

REFERRAL PARTNER AGREEMENT

This Partner Agreement, consisting of this Cover Page and the attached Business Terms (collectively, this “Agreement”) is made and entered into by and between Flux and Partner (each, as defined below). The Agreement shall become binding once You complete and provide a signed copy to Flux. Flux 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:

Fluix:	Partner:
“Fluix” means Flux, Ltd.	“Partner” or “You” means the person or company
Fluix Headquarters and Notice Address:	Partner Information:
	Address: (including ZIP)
	Contact Name:
	Telephone:
	Email:

TERM: “Term” shall mean the “Initial Term” and all “Renewal Term(s)” thereafter (each, as defined in Section 4 of the Business Terms).

BUSINESS TERMS

Background

Fluix is a B2B workflow automation and document management Software-as-a-Service (SaaS) company. Simplifying even the most complex business processes, Flux helps digitally transform global companies through automation, collaboration and performance analysis of their day-to-day field-service operations for the construction, energy, facilities management, and transportation industries. Partner wishes to promote, market and advertise the Flux service to potential Flux customers (“Referrals”) through its website(s) and other marketing channels, in accordance with Flux’s Partner Program (“Program”) detailed in this Agreement.

Agreement

The Parties agree as follows:

1. LICENSE.

a. Subject to this Agreement and its terms, Flux hereby grants to Partner a free, non-exclusive, non transferable and revocable license (“License”) to market and distribute the Flux Products to Referrals, and to use the Flux trademarks, logos and URLs provided by Flux and associated

materials, language or code for the sole purpose of promoting the Flux Products (collectively, "Marketing Materials").

b. The license to use the Licensed Marks granted by Flux may be revoked by Flux at any time by giving Partner a written notice (including via email).

2. PROGRAM COMMITMENTS.

a. The Referral Program. To participate in the Program, Partner must enter this Agreement.

b. Legal Agreements. As part of its participation in the Program and in acting as Flux's Partner, Partner hereby agrees and consents to the terms of this Agreement and any other requests and rules set by Flux from time to time (including via email), in its reasonable discretion, in connection with Partner's ongoing participation and promotion of the Flux to Referrals. In all its activities under this Agreement, and specifically such activities relating to Partner's promotion of Flux, Partner shall cooperate with Flux and act in good faith. In entering this Agreement Partner further recognizes and accepts the terms and rules set in Flux Terms of Use ("Terms," found at <https://flux.io/terms-of-use/> and Flux Service Level Agreement ("SLA," found at <https://flux.io/sla/>), as applicable to Flux's provision of the Product to Referrals, and particularly regarding Partner's adherence to the Privacy Policy (found at <https://flux.io/privacy-policy>) in all matters involving privacy of Referrals' information.

c. Promotion, Referral Activities: Partner agrees to engage in continued, active promotion of the Flux in various marketing channels using the Licensed Marks and Marketing Materials and do so 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 Flux's sole discretion. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("Spamming") in promoting the Flux, 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 Flux 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. Flux 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 Flux. 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 the form approved by Flux, shall not modify any Flux Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Flux, and shall further comply with reasonable instructions from Flux as to the form, content and

display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by Flux, 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 Flux Mark violates a third party's trademark rights, Flux is not responsible for the development, operation or content of Partner's Marketing Materials and Partner agrees to defend, indemnify and hold Flux 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, Flux shall be the exclusive owner of all relations created via Partner among Flux and Referrals with respect to the Flux, including any and all information identifying Referrals who contract with Flux for the use of the Flux. The Terms, Privacy Policy, and Flux's rules and procedures for the Flux will apply to these Referrals and may be changed by Flux without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with Flux under the Terms.

3. QUALIFIED REFERRALS, COMMISSIONS.

a. "Qualified Referrals" mean Referrals (i) referred by Partner to Flux who complete the sign-up procedure in accordance with the procedure described in Section 3(b) below; (ii) of whom Flux has no record in connection with the Flux Products, or who are not, at the time referred to Flux by Partner, in any contractual relations or ongoing negotiations with Flux in connection with the Flux; (iii) who accept the Terms and acquire, at a Referral's own discretion and without receiving any monetary or other incentive from Partner, any of the existing Flux subscription plans and (iv) who are not rejected by Flux, and make at least one payment to receive the Flux service.

b. Referral Procedure. Each Referral shall be referred to Flux by Partner through an e-mail address info@flux.io. The message should contain at a minimum the first and last name of the contact, email address, phone number, referral's title and company name. Upon receiving such information from Partner, Flux shall send an email to the Referral's email address indicated in the Referral Message, detailing the steps to be taken towards registration to subscribe for Flux and becoming a Qualified Referral. Flux shall be responsible for the sales process to all Referrals, subject to the Parties' continued good-faith cooperation in promoting the sales process to Referral.

c. Commissions.

i. Responsibilities. Flux shall collect all fees from Referrals for the Flux directly from Referrals.

ii. Referral Fees. Upon a Referral becoming a Qualified Referral, Flux shall pay Partner 15% commission on all referrals' payments (excluding any discounts) payable by the Qualified Referral under the Terms for the first calendar year of using Flux Product ("Referral Fees"). Partner may request an additional discount for the Referral giving up a part of his Referral Fee. Such requests should be sent to info@flux.io together with the details as per Section 3b (Referral Procedure). All payments shall be sent through PayPal on a quarterly basis after a minimum of \$100 USD is due. If the minimum is not met in time for a given payment cycle, the balance will carry over to the next quarter. Payments less than \$100 USD will not be issued. Payments shall be sent within ten (10) business days from the beginning of the calendar month.

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 Flux harmless from and against any claims arising out of or relating to all charges emanating from Flux's payment of Referral Fees.

d. Sales/Commissions Reports. Flux shall provide Partner, via email, or through extranet login and password, a quarterly report summarizing the sales activities of Partner and its commissions for Qualified Referrals. Flux shall not reveal the names or other personal information about Referrals and Qualified Referrals.

4. TERM AND TERMINATION.

a. Initial Term. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter ("Initial Term"), unless Flux reject 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 twelve (12) months (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. Flux 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.

ii. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice 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.** Flux may modify this Agreement from time-to-time at its reasonable discretion 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.** Flux may assign this Agreement at any time. Partner may not assign or transfer this Agreement without Flux's 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 Flux and related content and technology around the world ("Flux IP Rights") are and will remain the exclusive property of Flux and its subsidiary companies. The License granted by Flux 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 Flux and is subject to Partner's compliance with the terms of this Agreement, and with all applicable laws and regulations. Partner agrees to (a) not use any Flux IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Flux 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 Flux IP Rights; (d) promptly notify Flux of any unauthorized use of any Flux IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other Flux Marks. Flux 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 and Privacy Policy. During the Term and after its termination for any reason whatsoever, Partner expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of Flux and will not make, publish or allow to be made or published any disparaging remarks concerning Flux or its representatives.

f. **Disclaimer of Warranty.** Other than Flux's express warranty under the previous subsection (e), Flux makes no other warranties, express or implied, of any kind and Flux 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 Flux nor any officer, employee, director or any other representative of Flux 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, Flux's entire liability to Partner under this Agreement shall not exceed \$100 U.S. 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 Flux's liability.

h. Independent Contractors. The Parties herein act 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 Flux's 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 Flux and its subsidiaries, affiliates, officers and employees (the "Flux 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 Flux 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, 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 Flux's 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. 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.

n. Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by and construed in all respects in accordance with the laws of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any Claim or matter arising out of or in relation to this Agreement. 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.

Date and signatures

o/b Fluix Ltd.. Signature: _____ Date: _____	o/b _____ _____ Signature: _____ Date: _____
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