Such Referral Fees shall become payable and be paid to Partner within sixty (60) days of the end of the calendar quarter in which Fees attributed to such Qualified Referrals are paid to Netclues.
- iii. Associated charges. Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and Partner shall indemnify, defend and hold Netclues harmless from and against any claims arising out or relating to all charges emanating from Netclues payment of Referral Fees.

#### 4. TERM AND TERMINATION.

- a. Initial Term. This Agreement shall become effective as of the Effective Date and shall continue for one (1) month thereafter (“Initial Term”), unless Netclues rejects Partner’s application to participate in the Program.
- b. Renewal Term. Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of one (1) year (each, “Renewal Term”), unless a Party gives

written notice of termination to the other Party at least thirty (30) days' prior to the end of the Initial Term or any Renewal Term.

- c. Early Termination.
  - i. Without Cause. Netclues shall have the right to terminate this Agreement at any time for any, or no, reason by giving ten (10) days prior written notice to Partner (email sufficing).
  - ii. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice (email sufficing) to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement, the terminating Party shall provide written notice of such material breach and thirty (30) days opportunity for the breaching Party to cure such breach.
- d. Effect of Termination. From and following the date of termination of this Agreement, Partner's rights under this Agreement shall terminate, and Partner shall not be entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

## 5. GENERAL.

- a. Modification of Agreement. Netclues may modify this Agreement from time-to-time at its reasonable discretion by posting a change on the Site or by notifying Partner via email. If Partner objects to any such change, Partner may terminate this Agreement for cause. Partner's continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.
- b. Assignment. Netclues may assign this Agreement at any time. Partner may not assign or transfer this Agreement without Netclues prior written consent, such consent not to be unreasonably withheld.

- c. **Intellectual Property Rights.** All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in Netclues Marks, the Netclues Service and related content and technology around the world (“Netclues IP Rights”) are, and will remain, the exclusive property of Netclues and its subsidiary companies. The License granted by Netclues to Partner under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. Partner’s right to use the Licensed Marks is at the discretion of Netclues and is subject to Partner’s compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Partner agrees to (a) not use any Netclues IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Netclues IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any Netclues IP Rights; (d) promptly notify Netclues of any unauthorized use of any Netclues IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other Netclues Marks in compliance with the Guidelines. Netclues may perform periodic reviews of any Marketing Materials presented by Partner, and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Partner.
- d. **No Waiver.** Either Party’s failure to enforce the other Party’s strict performance of any provision of this Agreement will not constitute a waiver of the first Party’s right to subsequently enforce such provision or any other provision of this Agreement.
- e. **Limited Warranty.** Both Parties warrant that at all times during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Terms, Privacy Policy and Guidelines. During the Term and after its termination for any reason

whatsoever, Partner will NOT do anything that might reasonably be expected to damage the business, interests or reputation of Netclues and will not make, publish or allow to be made or published any disparaging remarks concerning Netclues, its representatives, or the Netclues Service.

- f. Disclaimer of Warranty. Other than Netclues express warranty under the previous subsection (e), Netclues makes no other warranty, express or implied, of any kind and Netclues expressly disclaims any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this Agreement.
- g. Limitation of Liability. Neither Netclues nor any officer, employee, director or any other representative of Netclues shall be liable towards Partner or towards any third party, under or in connection with this Agreement or its termination, in contract, pre-contract, tort or otherwise for (i) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings) or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations. Notwithstanding any other circumstances or understandings surrounding any relations among the Parties, Netclues entire liability to Partner under this Agreement shall not exceed \$10 CAD for any and all claims for damages of any kind made by Partner under this Agreement, and by entering this Agreement Partner recognizes the limitations herein on Netclues liability.
- h. Independent Contractors. The Partner herein acts on their own behalf as an independent contractor. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and Partner is expressly precluded from acting on Netclues behalf. Partner's display of

Licensed Marks under this Agreement, other content presented by Partner, or contact among Partner and third parties shall not misrepresent the relations described herein.

- i. Indemnification. Partner will indemnify, defend and hold Netclues and its subsidiaries, affiliates, officers and employees (the “Netclues Indemnified Parties”) harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys’ fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Netclues Indemnified Parties arising from any of the following: (i) a breach of the Agreement by Partner; (ii) the negligence, gross negligence or willful misconduct of Partner or its employees, agents or contractors; or (iii) a failure by Partner or its employees, agents, contractors or invitees to comply with the laws and regulations referenced hereinbefore.
- j. Confidential Information and Prohibition on Raiding. Each of the Parties guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the Agreement shall remain confidential. Information shall in any event be considered confidential if related to pricing, discounts, Clients’ and Referrals’ information or if designated as confidential by either of the Parties. Neither Party shall for the duration of this Agreement and for one year after termination thereof hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.
- k. Force Majeure. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. “Force majeure” events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, as well as improper performance by Netclues suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for

more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.

- l. Entire Agreement; Severability. This Agreement represents the entire agreement among the Parties regarding the subject matter thereof and the Parties' respective obligations and commitments herein. No other documents, or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- m. Anti-Bribery and Export Compliance. Partner agrees not to promote, approach or submit Referrals, or use, distribute, transfer, provide, sub-license, share with, or otherwise offer the Service in violation of any Laws or this Agreement, including, without limitation, the Corruption of Foreign Public Officials Act (CFPOA), the United States Foreign Corrupt Practices Act, the UK Bribery Act and similar anti-corruption statutes in all jurisdictions.
- n. Non-Disparagement. During the Term and for five (5) years thereafter, Partner agrees that it will not disparage Netclues or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect Netclues reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about Netclues or any of its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in Netclues refusing to enter into this Agreement.

- o. Parties' Expenses. The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed-upon by the Parties in writing in advance
- p. Partner will agree to pay a fee of \$1500 for setup costs including Logo Design, Business Cards Designs, Email Signature Design. Social Media Setups, Website Design and Web Hosting for the first year. Partner will be responsible for CRM Costs, Mail Chimp or third-party software costs and email system costs.
- q. Counterparts; Notices. This Agreement may be signed in counterparts and such counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.
- r. Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the Cayman Islands without giving effect to any principles of conflicts of law. Jurisdiction shall lie exclusively in the Cayman Islands. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Ontario, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non convenient. Prior to initiating any legal action arising under or relating to this Agreement, a Party shall provide the other Party written notice of a dispute and the Parties shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.

## Exhibit A – Referral Fee Percentage

Netclues will pay the Partner **10%** of Qualifying Revenue paid to Netclues by the Referral.

### Qualifying Revenue – Included Services

Referral Fees will be paid on the following one-time and recurring Services:

1. Web Design
2. Mobile App Development
3. SharePoint Development
4. Software Development
5. Content Writing
6. Graphic Design
7. Social Media Setup & Management
8. Newsletter Setup & Management

### Non-qualifying Revenue – Excluded Services

1. Web Hosting
2. Search Engine Ads & Social Media Ads
3. All other pass-through expenses where Netclues collects money and pays 100% of it to a 3<sup>rd</sup>. party services provider (e.g. SSL Certificates, printing costs, software purchases, etc.)