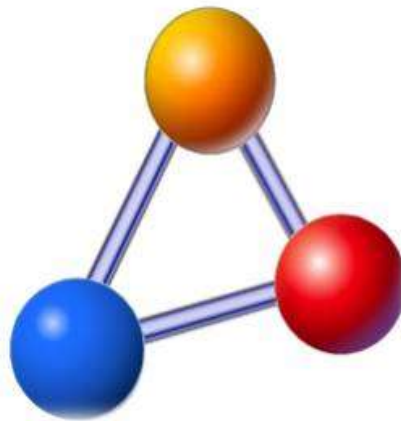


INTRODUCTION AGREEMENT

TEMPLATE LTD



London Month Year

This Introduction Agreement (hereinafter the “Agreement”) was entered on **Month the Date Year** between THE PARTIES.

Template Ltd, (TPL) a company whose registered office is at 17..... Street, London W1 1RS, UK, Company Registration number 123456 (**the “Distributor”**)

and

Name Ltd (IIL) UK company number 789123, represented by Mrs./Mr. **NAME**, a company whose registered office is at; Avenue, London England - (or as otherwise advised). (**the “Introducer”**)

WHEREAS:

- A** **DISTRIBUTOR** is a company designed to sell products suitable for mobile phone platforms on a Global base. The distributor will build a Product Portfolio suitable for the banking, financial, real estate and insurance industry.
- B** **INTRODUCER** understands the industries and has contacts in various countries, and wishes to introduce potential clients with a view to use the TPL Products.

1.0 INTERPRETATION

1.1 Definitions: In this Agreement, the following definitions apply:

Agreement: the agreement between Distributor and Introducer for the supply of introductions as set out in these terms and conditions as amended from time to time in accordance with clause 11.9.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Client: Any bank, insurance company, real estate broker or other financial institution using TPL products.

Commissions: the commission’s payable by the Distributor to the Introducer for the supply of the Introductions in accordance with clause 5.

Commencement Date: as at the date of signature of the Agreement.

Date of Operational Go Live: the date on which the client launches the system to customers of the bank which incurs a User or Transaction Fee to be paid.

Expert: a person appointed in accordance with clause 9 to resolve disputes arising in respect of the subject matter of clause 2 and 5.

Group: in relation to a company, that company, its subsidiaries, any company of which it is a subsidiary (its holding company), and any other subsidiaries of any such holding company; and each company in a group is a member of the group. Unless the context otherwise requires, the application of the definition of Group to any company at any time shall apply to the company as it is at that time.

Holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

Introductions: introductions of potential product buyers by the Introducer to the Distributor in respect of the **ABC**[®] system or other products in the TPL product portfolio.

Introduced Party: means a Party introduced by the Introducer to the Distributor in connection with the product(s) who has been accepted in accordance with clause 2.3.

License Fee Commission: as such term is defined in clause 5.

TPL: means **Template Ltd**, a company registered in the UK company no: 123456 whose registered office is atStreet, London, UK, and who holds the exclusive global distribution rights to the System.

TPL Register: means the central register maintained by TPL, registering the Introducer's exclusive interest in certain Introduced Parties.

Parties: means the parties to the Agreement, being the Introducer and the Distributor.

ABC[®]: is a product in the TPL product portfolio. The product has been invented by TPL. The system enables secure transactions on the mobile phone between banks, financial institutions and insurance companies. TPL has the exclusive global distribution rights as well as the IP rights.

Termination Date: means the date of termination of the Agreement, howsoever terminated.

User and Transaction Fee Commission: as such term is defined in clause 5.

- 1.2 **Construction.** In this Agreement, the following rules apply:
- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a party includes its successors or permitted assigns;
 - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2.0 SUPPLY OF INTRODUCTIONS AND ACCEPTANCE OF INTRODUCTIONS

The Introducer shall provide the Introductions to the Distributor on the basis of the Agreement set out herein.

- 2.1 The Introducer shall provide Introductions to the Distributor from the **Commencement Date**.

For the avoidance of doubt, the Parties hereby acknowledge that Introductions already provided to the Distributor by the Introducer and not already on the TPL Register, shall be governed by this Agreement.

- 2.2 All potential clients the Introducer wishes to present to the Distributor shall be presented in a separate form. This list shall appear as Attachment no. 1 to this agreement.
- 2.3 The Introducer shall keep track of all introductions in the TPL Potential Client Register.
- 2.4 Introductions that have been inactive for a period of X months will be removed from the Introducers list of Introductions. However if inactivity is the result of the Introducer not being accepted by the potential client or the Introducer is unable to reach an appointment within 6 months the Introduction will be removed from the list accordingly.
- 2.5 The Parties agree to follow the following procedure in respect of all Introductions:
- The Introducer shall forward any Introduction(s) to the Distributor by email to;



info@Template.com, or

.....
(or as otherwise advised)

in the agreed form setting out the name of institution, location, name and level of contact;

- 2.5.1 The Distributor will, within 5 Business Days of the receipt of any Introduction(s), confirm in its sole discretion by email to the Introducer, grahamrcook@hotmail.com, that it either accepts or declines those Introductions. If the Distributor does not respond to the Introducer within 5 Business Days of receipt of any Introduction(s), the Introducer shall assume that the Distributor has not accepted those Introduction(s). Positive confirmation of the introduction will be in the form of a confirmation that the proposed introduction has been included on the central TPL Potential Client Register;
- 2.5.2 If the Distributor declines an Introduction, the Introducer may, after a period of 18 months from the date the Distributor declines the Introduction, resubmit the relevant Introduction to the Distributor for consideration again by the Distributor; and
- 2.5.3 If at any time during the term of this Agreement and within 19 months from the cessation of this Agreement a customer introduced by Introducer to Distributor and the customer subsequently contracts for the ABC System, or any other product introduced, Distributor will pay the Introduction Fees described under this Agreement.

2.6 The Distributor acknowledges and accepts that the Introducer may contract with sub Introducers for the facilitation of Introductions.

Such sub-introducers will be subject to the written approval of the Distributor. Approval for such sub introducer will not be unreasonably withheld, however should a sub-introducer be rejected the Distributor will provide the reasons for such rejection.

If at any time and for any reason a rejected sub introducer becomes an introducer to TPL whether directly or indirectly, then all fees attributable to introductions made by such sub introducer will be deemed to have been introduced under this Agreement.

The Introducer will keep copies of all Agreements completed with sub introducers, and the Distributor will on request have access to view these Agreements. In certain cases the financial terms of these Agreements may be blacked out. Such sub-introducer Agreement(s) will be substantially in the form of this Agreement, and a standard template for which is attached in Exhibit A.

- 2.7 Introducer is responsible for sub Introducers signing an NDA on the exact same terms on which the Introducer has signed an NDA. A signed copy of the NDA shall be sent to the Distributor prior to submitting any documents except Product descriptions.
- 2.8 Introducer and sub Introducer are not under any circumstance allowed to produce documentation or material pertaining to describe the any of TPL products, ABC® System, or the Distributor unless approved by TPL.
- 2.9 Any disputes from this clause shall be resolved in accordance with the provisions of Clause 9 (Expert).

3.0 DISTRIBUTOR'S OBLIGATIONS

- 3.1. The Distributor shall:
 - 3.1.1 Reasonably co-operate with the Introducer in all matters relating to the provision of Introductions;
 - 3.1.2 cooperate with the Introducer in setting up meetings;
 - 3.1.3 make time available for participating in meetings and presentations organised by the introducer;
 - 3.1.4 together with the Introducer, follow up with requested information and binding offers;
 - 3.1.5 maintain a register of all Introductions made by Introducer, and confirmations from the central TPL register;
 - 3.1.6 on a monthly basis provide the Introducer with a report detailing the fees attributable to the Introducer for introduction(s) made. Such report shall contain
 - 3.1.6.1 details of the license fee payable under the license fee agreement relevant for calculating the License Fee Commission and
 - 3.1.6.2 details of the User and Transaction Fee Commission.
 - 3.1.7 provide the Introducer with such information and materials as the Introducer may reasonably require in order to supply the Introductions, and ensure that such information is accurate in all material respects.
- 3.2 If the Introducer's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Distributor or failure by the Distributor to perform any relevant obligation (**Distributor Default**):

- 3.2.1 the Introducer shall without limiting its other rights or remedies have the right to suspend the provision of Introductions until the Distributor remedies the Distributor Default, and to rely on the Distributor Default to relieve it from the performance of any of its obligations to the extent the Distributor Default prevents or delays the Introducer's performance of any of its obligations;
- 3.2.2 the Introducer shall not be liable for any costs or losses sustained or incurred by the Distributor arising directly or indirectly from the Introducer's failure or delay to perform any of its obligations as set out in this Agreement.

4.0 INTRODUCER'S OBLIGATIONS

- 4.1 During the term of this Agreement the Introducer will act diligently, with care and skill in the performance of its duties to provide qualified Introductions for the use of the TPL products.
- 4.2 The Introducer shall contact all Introduced Parties on a regular basis and shall follow up all queries and information requests promptly.
- 4.3 The Introducer shall provide the Distributor with a monthly report as to where the standing with each potential prospect entered into the list of prospect are with reference to names, time of contact and position as to any possible business.
- 4.3 The Introducer shall act in the best interests of TPL, or other subsidiaries of TPL it may represent at all times, and in good faith.
- 4.4 The Introducer shall not make any representations as to performance quality or capability of the TPL Products or as regards the Distributor or the Distributors suppliers other than representations which have been approved in writing in advance by the Distributor or do or say anything that could bring the Distributor or the Products into disrepute.
- 4.5 The Introducer has no authority to agree terms, bind or in act in any way for the Distributor on any terms or for any purpose.

5.0 COMMISSIONS AND PAYMENT

- 5.1 The Commissions for the provision of Introductions shall be as follows:
- 5.1.2 License or other One Time Fee Commission:
- where an Introduction results in the Introduced Party entering into a license agreement with TPL in connection with the ABC® System or any other product in the TPL Product Portfolio, the Distributor shall pay the Introducer a commission fee (“License Fee Commission”) of an amount calculated by multiplying the initial Licence Fee, or any subsequent licence fees (or how otherwise described) actually paid by the Introduced Party to TPL by 10%.
- 5.1.3 User and Transaction Fee Commission:
- where an Introduction results in the Introduced Party incurring user and transaction fees with TPL in connection with the ABC® System or any other product in the TPL Product Portfolio, the Distributor shall pay the Introducer a user and transaction fee charge (“User and Transaction Fee Commission”). The User and Transaction Fee Commission shall be in the first 5 years 10%, and 5% thereafter of the total amount received by TPL in cleared funds from the Introduced Party. Such commission shall commence from the Date of Operational Go Live and be paid for the life of the contractual relationship between TPL and Introduced Party.
- 5.1.4 Payment Terms:
- User and Transaction Fee Commissions are payable quarterly in arrears.
- 5.2 All amounts payable by the Distributor under the Agreement are paid exclusive of taxes, and the Distributor shall have no liability for any VAT charges payable by the Introducer. The Introducer will take full responsibility for the calculation and payment of all and any taxation due and owing by the Introducer for the services contemplated under this agreement and the Distributor shall have no liability for any taxes, similar charges, or payment to sub Introducers levied to the Introducer for services provided under this Agreement.
- 5.3 The Distributor’s obligation to pay Commission and fees under clause 5.1 above is expressly subject to receipt by the Distributor of commissions due to it from the Introduced Party.

- 5.4 The Distributor will pay Introducer all amounts due and owing within 8 business days of receipt of the relevant cleared funds being received from Introduced Party.
- 5.5 The Distributor may make withholding or deductions as required by law or as directed by any competent tax authority. Any disputes arising from this clause 5 shall be resolved in accordance with the provisions of clause 0 (Expert).

6.0 CONFIDENTIALITY

A Party (**Receiving Party**) shall keep in strict confidence all information, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 6 shall survive termination of the Agreement.

7.0 LIMITATION OF LIABILITY/INDEMNITY

- 7.1 Nothing in this Agreement shall limit or exclude either party's liability for:
- 7.1.1 Death or personal injury caused by it negligence, or the negligence of its employees, agents or subcontractors;
 - 7.1.2 fraud or fraudulent misrepresentation; or
 - 7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.2 Subject to clause 7.1:
- 7.2.1 Neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement including any losses that may result from a deliberate breach of the Agreement by either Party, its employees, agents or subcontractors;

- 7.2.2 Each Party's total liability to the other in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Agreement by either Party, its employees, agents or subcontractors shall not exceed £10,000; and
- 7.2.3 The Distributor shall indemnify, defend and hold harmless the Introducer and any sub Introducers contracted through the Introducer against all losses, costs, damages and expenses, including reasonable professional and expert fees, arising out of or connected with any claim made against the Introducer or sub Introducer by an Introduced Party whether in respect of the System, or otherwise (including, but not restricted to, damage to any property, or any other damage or loss, suffered by an Introduced Party, which is claimed to have resulted in whole or in part from the System, or any actual or alleged defect in the System, whether latent or patent, including any alleged failure in the System). Introducer shall notify Distributor of any relevant claims and Distributor shall be responsible for the defence of such claims, provided, however, that if Distributor fails to vigorously defend such claims as reasonably determined by the Introducer, the Introducer shall have the right, at its sole option, to assume the defence, and TPL shall remain obligated to indemnify the Introducer or sub Introducer thereunder. TPL shall not be authorised to settle or compromise any such claims without the prior written consent of the Introducer.
- 7.3 Except as set out in this Agreement, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 7.4 This clause 7 shall survive termination of the Agreement.

8.0 COMMENCEMENT, TERM AND TERMINATION

- 8.1 The Agreement shall become valid on execution and shall continue in full force for an initial period (the Initial Term) of 6 years. The Agreement shall automatically roll for subsequent rolling period(s) (Subsequent Term (s)) of 1 year and continue in full force, unless terminated in writing by either Party, giving not less than 6 months notice prior to the anniversary of either the Initial Term or any Subsequent Terms.
- 8.2 Without limiting its other rights or remedies, each Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- 8.2.1 the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;
 - 8.2.2 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 8.2.3 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 8.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 8.2.5 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 8.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
 - 8.2.7 a floating charge holder over the assets of that other Party has appointed an administrative receiver;
 - 8.2.8 a receiver is appointed over the assets of the other Party;
 - 8.2.9 any event occurs or proceeding is taken with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.2 to clause 8.2.8 (inclusive); or
 - 8.2.10 The other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 8.3 Without limiting its other rights or remedies, the Introducer shall have the right to suspend provision of Introductions under the Agreement or any other
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Agreement between the Distributor and the Introducer if the Distributor becomes subject to any of the events listed in clause 8.2.2 to clause 8.2.10, or the Introducer reasonably believes that the Distributor is about to become subject to any of them, or if the Distributor fails to pay any amount due under this Agreement on the due date for payment.

9.0 EXPERT

- 9.1 An Expert is a person appointed in accordance with this clause to resolve a matter arising under clauses 2 and 5.
- 9.2 The Parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of his appointment.
- 9.3 If the Parties are unable to agree on an Expert or the terms of his appointment within seven days of either Party serving details of a suggested expert on the other, either Party shall then be entitled to request the president for the time being of the Institute of Chartered Accountants in England and Wales to appoint an Expert with experience in the subject matter of the dispute and for the Institute of Chartered Accountants in England and Wales to agree with the Expert the terms of his appointment.
- 9.4 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.
- 9.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 9.5.1 either Party may apply to Institute of Chartered Accountants in England and Wales to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - 9.5.2 this clause applies in relation to the new Expert as if he were the first Expert appointed.
- 9.6 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
- 9.7 The Parties are entitled to make submissions to the Expert including oral submissions and shall provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

- 9.8 To the extent not provided for by this clause, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.
- 9.9 Each Party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other Party reasonably requires to make a submission under this clause.
- 9.10 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter in dispute and the Expert's written decision on the matters referred to him shall be final and binding on the Parties in the absence of manifest error or fraud.
- 9.11 Each Party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally or in such other proportions as the Expert shall direct, the onus of which should fall on the Party making a claim, where the claim is not upheld by the Expert.
- 9.12 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.

10.0 CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Agreement for any reason:
- 10.1.1 the Distributor shall immediately pay to the Introducer all of the Introducer's outstanding commissions such that they have been received as cleared funds in the Distributors bank account from the Introduced customer.
- 10.1.2 in respect of Introductions supplied as at the Termination Date , the Distributor shall comply with the provisions of clauses 3 and 5:
- 10.1.2.1 in the case of the initial License Fee Commission(s), for a period of 19 months following the Termination Date; and
- 10.1.2.2 in the case of any subsequent licence fee commission or User and Transaction Fee Commission as per clause 5.1 (b)

- 10.2 the accrued rights, remedies, obligations and liabilities of the Parties as at the Termination Date or expiry shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date or expiry; and
- 10.3 clauses which expressly or by implication have effect after the Termination Date shall continue in full force and effect.

11.0 GENERAL

11.1 Force majeure:

11.1.1 For the purposes of this Agreement, **Force Majeure Event** means an event beyond the reasonable control of either Party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the either Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of either Party or subcontractor.

11.1.2 The neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

11.2 Assignment and subcontracting:

11.2.1 Either Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) provided always that the Introducer shall be entitled to assign its rights to recover any debt owed to it by the Distributor under the terms of the Agreement to any third party or agent without the prior written consent of the Distributor.

11.2.2 Distributor will act in goodfaith to ensure that no actions are taken by Distributor or Systek that would in any way damage or diminish the rights or commercial benefits attributable to the Introducer as contemplated under this Agreement. The Distributor will notify Introducer of any change of control of TPL.

11.3 Notices:

- 11.3.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office, or sent by fax to the other Party's main fax number.
- 11.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- 11.3.3 This clause 11 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

11.4 Waiver:

- 11.4.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

11.5 Severance:

- 11.5.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 11.5.2 If any invalid, unenforceable, or illegal provision of the Agreement would be valid, enforceable, and legal if some part of it were deleted,



the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

- 11.6 No partnership: Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between either of the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 11.7 Non-reliance: The Distributor shall not place any reliance on any materials, presentations, emails or statements or purported representations in whatever form made by the Introducer to it at any time in connection with the provision of Introductions save as expressly agreed by the Parties.
- 11.8 Third parties: Unless expressly agreed by the Parties, a person who is not a party to the Agreement shall not have any rights under or in connection with it whether under the Agreements (Rights of Third Parties) Act 1999 or otherwise.
- 11.9 Variation: Any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by the Introducer.
- 11.10 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED under hand on the date at the beginning of this Agreement.

SIGNED for and on behalf of:

SIGNED for and on behalf of:

Template Ltd:

ABC Ltd:

Name
CEO

Name
CEO

Attachment A

List of eligible Prospects for **ABC Ltd** including but not limited to:

including group members and their operating partners in Country

a

b

c

etc

including group members and their operating partners in Country

a

b

c

etc