

CROSS COUNTRY PARTNER AGREEMENT

Created between

Manufacturer data	
Manufacturer name	Trilobita Informatics Exclusive Co.
Address	H-1149 Budapest, Nagy Lajos Király útja 117.
Company registration number	01-10-044880
VAT number	12967331-2-42
Bank	Erste Bank Hungary Rt.
Bank account number	11670009-07828500-70000005
Person entitled to sign documents	Koltai Zsolt

and

Partner data	
Partner name	
Address	
Company registration number	
VAT number	
Bank	
Bank account number	
Person entitled to sign documents	
Partner Status	

under the following conditions.

1. Preamble

Manufacturer informs Partner that Manufacturer holds all rights from the licensors for the distribution of TriDoc Easy Document Management (hereafter Product).

2. Subject of contract

Manufacturer commissions Partner to sell its Product. Commission Partner undertakes to execute sales activities in the countries agreed hereafter. Partner takes over the responsibility in local marketing and commercial activities.

3. Validity of contract

Parties enter into this contract for an indefinite period. Both parties have the right to terminate the contract in writing with a deadline of 60 calendar days. Both parties have the right to terminate the contract immediately if the other party fails to fulfil its undertaken responsibilities even after written notification to do so.

4. Manufacturer's obligations

Manufacturer undertakes to:

- Provide a 30 % discount to Partner from the official list price of products.
- Make available serverless demo versions from the Internet to support sales activities of Partner;
- Provide PDF and printed versions of product brochures for Partners;
- Provide print-ready sales materials for Partners;
- Provide logos, pictures, product descriptions and other marketing materials, which Partner uses on his website and/or

webshop, in newsletters.

- f) Help Partner in customizing the product in compliance with the customers needs (within the technological possibilities);
- g) Help Partners in understanding the system;
- h) Deliver sales packs and licences ordered by Partners on time.

5. Manufacturer's rights

Manufacturer has the right to:

- a) Change list prices without any prior notice (the valid price list is published on the Product webpage);
- b) Change specification of product without any prior notice.

6. Partner's obligations

Partner undertakes to:

- a) Include Manufacturer's product in its price list (with the actual list prices);
- b) Fulfil marketing and commercial activities in, after consultation with the Manufacturer.
- c) Include Manufacturer's product in its webshop (with the actual list prices) if Partner has a webshop;
- d) Include Manufacturer's product in its newsletter at least twice yearly, if Partner sends out newsletters to its partners;
- e) Provide written notice to Manufacturer if it finds translation errors in the product or its documentation;
- f) Keep a registry about products sold;
- g) Send a written order for the sales packs needed, which Manufacturer confirms with the expected delivery dates.

7. Partner's rights

Partner has the right to:

- a) Propose a change in list prices within a country;
- b) Use the term Trilobita Partner and the logo.

8. Property informations

This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to Manufacturer. Partner shall not have any right to manufacture Trilobita products.

9. Product prices, discounts

Manufacturer provides a discount to Partner from the official end user prices (list price) of the product. The Product Price is contained in the price list issued and regularly maintained by Manufacturer. It can be found on the webpage created for Partners of Manufacturer.

For marketing campaigns, initiated by Partners, Manufacturer may provide a pre-agreed further discount, which is valid for the campaign period. This discount remains unchanged for the duration of the campaigns. Campaign prices need prior written consent of Manufacturer.

10. Agreements concerning invoicing

Date of settlement: within 30 calendar days after sales realization.

Manufacturer issues the invoice for the products sold, deducted by the commission of the Partner.

Partner fulfils payment of the invoice issued by Manufacturer within 30 calendar days through bank transfer. For late payment, Manufacturer charges a default interest, which is 20% yearly and is invoiced in proportion with the length of late payment.

11. Sales packs

First sales pack includes:

- 1 product demo
- 4 product packages for sale
- 50 product brochures

- 1 brochure holder

Following sales packs include:

- 5 product packages for sale
- 50 product brochures
- 1 brochure holder

12. Procedure of sale

Manufacturer sends the first sales pack at its own expense to the Partner. The Partner has to pay for the products after sales realization. After a product is sold Partner has to send the customer company data to the Manufacturer. Partner has to provide this information within 7 calendar days after the product was sold.

Information the partner as to provide about the customer:

Obligatory data:

- Company name
- Address
- Phone and fax number
- Number of TriDoc licences purchased by customer

Optional data:

- Corporate website
- Contact person
- Contact persons position
- Contact persons e-mail

After receipt of the required data Manufacturer issues the invoice. Partner pays the invoice by bank transfer.

After all products of the First sales pack has been sold, Partner can order another sales pack on commission. Partner can always keep one sales pack on stock on commission until this contract is valid.

If Partner wants to keep more than one sales pack on stock, additional sales packs can be delivered upon order. In this case, the product is payable upon receipt of the ordered sales pack. Partner sends customer company data to Manufacturer after sales realization.

13. Online licences

Partner can also order additional and extension licence keys via e-mail. In this case, Manufacturer sends the required licence codes and the invoice via e-mail within 24 hours (on workdays) to the Partner. The invoice also will be send via mail. The invoice has to be payed within 30 calendar days of the receipt of the invoice.

If partner wants to place an order for over 20 TriDoc standard licence keys, he also has to confirm the order by sending Manufacturer a signed order form by fax.

14. Licence activations

Manufacturer has the right to control the activations of the product licence keys including in the sales packs. If a licence key has been activated, before Manufacturer received the customer information from the partner Manufacturer has the right to contact the partner and ask for this information.

15. Customs clearance

Customs clearance has to be done by the Partner, fees are borne by the Partner. Customs clearance fees, if applicable, need to be added to the Product list price.

16. Limitation of liabilities

Manufacturer undertakes no liabilities in connection with personal injury, degradation of health, unwanted changes in data of other systems, financial damages, or loss of income due to malfunction connected to usage of the system.

17. Product functionality

The Product is sold as is. Partner sells the Product to Partners or end users with the functionality provided in the product box together with eventual errors in it. Partners may customize the Product with the built-in tools, however, Partners are not allowed to change functionalities and source code.

18. Vis maior

Contracting parties consider as vis major those events rendering fulfilment of contract partly or wholly impossible that though foreseeable are unavoidable, or are not foreseeable and unavoidable (by way of example and without limitation: war, natural catastrophes).

In case of vis major that renders fulfilment of contract impossible, and for which none of the parties, or both of them are responsible, the contract becomes null and void.

If vis major does not render fulfilment of the contract impossible, but delays it, the fulfilment deadline is extended with the duration the delay caused by the vis major. In this case liquidated indemnity, or default interest cannot be enforced.

Contracting parties are obliged to inform the other parties about the vis major immediately. Damages resulting from failure to do so will be paid for by the defaulting party.

19. Closing provisions

Present contract with its compulsory appendices has been signed by the Parties after mutual review and interpretation of the document as fully accordant with their wishes. In issues not regulated in this contract the regulations in the Hungarian Civil Code are to be followed.

2010. ____ . ____

PARTNER

KOLTAI ZSOLT
MANUFACTURER