

Partner Program Agreement

PLEASE READ THIS PARTNER PROGRAM AGREEMENT CAREFULLY. This is a contract between you (“Partner”) and us South West Stoves Ltd (“Company”). It describes how we will work together and other aspects of our business relationship. This document applies to your participation in our Partner Program (the “Program”). These terms are so important that we cannot have you participate in our Program unless you agree to them. By participating in our Program, you are agreeing to these terms. We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Program, ends, or becomes part of another partner program. If we update or replace the terms we will let you know via an email notification. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

LAST UPDATED:

January 2024

1. non-exclusivity

This Agreement does not create an exclusive agreement between Partner and Company. Both will have the right to recommend similar products and services of third parties and to work with other parties in connection with the sale, implementation and use of similar services and products of third parties.

Participation in the Company Program has its eligibility requirements that must be met and maintained.

2. Qualified Transactions

2.1. Partner and Provider Rights and Obligations

Company grants Partner, subject to the limitations set forth below, a non-transferable, non-exclusive right to: promote the Sout West Stoves Ltd Service (the “Service”) to their prospects and customers.

2.2. Compliance with Program Policies

Company will always comply with the terms and conditions of this Agreement. The Partner Program Policies includes requirements that a Partner must complete to qualify for Revenue Share. Failure to comply with the Partner Program Policies may result in termination of this Agreement in accordance with the “Termination” section of this Agreement or in accordance with any other termination right the Company may have.

2.3. Other Eligibility Requirements

To be eligible for a Revenue Share, a prospect must be registered, accepted, and validated in accordance with the 'Submission, Acceptance and Validity' section, detailed below.

2.4. Submission, Acceptance and Validity of Prospects

Partner must register each prospect with the Company in writing by electronic email.

Company will accept referred Prospects upon receipt of the referral if the Prospect has not previously engaged with Company.

Notwithstanding the foregoing, Company may choose not to accept a prospect, in their reasonable discretion.

2.5. Engagement with Prospects

Company may engage with a prospect upon receipt of the initial referral.

2.6. Pricing

Company shall be solely responsible for pricing and pricing decisions.

3. Revenue Share and Payment

3.1 Partner Revenue Share

Partner to receive 5% of all qualifying sales excluding VAT.

3.1. Requirements for Payment; Forfeiture

To receive payment under this Agreement, Partner must have: (i) agreed to the terms of this Agreement, fulfilled all eligibility requirements to be a Partner under this Agreement and follow this Agreement; (ii) provided us with all of Partner account information, including bank information.

3.2. Revenue Share Payment

Upon Company's determination of a Qualified Transaction, Company will remit the applicable Revenue Share Payment to Partner within 30 days (net-30) following the of each calendar month.

All payments by the Company shall be made by **Bank Transfer** and it is the Partner's responsibility to ensure that you have provided us with the most up-to-date and correct information to facilitate the transfer.

3.3 Taxes

Revenue share is paid in Pounds Sterling and is subject to all applicable governmental regulations and rulings, including withholding any commissions generated by the Company's payments system provider. Partner is solely responsible for payment of any taxes imposed or incurred in connection with any Revenue Share.

4. Training and Support

4.1. Training and Support

Company shall make available to you, without charge, various resources made available as part of our Program.

5. Marketing and Promotion

5.1. Marketing Materials

From time to time, Company may supply Partner with marketing material for the sole purpose of promoting Company and the Service and performing the Referral Services ("Marketing Collateral"). The marketing materials may be updated, replaced, or removed at any time. Partner will comply with any request by Company to cease the use of any Marketing Collateral ("Outdated Collateral") and Partner will, promptly following such request, destroy or return to Company the Outdated Collateral.

Partner agrees and acknowledges that Company owns the all right, title, and interest in the Marketing Collateral and the Outdated Collateral and that other than as specified in this Agreement, Partner will have no right to use the Company Marks (as defined below) or any photographs, graphics, artwork, text or other Company-related content, whether or not provided by Company, without first obtaining Company's written consent.

Partner also agrees and acknowledges that it will not make any representations relating to the Service, or any other services provided by Company or its parent, subsidiary, or affiliate companies other than those representations expressly contained in the Marketing Collateral, on the Company website, or as otherwise permitted in writing by Company. In addition, Partner will not, and will ensure that its officers, directors, principals, agents, affiliates, employees, and representatives ("Partner Entities") do not

disparage the Company or the Service in any manner, including to End Users.

5.2. Advertising

Partner further represent and warrant that it will (a) use the provided Referral Links to generate Proposed Leads; it will (b) not purchase ads that direct to its site(s) or through an Referral Link that could be considered as competing with the Company's own advertising, including, but not limited to, the Company's branded keywords and retargeting; (c) it will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (d) it will not attempt to mask the referring URL information; (e) it will not use your own Referral Link to purchase Company services for itself.

5.3. Domain Registration

Partner may not purchase nor own any domain containing the Company's name or trademark.

5.4. Promotions

Company may offer product discounts from time to time. Such discounts will be extended to referred customers at the discretion of Company. Partner is strictly forbidden from offering or promoting discounts.

6. Guaranteed Response Time

When the Partner raises or escalates an issue on behalf of End User with Company, Company promises to respond in a timely fashion.

7. Intellectual Property

a. Subject to the terms and conditions of this Agreement, solely during the term of this Agreement, Company hereby grants to Partner a limited, non-exclusive, non-transferable, royalty-free, fully paid-up license, with no right to sublicense, to use the names, logos, insignias, trademarks, and any other intellectual property rights (collectively, the "Company Marks"), solely in connection with the Referral Services.

b. Partner will obtain the prior written approval of Company for all materials that use the Company Marks by submitting such material to an appropriate Company representative for approval. Partner will, as reasonably requested by Company, supply samples of all materials bearing the Company Marks and previously approved by Company in the preceding sentence.

c. All advertising and marketing using the Company Marks in any medium will be conducted in a manner that does not adversely affect the goodwill associated with the Company Marks, or disparage, or malign, or infringe any rights of Company or the Company Products. All advertising and marketing using the Company Marks will comply in all material respects with all applicable laws and regulations governing advertising.

d. Partner acknowledges and agrees that (i) neither Partner nor any of its Partner Entities shall contest or challenge Company's rights in the Company Marks at any time, (ii) nothing herein shall restrict the use of the Company Marks by Company and its affiliates, assignees or licensees (other than Partner and its Partner Entities) at any time or in any manner, and (iii) all goodwill arising from the use of the Company Marks by Partner and its Partner Entities shall inure to the benefit of Company.

7.1. Service Restrictions

All right, title, and interest in and to the Service and any copyright, trademark, trade secret, patent, or other proprietary rights (collectively "Intellectual Property Rights") in the Service shall be owned by the Company. Partner agrees that any suggestions, recommendations, ideas, work product or concepts provided by Partner in connection with this Agreement, and any Intellectual Property Rights associated with the same shall be owned by the Company, without any obligation by the Company to compensate Partner for the same. Partner agrees to execute any and all documents necessary to perfect Company's ownership of the Intellectual Property Rights as set forth in this Section 4.1.

8. non-solicitation

Partner agrees, for itself and its Partner Entities, that during the term of this Agreement and for a period of one (1) year thereafter, and without the prior written consent of Company, it shall not knowingly or willingly encourage, induce or offer to cause any customer of Company to terminate its use of the Service or any other products or services provided by Company or its parent, subsidiary, or affiliate companies, whether or not such products or services are provided under the terms of this Agreement.

This Agreement shall automatically terminate in the event that the Partner has not submitted a Proposed Lead for twelve (12) consecutive months. Either party may terminate this Agreement upon written notice to the other at any time, for any reason or no reason. Unless the termination is for breach, it will not affect Company's obligation to pay Referral Fees in connection with Accepted Leads that were accepted prior to the termination date.

9. Term and Termination

9.1. Term

This Agreement will apply for as long as the Partner participates in the Program and fulfils all the participation requirements under the Program, until terminated.

9.2. Termination Without Cause

Both Partner and Company may terminate this Agreement on thirty (30) days written notice to the other party.

9.3. Termination for Agreement Changes

If the Company updates or replaces the terms of this Agreement, the Partner may terminate this Agreement on five (5) days written notice to Company, provided that a written notice is sent within ten (10) days after Company has updated you with a notice of the change.

9.4. Termination for Cause

Company may terminate this Agreement and/or suspend Partner or the End User's access to the Service: (i) upon thirty (30) days' notice of a material breach if such breach remains uncured at the expiration of such period, (ii) automatically, within thirty (30) of Partner failing to meet the Program requirements applicable; (iii) immediately, if the End User violates applicable local, or foreign laws or regulations, (iv) immediately, if Partner breaches the Company's confidentiality obligations under this Agreement or infringe or misappropriate South West Stoves Ltd.'s intellectual property rights, (v) immediately, if Company determines that the Partner has been acting, or have acted, in a way that has or may negatively reflect on or affect the Company and its customers.

9.5. Effects of Expiration/Termination

Unless the termination is for breach, it will not affect Company's obligation to pay Referral Fees in connection with Accepted Leads that were accepted prior to the termination date.

10. Confidentiality

Partner agrees, for itself and its Partner Entities, to keep confidential:

- i. the terms of this Agreement and any other business or transactional information or data provided or disclosed in connection with this Agreement or the Referral Services.
- ii. any information designated by Company as "confidential", whether expressed by Company in writing or verbally.
- iii. and any information that the Partner should reasonably expect to be confidential under the circumstances surrounding disclosure (collectively, "Confidential Information"). Notwithstanding the foregoing, Partner may disclose Confidential Information to its employees on a need-to-know basis who are advised of the confidential nature of the Confidential Information and who agree to treat Confidential Information in accordance with the terms hereof. Partner may disclose Confidential Information to other Partner Entities only if they have signed a confidentiality agreement that requires them to protect the Confidential Information in at least the same manner specified in this Agreement. Company's Confidential Information is confidential between Company and Partner and not known to the public outside of this Agreement. Any breach of this Section 4 by Partner or a Partner Entity will be considered a material breach of this Agreement and will result in irreparable and continuing damage to the Company for which there is no adequate remedy at law. In the event of such a breach or threatened breach, Company will have the right to injunctive relief and any such other relief as may be proper (including monetary damages, if appropriate). Without limiting the foregoing, the Partner agrees that it will not issue any press release or other public statement relating to its relationship with Company or this Agreement without the express prior written consent of Company. At any time upon the written request of Company, promptly following such request, the Partner will destroy or return to Company all Confidential Information. If Partner becomes legally compelled (by deposition, subpoena, or similar process) to disclose any of the Confidential Information, it shall provide written notice to Company promptly after such request and prior to responding so that Company may seek a protective order or other appropriate remedies (and Partner agrees to cooperate with Company in connection with seeking

such order or other remedies). If such protective order or other remedy is not obtained, Partner agrees to furnish only that portion of the Confidential Information which it is advised by outside counsel is legally required and to exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

11. Representations and Warranties

a. Each Party represents and warrants to the other Party as follows: (i) such Party has the full corporate power and authority and the legal right to enter into this Agreement and to perform the obligations required of it under this Agreement and (ii) such Party is not under any contractual or other obligation, whether written or otherwise, to any third person that would be breached by or prevent such Party's performance of its obligations under or compliance with any or all of the terms and conditions of this Agreement.

b. Partner further represents and warrants to Company that it will always perform the Referral Services (i) consistently with the terms of this Agreement and in compliance with applicable law and regulations and (ii) in a professional, competent, and workmanlike manner in accordance with prevailing industry standards.

c. Partner will not make any promise, representation, guarantee or warranty to any End User or to any other party, on behalf of Company or otherwise attributed to Company, regarding the Service or any other products or services provided by Company or its parent, subsidiary, or affiliate companies, whether such products or services are provided under the terms of this Agreement

12. Relationship of the Parties

Partner is an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Partner and Company for any purpose. Partner has no authority (and shall not hold itself out as having authority) to bind Company, and Partner shall not make any agreements or representations on Company's behalf without Company's prior written consent.

Without limiting the above, Partner will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any

other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Partner's behalf. Partner shall be responsible for, and shall indemnify for, from and against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Partner in connection with the performance of Partner's obligations hereunder shall be Partner's employees or contractors and Partner shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employees or contractors.

13. General

13.1. Reserved Rights and General Disclaimer

Company reserves the right: (i) to solicit, contact, and engage any business client, whether referred by you and with no obligation to you whatsoever, so long as such business client does not constitute a Lead; and (ii) to engage with other client referral lead providers on a nonexclusive basis. To the maximum extent permitted by applicable law, Company reserves the right to change or cancel this program at any time, at its sole discretion. Participants agree to abide by these rules and by the decisions of the Company, which are final, binding, and non-appealable, on all matters. Company is not responsible for lost, misdirected, or delayed referrals.

13.2. Disclaimer of Warranties; Limitation of Liability

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR, IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT TO REFERRAL PARTNERS OR ITS LEADS AND EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE AMOUNT OF REVENUE THAT REFERRAL PARTNER MAY RECEIVE UNDER OR IN CONNECTION WITH THIS AGREEMENT; AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT REFERRAL PARTNER MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT. COMPANY WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3. Notices

All notices, requests, consents, claims, demands, waivers, summons, and other legal processes, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 11.3). All Notices must be delivered by personal delivery, internationally recognized courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid), or electronic mail (return receipt requested). A Notice is effective only (i) upon delivery and (ii) if the party giving the Notice has complied with the requirements of this Section 11.3.

13.4. Governing Law

This Agreement shall be governed by United Kingdom law. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be submitted to the jurisdiction of the court at the location of the Company's registered office, the appeal before the United Kingdom Supreme Court being reserved.

13.5. Severability

If any provision of this Agreement is held by a court to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect its intentions, with all other provisions remaining in full force and effect.

13.6. Amendments; Waivers

This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each party. A party's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless agreed to by that party in writing.

13.7. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

13.8. Assignment

Partner may not assign any rights or obligations under this Agreement without the Company's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

13.9. Entire Agreement

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.10. Survival

All terms of this Agreement which by their nature extend beyond its expiration or termination, including without limitation, the Proprietary Rights provisions hereunder, shall survive the termination of this Agreement.