



Sales Agent Agreement

Between SustainOnline AG, (company reg no: CHE-115-231.129) a company duly registered and subsisting under the laws of Switzerland and with registered address at Mythenstrasse 58, 8400 Winterthur, Switzerland ("SOAG")

and

[Sales Agent, company reg no: _____]

address and country: _____

(the "Agent") has the following agreement been reached (the "Agreement").

Background

SOAG provides a unique web-based training and tool platform for sustainability (SustainOnline).

The Agent is active within the following location(s) country / countries (xxxxxxxxxxxxxxxxxxxxxxxxxx).

The parties have now found it appropriate to sign the following non-exclusive agreement to clarify and specify the reciprocal rights and obligations of the parties.

1. Definitions

- 1.1 The SustainOnline platform in the Agreement includes the platform, content, design, web training, tools that SOAG develops, reporting and insights and other functionalities SOAG will include in the platform.
- 1.2 Territory means [name the country / countries/states] ("Territory"). Agent may sell SustainOnline to companies headquartered in the Agent's territory and its subsidiaries located in other countries/locations.
- 1.3 SOAG and the Agent are independent traders. The Commercial Agency Act (1991:351) does not apply since the Agreement does not cover an article.

2. Tenure

- 2.1 SOAG hereby grants this Agreement to the Agent a non-exclusive Right to sell licenses to SustainOnline platform to the Customers in the Territory.
- 2.2 The Agent is entitled to set up and organize its own agent network, with the right to sell the SustainOnline platform, in the Territory. SOAG shall be notified by Agent by e-mail, of detailed identification data (name, address, website) about the potential sub-agent. SOAG shall notify its approval, by return e-mail to the Agent. Default of return e-mail within one business week shall be considered as SOAG approval.



3. Agent's obligations

- 3.1 The Agent will actively promote the sales of the SustainOnline platform.
- 3.2 The Agent should use SOAG's sales material or sales material adapted to the Territory in Agreement with SOAG.
- 3.3 The Agent sell the licenses, in a written agreement, to its customers for a minimum period of 12 months. The agreement is automatically renewed for a one (1) year term unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current term.
- 3.4 The Agent may not purchase similar products with the same function as SustainOnline platform, from a supplier other than SOAG.
- 3.5 The Agent signs an agreement with the Customers regarding the license of SustainOnline platform (the "License Agreement") and receives all remuneration (100%) from Customers ("Customer cash payments"). Remuneration shall be paid in advance. Complete remuneration for Customers with over 10,000 licenses may negotiate payment terms for quarterly or monthly payments, terms of which must be agreed to by SO AG before the agreement may be completed.

4. Commission

- 4.1 The Agent manages the administration, delivery, and support of its customers, the Agent pays SOAG 70% of 1 Euro per user per month.
- 4.2 The Agent shall follow the global pricing strategy from SOAG in order to reach a high number of users / subscribers as soon as possible. The strategic pricing will be 1 Euro per user per month.
- 4.3 The Agent should charge the Customer for 12 months license fee in advance.
- 4.4 SOAG shall deliver an invoice of all amounts payable to SOAG under this Agreement to the Agent within five (5) business days after SOAG's receipt of the Agent's report of the acquired customer.
- 4.5 The Agent's customer gets access to the number of licenses to the platform they've signed up for when SOAG has received payment from the Agent.
- 4.6 Bank transfer fee shall be borne by Agent and bank receiving fee shall be borne by SOAG.



5. SOAG's obligations

- 5.1 SOAG commits to deliver SustainOnline to Agent's customers as agreed under point 4.
- 5.2 SOAG should demonstrate, educate about the SustainOnline and continually provide support for the use of the SustainOnline platform.
- 5.3 SOAG shall notify the Agent of periodic update regarding software and/or hardware that is provided by SOAG
- 5.4 SOAG shall warrant that SustainOnline is available at least 98.7% of the rate of availability as below, or service credits will be issued. Credits are issued as a financial reimbursement if SOAG does not meet the requirements for a particular month of the ordered term. Upon approval of claims, we will provide the applicable remedy set forth below:

Monthly Uptime Percentage Service Credit

Less than 99.5% but \geq 99.2%	5% of the monthly fee
Less than 99.2% but \geq 99.0%	10% of the monthly fee
Less than 99.0% but \geq 98.7%	15% of the monthly fee
Less than 98.7%	20% of the monthly fee

- 5.5 SOAG provides the SustainOnline in accordance with technical specification, Appendix 1.

6. Sales & Order Process

- 6.1 The Agent provides the Customer with, sales material and demo license to SustainOnline, in order for the Agent and Agent's customer to be able to evaluate SustainOnline.
- 6.2 The Agent sends SOAG a written order that should contain following information:
- Start date of the customer license
 - Number of users (licenses)
 - Language versions required of the languages SOAG offers at that time
 - Selling price
 - The customer's other requests
 - Where the responsibility for delivery and support to the Customer should lie.
- 6.3 The Agent shall, at the end of each six (6)-month-period (reporting period), provide SOAG a written report on the market's reactions towards SustainOnline.
- 6.4 A quarterly forecast for sales will be reported from the Agent, as a basis for SOAG's planning.
- 6.5 SOAG shall continuously inform about product development, delivery opportunities and applicable pricelist regarding SustainOnline.
- 6.6 The Agent may not receive user-specific data or any content which would violate the General Data Protection Regulation (GDPR), as identified by the European Union. SOAG operates under strict guidance of GDPR and only information deemed necessary for accounting and overall operational reasons may be released.



7. Trademarks and other intellectual property rights

- 7.1 SOAG represents and warrants to the Agent that the SO does not infringe any intellectual property rights of any third party.
- 7.2 The Agent shall, when selling SustainOnline, use the SO and/or SustainOnline trademarks. The obligation to use the SustainOnline and/or SustainOnline trademarks is limited to this Agreement. The Agent shall not use any other trade mark together with SOAG's Brand without expressed permission. To review the SustainOnline branding guide, visit <https://www.sustainonline.com/partner/brand>
- 7.3 The Agent acquires no intellectual property rights of SustainOnline and / or SO. All intellectual property rights of SustainOnline and / or SO remain with SOAG.
- 7.4 The Agent may require SOAG to improve, localize SustainOnline, or develop more contents on SustainOnline. After receiving the requirement, SOAG shall notify the Agent within one (1) month whether SOAG can conduct the improvement, localization or development, and if SOAG can conduct them, SOAG shall also notify the Agent when SOAG complete the improvement, localization or development. In the case where SOAG cannot conduct them, SOAG shall explain the reason to the Agent.
- 7.5 The Agent shall without delay inform SOAG Infringement or suspected infringement of its intellectual property rights in the Territory. SOAG shall take legal action, including but not limited injunction demand, against any infringement of the Intellectual Property by any unauthorized party (ies).
- 7.6 The Agent shall report to SOAG immediately any possibility of legal action or proceeding in any forum is commenced against the Agent and/or its Customers by third party alleging that the use of SustainOnline constitutes infringement of such third party's Intellectual Property rights. SOAG shall defend the Agent against any claims, including recovery of damages from any third party(ies) in relation to the Agent doing business for SustainOnline. The Agent has rights or privileges to pursue indemnification of any costs, damages and fees from SOAG, including attorney's fees, incurred by the Agent which are attributable to that claim from the third party.

8. Transfer of contract

- 8.1 The parties are not entitled to assign this Agreement to anyone else without the prior consent of the counterparty.



9. Privacy

- 9.1 The Parties undertake not to disclose, during the period of validity of the contract or beyond, any information, including but not limited to customer information and private information, received from the other party by a party which is of such a nature that it is to be regarded as the trade secret of the other party.
- 9.2 The Parties shall also take the necessary and reasonable measures to prevent the disclosure of such business secrets to outsiders of employees.
- 9.3 The Agent is forbidden to make copies of, archive or develop similar content and related software unless otherwise agreed in writing.
- 9.4 The Agent may not take any steps to attempt to recreate SustainOnline or the associated software.

10. Competing products

- 10.1 The Agent undertakes not to develop, manufacture, or sell, during the term of the contract, products that can compete with SustainOnline.

11. Contractual Period

- 11.1 This Agreement is valid for a period of two (2) years from the date of signing of this Agreement.
- 11.2 Both parties will review and negotiate the conditions of this Agreement six (6) months before the expiry of the contract.
- 11.3 Termination of the contract shall be made in writing to the other party three (3) months before the expiry of the contract. Otherwise, the Agreement is extended for another one (1) year at a time.

12. Amendments to the Agreement

- 12.1 Amendments to the Agreement shall be in writing and signed by the authorized representatives of both parties hereto to be valid.
- 12.2 Should any provision of this Agreement or part thereof be declared invalid by judgment of court, or otherwise, this shall not imply that the remainder of the Agreement is void. In this case, such provision will not affect any other provision or the application of such provision. If possible, any invalid, illegal or unenforceable provision will be modified to reflect the parties' original intention, unless modification of such provision or provisions would result in material change.



13. Breach of contract

- 13.1 If either party is in breach of this Agreement and does not make a correction within 30 days of the other party's claim, the non-breaching party may terminate this Agreement with immediate cessation.
- 13.2 If either party breaches the provision of this Agreement, including but not limited to the failure to perform, the breaching party shall pay the amount of damages; provided, however, that neither party shall be liable for indirect, incidental, consequential or special damages, including, without limitation, loss of profits or revenues, punitive damages, loss of personal property or claim of the other party. In the case where the claim for damage set forth in this paragraph has not been exercised within one (1) year since the date of damage, the claim right therefore shall be extinguished.
- 13.3 Notwithstanding of the preceding paragraph, either party shall be liable for any and all of the other party's damages and expenses including, but not limited to, indirect, incidental, consequential or special damages, loss of profits or revenues, punitive damages, loss of personal property out of the gross negligence or wilful misconduct of the breaching party, or in connection with violation of obligation concerning Intellectual Property Rights, Privacy or Claims from third party regarding Intellectual Property Rights.

14. Disputes

- 14.1 Disputes arising out of this Agreement shall be finally settled by arbitration in accordance with the arbitration Rules of the Zürich Chamber of Commerce Arbitration Institute.
- 14.2 The Tribunal shall consist of three arbitrators.
- 14.3 The seat of arbitration shall be Zürich.
- 14.4 The language of the procedure should be English.
- 14.5 Swiss law applies to the dispute.

This Agreement is drawn up in two Copies, of which the parties have one copy each.

For SustainOnline AG

For SALES PARTNER

Peder Engdahl

Full name

Partner Director

Title