

PARTNER PROGRAMME

APPLICATION FORM



We wish to open a partnership account with Cloudview and detailed below is the requested background information. We confirm that we have read and accept the supporting Conditions of Business.

COMPANY INFORMATION

Company Name:		
Address:		
Postcode:		
Phone:	Website:	
Email (Invoice e-Billing):	How long has your company been trading:	
Email (Order Confirmation):	Current Turnover:	
Company Reg. No.	VAT Reg No.	
Primary Contact:	Email:	
Accounts Contact:	Email:	
Credit Required		
Monthly Credit Limit Required:	Currency:	£

BANK DETAILS

Bank Name:	Customer Name:
Bank Address:	Bank Account:
Sort Code:	Date:
Account No.:	Account Name:

INSTALLER PROGRAMME LEVELS

100 camera connections	250 camera connections	500 camera connections	1,000 camera connections
1 trained engineer	2 trained engineers	3 trained engineer	5 trained engineers

PARTNER PROGRAMME

APPLICATION FORM



APPOINT CONTROL CENTRE ADMIN USERS

Our online partner area, provides you with a product information, training, support and access to customer accounts. Logins will be set up automatically when your partner programme application is approved.

First Name:		Last Name:	
Job Title:			
Email:		Phone:	
Type of Member:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Choose one of the following options.	Full access	Accounts	Buyer
			Sales
			Marketing

First Name:		Last Name:	
Job Title:			
Email:		Phone:	
Type of Member:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Choose one of the following options.	Full access	Accounts	Buyer
			Sales
			Marketing

First Name:		Last Name:	
Job Title:			
Email:		Phone:	
Type of Member:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Choose one of the following options.	Full access	Accounts	Buyer
			Sales
			Marketing

DATA PROTECTION NOTICE

DECLARATION AND DATA PROTECTION NOTICE

I/We confirm that the information given in this Credit Account Application Form is in all respects true and accurate. I/We confirm that I/We have read and understood your terms and conditions of sale/business and I/We unconditionally accept that those terms and conditions shall be the only ones that apply to all sales contracts which I/we may conclude with you.

DATA PROTECTION ACT 1998 NOTICE

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act"). Where I/we provide you with personal data ("data"), I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your business as distributors of cabling and networking products and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee. I/we agree that you may use the data to contact me/us with details of other products and services. In order to ensure that you are kept up to date with relevant information, can you please tick one of the following categories, which best describes your company.

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply in these Partner Terms and Conditions (Terms):
Cloudview: means Cloudview (UK) Limited registered in England and Wales with company number 07099326.

Cloudview Group: means any subsidiary or holding company from time to time of Cloudview, and any subsidiary from time to time of a holding company of Cloudview.

Cloudview End User Terms and Conditions: means Cloudview's End User Terms and Conditions in force from time to time.

Contract: the contract between Cloudview and the Partner formed in accordance with these Terms.

Control: as defined in section 1124 of the Corporation Tax Act 2010.

Customers: any businesses, corporate organisations and governmental authorities, and expressly excludes consumers.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Intellectual Property Rights: means all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including, without limitation, copyright, database right, design right, patents, trademarks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.

Order: an order for the Products submitted by the Partner to Cloudview in accordance with the procedure specified from time to time by Cloudview.

Products: the Service Packs and the Visual Network Adaptors, together with any other products which Cloudview may permit the Partner by express notice in writing to market and sell under the Contract.

Partner: the person or company identified on the Partner Application Form.

Partner Application Form: the Partner application form appended to these Terms.

Service Pack: the service packs specified by Cloudview to the Partner.

Trade Marks: the trade marks (whether registered or unregistered) that Cloudview may permit, or procure permission for, the Partner by express notice in writing to use.
Visual Network Adaptor: the visual network adaptor equipment developed and manufactured by Cloudview.

Website: means Cloudview's website at www.cloudview.co or any other website notified by Cloudview to the Partner from time to time.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors or permitted assigns.

1.3 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.

2. BASIS OF CONTRACT

2.1 A Contract shall be formed between the parties when the Partner signs the Partner Application Form.

2.2 Under the Contract, Cloudview appoints the Partner as its non-exclusive Partner to promote and sell the Products, and the Partner agrees to act in that capacity. For the avoidance of doubt, Cloudview shall be permitted to supply the Products to Customers either directly or via other Partners or agents and all rights not specifically and expressly granted to the Partner under the Contract are reserved to Cloudview.

2.3 Cloudview may vary the Products, provided the changes do not adversely affect the quality of the Products or the ability of the Partner to promote, sell and market the Products in accordance with the Contract. Cloudview shall give the Partner 30 days' notice of any changes to the specification of the Products.

2.4 For the avoidance of doubt, the Partner's appointment under the Contract insofar as it relates to the Service Packs, only grants to the Partner a license to distribute the Service Packs and does not transfer any right, title or interest to any such Service Packs to the Partner or to Customers. Use of the terms "sell", "purchase" and "price" will be interpreted in accordance with this clause.

2.5 These Terms apply to the Contract to the exclusion of any other terms that the Partner seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. PARTNER'S UNDERTAKINGS

3.1 The Partner shall:

3.1.1 use its best endeavours to sell and market the Products to Customers;

3.1.2 employ a enough suitably qualified personnel to ensure the proper fulfilment of the Partner's obligations under the Contract;

3.1.3 provide any information relating to the performance of its obligations under the Contract that Cloudview may reasonably require from time to time;

3.1.4 keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the sale and/or renewal of the Products and allow Cloudview and/or its nominated representative on reasonable notice, access to such accounts and records for the purpose of inspection during the term of the Contract and for a period of six years following termination;

3.1.5 during the term of the Contract and for a period of at least 12 months after the termination of the Contract, provide to Customers a pre-and after-sale support service in respect of the Products, including, without limitation, the provision of necessary installation assistance and consultation on the use of the Products; timely responses to Customers' general questions concerning use of the Products; and assistance to Customers in the diagnosis and correction of problems encountered in using the Products;

3.1.6 act in accordance with sound commercial principles in its relations with Customers (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness);

3.1.7 be responsible for obtaining any necessary licenses or permits necessary for the promotion, marketing, sale, installation and use of the Products including, without limitation, any import licenses necessary for entry of the Visual Network Adaptors or their delivery to the Partner and the Partner's Customers;

3.1.8 ensure that all Customers of the Products are aware of and accept the Cloudview End User Terms and Conditions before making use of the Products;

3.1.9 not enter into any contracts with Customers who would be deemed to be consumers;

- 3.1.10 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 3.1.11 inform Cloudview immediately of any changes in ownership or Control of the Partner and of any change in its organisation or method of doing business which might affect the performance of the Partner's duties under the Contract.
- 3.2 The Partner shall not:
- 3.2.1 do anything which is substantially prejudicial to Cloudview's goodwill or commercial interests or engage in any conduct which in the opinion of Cloudview is prejudicial to business or the marketing of the Products generally;
- 3.2.2 without Cloudview's prior written consent, make any promises or guarantees about the Products beyond those contained in any promotional materials supplied by Cloudview or as set out on the Website;
- 3.2.3 represent itself as an agent of Cloudview for any purpose, nor pledge Cloudview's credit or give any condition or warranty or make any representation on Cloudview's behalf or commit Cloudview to any contracts;
- 3.2.4 sell the Products through a sales agent or to a sub-distributor or Partner without the express written permission of Cloudview; and
- 3.2.5 otherwise incur any liability on behalf of Cloudview howsoever arising.
- 3.3 The Partner shall indemnify Cloudview against any liability that Cloudview incurs which arises from any breach by the Partner of these Terms and any reasonable costs, claims, demands and expenses arising out of or in connection with that liability.
- #### 4. ORDERS
- 4.1 When the Partner has identified a Customer for the Products, it shall submit an Order to Cloudview. An Order will only be deemed to be valid upon acceptance of the order by Cloudview. Cloudview is under no obligation to accept any Order. Acceptance shall be interpreted to mean when Cloudview issues written acceptance of an Order or processes the Order.
- 4.2 Cloudview shall, on acceptance of an Order, use its reasonable endeavours to create an account for the Customer, configure and test the required number of Visual Network Adaptors, and dispatch the Visual Network Adaptors to the Partner within 96 hours of receipt of the Order. For the avoidance of doubt, time shall not be of the essence.
- 4.3 If the Partner fails to comply with any of its duties under the Contract with respect to the Customer, Cloudview may discharge those duties on behalf of the Partner whereupon the Partner shall immediately become liable to pay all reasonable costs and expenses incurred by Cloudview as a result.
- #### 5. PRICES AND PAYMENT
- 5.1 The prices to be paid by the Partner to Cloudview for the Products are to be Cloudview's Partner list prices as amended by Cloudview from time to time.
- 5.2 Cloudview shall give the Partner 28 days' notice in writing of any rises in the prices for the Products.
- 5.3 The Partner shall enter into contracts with Customers for the sale and/or renewal of the Products.
- 5.4 The Partner may at its sole discretion determine the price for the Products supplied to Customers. The Partner bears the sole risk and responsibility of collecting any fees from Customers in connection with any sale by Partner of the Products. In respect of each Product sold by Partner to Customers, the Partner will pay to Cloudview the price in respect of the Products in accordance with the provisions set out in this clause 5 irrespective of the Partner's ability to
- collect any fees from the purchasing Customer.
- 5.5 If the Partner is provided credit by Cloudview then, following completion of an Order in accordance with clause 4.2, Cloudview shall invoice the Partner for the price of the Products and the Partner shall pay the full amount invoiced to it by Cloudview in pounds sterling within 30 days of the date of invoice. Otherwise, Cloudview shall invoice the Partner, and the Partner shall pay the invoice, before dispatch in accordance with clause 4.2. In regards to payment of invoices by the Partner, time is of the essence.
- 5.6 Cloudview reserves the right to suspend a Customer's access to the Website should payment for the Customer's Products not be received.
- 5.7 The risk in the Products shall pass to the Partner on completion of delivery.
- 5.8 Title to the Products shall not pass to the Partner until Cloudview has received payment in full (in cash or cleared funds) for:
- 5.8.1 the Products; and
- 5.8.2 any other Products or services that Cloudview has supplied to the Partner [in respect of which payment has become due.
- 5.9 Until title to the Products has passed to the Partner, the Partner shall:
- 5.9.1 hold the Products on a fiduciary basis as Cloudview's bailee;
- 5.9.2 store the Products separately from all other Products held by the Partner so that they remain readily identifiable as Cloudview's property;
- 5.9.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- 5.9.4 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.9.5 notify Cloudview immediately if it becomes subject to any of the events listed in clause 9.2.3; and
- 5.9.6 give Cloudview such information relating to the Products as Cloudview may require from time to time, but the Partner may resell or use the Products in the ordinary course of its business.
- 5.10 If before title to the Products passes to the Partner the Partner becomes subject to any of the events listed in clause 9.2.3, or Cloudview reasonably believes that any such event is about to happen and notifies the Partner accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Cloudview may have, Cloudview may at any time require the Partner to deliver up the Products and, if the Partner fails to do so promptly, enter any premises of the Partner or of any third party where the Products are stored in order to recover them.
- 5.11 The Partner shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to Cloudview.
- 5.12 The Partner shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Products.
- 5.13 Interest shall be chargeable on any amounts overdue at the rate of 4% per annum above the base rate of the Bank of England as applying from time to time to run from the due date for payment until receipt by Cloudview of the full amount whether or not after judgment and without prejudice to any other right or remedy of Cloudview.
- 5.14 The Partner agrees that its entire compensation for the resale of the Products to Customers shall be the margin on each transaction, being the difference between the price paid by the Partner to Cloudview for the Products and the price charged to Customers for the Products.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Products and the Trade Marks and all Intellectual Property Rights therein, are, as between the Partner and Cloudview, the exclusive property of Cloudview. All rights in and to the Products and the Trade Marks not expressly granted to or vesting in the Partner under the Contract are reserved by Cloudview.
- 6.2 Cloudview hereby grants to the Partner the non-exclusive right to use the Trade Marks during the Term for the promotion, marketing and sale of the Products in accordance with these Terms.
- 6.3 The Partner shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity and shall not make any changes or amendments to the Trade marks.
- 6.4 Cloudview makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Products or the Trade Marks.

7. WARRANTIES

- 7.1 Each party represents, warrants and undertakes that it has full capacity and authority and all necessary consents to enter into and to perform the Contract.
- 7.2 Cloudview warrants to the Partner that the Visual Network Adaptors supplied by it under the Contract will operate substantially in accordance with, and perform, the material functions and features as set out in the published specification current at the time of delivery for a period of 12 months from the date they are dispatched to the Partner, subject to payment by the Partner of all outstanding sums due and payable to Cloudview.
- 7.3 In respect of the Visual Network Adaptors, the Partner agrees that its sole remedy in respect of non-conformance with the warranty under clause 7.2 is that Cloudview will (at Cloudview's option) either repair or replace the Visual Network Adaptor, or refund the price paid by the Partner.

7A DATA PROTECTION

- 7A.1 The Partner shall comply with all applicable requirements of the Data Protection Legislation in respect of the processing of any personal data in connection these Terms.
- 7A.2 The Partner shall indemnify Cloudview and the Cloudview Group for any costs, damages, expenses, losses, penalties, awards or fines suffered or incurred by Cloudview or the Cloudview Group arising out of or in connection with any breach of clause 7A.1 by the Partner,

8. LIMITATION OF LIABILITY

- 8.1 Except as expressly and specifically provided in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.2 Nothing in these Terms excludes the liability of Cloudview:
 - 8.2.1 for death or personal injury caused by Cloudview's negligence; or
 - 8.2.2 for fraud or fraudulent misrepresentation.
- 8.3 Subject to clause 8.2:
 - 8.3.1 Cloudview shall not in any circumstances be liable whether in tort (including for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits; loss of business; business interruption; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of use; loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 8.3.2 Cloudview's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the amount actually paid by the Partner to Cloudview under the Contract in the 12 months preceding the date on which the claim arose.

9. DURATION AND TERMINATION

- 9.1 The Contract shall come into effect on the date the Partner Application Form is signed by the Partner and shall continue in force unless terminated in accordance with these Terms.
- 9.2 Without limiting any other rights or remedies to which it may be entitled, either party may give notice in writing to the other terminating the Contract on 30 days' notice or immediately if:
 - 9.2.1 the other party commits a material breach of any term of the Contract and (if that breach is remediable) fails to remedy that breach within 30 days of that party being required in writing to do so; or
 - 9.2.2 the other party repeatedly breaches any of the terms of the Contract in a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - 9.2.3 an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party; or
 - 9.2.4 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.3 Without prejudice to any other rights or remedies to which Cloudview may be entitled, Cloudview may terminate the Contract immediately without liability to the Partner if there is a change of Control of the Partner.

10. EFFECTS OF TERMINATION

- 10.1 Termination of the Contract for any reason shall not affect any rights or liabilities accrued at the date of termination.
- 10.2 On termination of the Contract, the Partner shall return to Cloudview any stocks of the Visual Network Adaptors in its possession for which the Partner has not paid Cloudview.
- 10.3 The rights of any Customer will not be affected by such termination and Cloudview will use its reasonable endeavours to continue to service Customers' requirements. The Partner will, following termination, have no ongoing right to invoice Customers or receive any payment for Products and the Partner will ensure that Cloudview has all necessary contact information for such Customers to continue to service Customers' requirements.
- 10.4 All other rights and licenses of the Partner under the Contract shall terminate on the termination date.
- 10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect including (without limitation) clauses 3.1.5, 3.1.10, 5.6-5.10 (inclusive) 6, 7, 8, 10 and 13.
- 10.6 The termination of the Contract shall not of itself give rise to any liability on the part of Cloudview to pay any

compensation to the Partner for loss of profits or goodwill, to reimburse the Partner for any costs relating to or resulting from such termination, or for any other loss or damage.

11. CONFIDENTIALITY

- 11.1 A party (receiving party) shall keep in strict confidence all 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, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. FORCE MAJEURE

- 12.1 Neither party shall be liable in any manner for so long as and the extent to which any failure or delay in the performance of all or part of the Contract, directly or indirectly is owing to Acts of God, government orders or restrictions, war, threat of war, warlike conditions, hostilities, sanctions mobilization, blockage, embargo, detention, revolution, riot, looting, strike (except of the party's own workforce), lockout, plague or other epidemics, fire, flood or any other cause or circumstances beyond such parties' reasonable control ("Force Majeure Event").
- 12.2 A party claiming the benefit of this clause shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event notify the other party of the nature and extent of such Force Majeure Event and use all reasonable endeavours to remove any such causes, mitigate the effects of the Force Majeure Event and resume

13. GENERAL

- 13.1 Entire Agreement. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.
- 13.2 Amendments. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Cloudview.
- 13.3 Assignment and other dealings prohibited. The Partner shall not, without the prior written consent of Cloudview, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Cloudview may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.4 Waiver. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any

other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 13.5 Severance. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.6 Notices. All notices under these Terms shall be in writing, addressed to the recipient at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, fax or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by fax or e-mail, one working day after transmission. This clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.7 Third party rights. No person other than a party to the Contract or another member of the Cloudview Group shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.8 No partnership or agency. Except as expressly provided, nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorize a party to make or enter into any commitments for or on behalf of the other party.
- 13.9 Governing law and jurisdiction. The Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

14. NON-DISCLOSURE (CONFIDENTIALITY)

- 14.1 Where the "Parties" wish to disclose certain technical and/or commercial information to each other including any directors, officers, employees and consultants, in whatever form including, but not limited to, processes, strategies, data, know-how, trade secrets, designs, photographs, drawings, specifications, technical literature and other tangible and intangible information or material whether in oral, written (including copies), graphic or electromagnetic form on a confidential basis ("Information") in connection with selling product or potential Partner the following is agreed:
- 14.1.1 For Information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), the Receiving Party shall do the following for a period of 4 (four) years commencing on the Effective Date:
- keep in strict confidence and in safe custody any Information disclosed to the Receiving Party by the Disclosing Party by exercising the same duty of care used to maintain as confidential the Receiving Party's own Information and at a minimum a reasonable duty of care;
 - not use or exploit any Information other than for the Purpose;
 - not copy or reproduce any or all of the Information except as is reasonably necessary for the Purpose; and
 - not distribute, disclose or disseminate Information to anyone except persons as referenced in this Agreement who have a need to know such Information for the Purpose.

- Persons who have a need to know include persons who are employed by or are directors or consultants of: (i) the Receiving Party; (ii) the Receiving Party's ultimate parent company; or (iii) affiliates or subsidiaries that are under the control of the Receiving Party's ultimate parent company. The Receiving Party shall notify all such persons of the existence of this Agreement at the time the information is disclosed to them.
- 14.1.2 The Receiving Party's duty to maintain Information as confidential in accordance with the provision of this Agreement shall not apply to Information which the Receiving Party can show to the Disclosing Party's reasonable satisfaction:
- I. was known to the Receiving Party (without obligation to keep the same confidential) at the date of disclosure of the Information by the Disclosing Party;
 - II. is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Information;
 - III. in its entirety was at the time of its disclosure in the public knowledge or has become public knowledge during the term of the Agreement otherwise than by reason of the Receiving Party's neglect or breach of the restrictions set out in this or any other agreement; or
 - IV. is required to be disclosed by law, judicial action, the rules or regulations of a recognised stock exchange or listing authority, government department or agency or other regulatory authority, in which event the Receiving Party shall take all reasonable steps to consult and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure; and
 - V. is independently developed by the Receiving Party without access to any or all of the information.
- 14.1.3 It is acknowledged that damages would not be an adequate remedy for breach of these terms by the Receiving Party and the Disclosing Party is entitled to seek equitable relief for threatened or actual breach of them.
- 14.1.4 The Parties agree that in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party will be entitled to specific performance, injunctive relief or other equitable relief. Any such equitable remedy shall be in addition to and not in lieu of, other appropriate relief at law to which the Disclosing Party may be entitled.
- 14.1.5 This agreement shall expire on a date which is four (4) years from the Effective Date unless terminated earlier upon written agreement between the Parties and shall not be renewed or extended unless agreed in writing between the Parties.
- 14.1.6 On the earlier of either the date of expiration of the term of this Agreement, termination of this Agreement, or a written request of the Disclosing Party, the Receiving Party shall return or destroy (at the Receiving Party's option) any part of the Information that consists of original, and copies of, source material provided by it and still in the Receiving Party's possession and, if requested by the Disclosing Party, shall provide written confirmation to the Disclosing Party to that effect.
- 14.1.7 Neither Party warrants the accuracy or completeness of any Information and all implied warranties or representations to that effect are hereby excluded. 14.1.8 Nothing in this Agreement shall be construed as granting or conferring any rights in title to or licence in respect of any Information. All Information shall remain at all times the property of the Disclosing Party.
- 14.1.9 The disclosure of Information by the Disclosing Party will not create an obligation on either Party to enter into any further agreement or to proceed with any possible relationship or other transaction. Neither Party shall disclose the existence of this Agreement or issue any press releases relating to the Purpose to any third party without the other Party's consent.
- 14.1.10 Nothing contained in this Agreement shall be construed as creating a joint venture, power of attorney, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.
- 14.1.11 No delay or omission by any Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it. 14.1.12 Any Notice will be written in English and will be either delivered in person, or sent to the other Party by (a) post, (b) facsimile (electronically confirmed and followed up immediately by post), or (c) email (followed up immediately by post). A notice is considered given when it is delivered (which in the case of a facsimile or email shall be when the follow up copy by post is delivered). For the purposes of this Agreement, the address of each Party shall be as set out on the signature page of this agreement.
- 14.1.13 Save in respect of fraudulent misrepresentation by either Party, the Agreement constitutes the entire understanding between the Parties with regard to the disclosure of the Information relating to the Purpose. The Agreement supersedes all oral or written agreements, understandings and representations between the Parties (whether made prior to or at the same time as the Agreement).
- 14.1.14 Neither Party may assign or otherwise transfer this Agreement, or any of its rights and obligations hereunder, to any third party, except for purposes of sharing Information on a need to know basis as specified in this Agreement.
- 14.1.15 Each Party agrees that damages may not be an adequate remedy for any breach of this Agreement and each Party shall be entitled to seek remedies of injunction, specific performance and other equitable relief for any reasonably threatened or actual breach of this Agreement.
- 14.1.16 This agreement may be executed in any number of counterparts. Each counterpart together shall constitute one and the same instrument.

Cloudview (UK) Limited August 2019

SIGNATURE PAGE

We, the Partner, hereby agree to these Terms and Conditions of Sale of Cloudview UK Limited.

Signed below for and on behalf of the

Registered Number:

Registered Address:

.....

Signatory Name:

Signatory Position:

Signature:

Date:.....

We, Cloudview UK, hereby agree to these Terms and Conditions of Sale of Cloudview UK Limited, between us and the Partner.

Signed below for and on behalf of the **Cloudview UK Limited**

Registered Number **7099326**

Registered Address:

Pinewood, Crockford Lane, Chineham Business Park, Basingstoke, RG24 8AL

Signatory Name: Chris Saxby

Signatory Position: Head of Sales

Signature:

Date: