

SALES PARTNER AGREEMENT

This Sales Partner Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”) by and between Jigx, Inc., a Delaware corporation with a place of business at 7126 Saint Andrews LN SE, Snoqualmie, WA 98065, USA (“Jigx”) and _____, a _____ with a place of business at _____ (“Sales Partner”).

Jigx and Sales Partner shall each individually be referred to herein as a “Party”, and collectively as the “Parties”.

WHEREAS, the Parties desire to enter into this Agreement under which Jigx appoints Sales Partner as a reseller of the Jigx Mobile Application Development Tools (the “Product”).

NOW THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. RESELLER APPOINTMENT

- 1.1. Appointment. Jigx hereby appoints Sales Partner for the Term as a non-exclusive reseller of the Product. Subject to the terms of this Agreement, in connection with such appointment, Sales Partner has the right and license to (a) market and resell Product subscriptions to customers, and (b) demonstrate the Product to prospective customers. Sales Partner shall not use third-party sub-resellers in connection with exercising its rights or performing its obligations under this Agreement. Sales Partner acknowledges that this appointment is non-exclusive, and Jigx is free to engage other resellers and/or to sell directly to customers. Sales Partner shall not interfere with Jigx’s marketing to or contracting with any customer or potential customer.
- 1.2. Contracting. A potential customer of the Product may obtain a subscription for the Product by entering into a contract with Sales Partner or with Jigx (a “Customer Contract”). In the event a customer desires to contract directly with Sales Partner, (a) prior to entering into a Customer Contract with such customer, Sales Partner shall place an order for the Product directly with Jigx, subject to Jigx’s standard terms and conditions, and (b) Sales Partner shall be responsible and liable for such customer’s compliance with such Jigx terms and conditions, as well as the applicable terms of this Agreement.
- 1.3. Support. Sales Partner shall be solely responsible for providing Product support directly to the customer with respect to Customer Contracts for which Sales Partner is the partner of record as reasonably determined by Jigx (“Partner of Record”), whether such Customer Contract was entered into with Sales Partner or directly with Jigx. Jigx will provide Product support directly to Sales Partner. Jigx may periodically update the Product in order to implement new functionality, diagnose and correct defects or bugs and otherwise maintain the Product.
- 1.4. Additional Obligations. At all times during the Term, Sales Partner shall:

- (a) comply with all applicable laws and regulations in connection with its promotion, marketing and selling of the Product;
- (b) maintain in its own name, at its own cost, sufficiently trained personnel to enable Sales Partner to provide competent technical advice and support to customer;
- (c) promptly respond to inquiries from prospective customers;
- (d) use commercially reasonable efforts to protect the Jigx brand, trademarks and logos, and refrain from any activities detrimental thereto;
- (e) notify Jigx of any complaints or claims concerning Jigx or the Product promptly after becoming aware thereof; and
- (f) promptly notify Jigx of any breach of a Customer Contract or improper or unauthorized use of the Product of which Sales Partner becomes aware, enforce the terms and conditions of the Customer Contract as instructed by Jigx, and assist and cooperate with Jigx in connection with Jigx's efforts to protect its interests in connection with any Customer Contract.

1.5. Independent Contractors. The relationship of Jigx and Sales Partner established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow Sales Partner to create or assume any obligation on behalf of Jigx for any purpose whatsoever.

2. PAYMENT

2.1. Referral Fee. Within thirty (30) days following the end of each calendar month during the Term, Jigx shall pay to Sales Partner a referral fee equal to a percentage of all fees received by Jigx with respect to Referred Contracts (as defined below) during such calendar month, such percentage as set forth on the payment tier chart set forth on Exhibit A attached hereto and incorporated herein by reference, as updated from time to time (the "Payment Tier Chart"). A "Referred Contract" shall mean a Customer Contract that a customer has entered into directly with Jigx, for which Sales Partner is the Partner of Record.

2.2. Resales. Following each calendar month during the Term, Jigx shall invoice Sales Partner for amounts due to Jigx for such calendar month, based on the number of Resale Users (as defined below) during such calendar month multiplied by Jigx's then-current per-user list price for such Resale Users, less a percentage as set forth on the Payment Tier Chart. A "Resale User" shall mean an active unique user of a customer that has entered into a Customer Contract directly with Sales Partner. Sales Partner shall pay all invoices within thirty (30) days of the invoice date.

2.3. Updates to Payment Tier Chart. Jigx may update the Payment Tier Chart from time to time by written notice to Sales Provider, provided that any changes to the Payment Tier Chart shall not apply with respect to Sales Partner until the calendar month following such notice.

- 2.4. Payment Terms; Taxes. Payment shall be made as directed by the applicable Party. In the event any amount is not paid when due, (a) the Party that is owed reserves the right to charge interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable rate, whichever is less, and (b) the owing Party agrees to pay court costs, expenses and reasonable attorneys' fees with respect to the collection efforts as to any unpaid amounts. The fees payable hereunder do not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the licensing, delivery or use of the Product or any other services. Sales Partner will pay, or reimburse Jigx for, all such taxes imposed on Sales Partner or Jigx, provided, however, that Sales Partner will not be liable for any taxes based on Jigx's net income. When Jigx has the legal obligation to collect such taxes, the appropriate amount will be added to Sales Partner's invoice and paid by Sales Partner unless Sales Partner provides Jigx with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 2.5. Audits. During the Term and for three (3) years thereafter, Jigx or an independent third party auditor selected by Jigx may inspect Sales Partner's premises, books and records, upon Jigx's reasonable request, for the purposes of determining whether Sales Partner has complied with the terms of this Agreement. Jigx will pay the expenses of the audit, unless such audit reveals either a material breach of a Sales Partner obligation hereunder or an underpayment of five percent (5%) or more, in which case Sales Partner will promptly pay Jigx the reasonable fees and expenses incurred by Jigx for such audit.

3. OWNERSHIP

- 3.1. Product. Sales Partner acknowledges and agrees that, as between the Parties, Jigx retains all right, title, and interest in and to the Product, including all improvements, modifications, translations and derivative works thereof.
- 3.2. Restrictions. Sales Partner will not, and will not permit any third party to:
- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law);
 - (b) remove any Jigx Marks or notices from any portion of the Product;
 - (c) modify, translate, or create derivative works based on the Product, except with the prior written approval of Jigx;
 - (d) engage in any competitive analysis or benchmarking of the Product, or use or access the Product to develop a product or service with is competitive with the Product; or
 - (e) use the Product for any purpose other than as expressly contemplated by this Agreement.
- 3.3. Feedback. Sales Partner may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Jigx with respect to the Product. Jigx will have full discretion to determine whether or not to proceed with the

development of the requested enhancements, new features or functionality, and will have the full, unencumbered right to copy, distribute, transmit, display, perform, create derivative works of, use and otherwise fully exploit the Feedback in connection with its products and services.

4. TERM; TERMINATION

- 4.1. Term. This Agreement will be effective on the Effective Date and will continue for an initial term of one (1) year (the “Initial Term”) unless earlier terminated as set forth in this Section. The Agreement will automatically renew for successive one (1) year renewal terms (each, a “Renewal Term”). The Initial Term together with all Renewal Terms are defined herein collectively as the “Term.”
- 4.2. Termination. Either Party may terminate this Agreement for any reason upon sixty (60) days’ prior written notice to the other Party. Either Party may terminate this Agreement upon five (5) days’ prior written notice in the event of a breach of this Agreement by the other Party.
- 4.3. Effect of Termination. Upon termination or expiration of the Agreement, all Customer Contracts initiated under and subject to this Agreement will continue for the duration of their respective subscriptions, without renewal, and the terms of this Agreement relevant to the continuation of such subscriptions shall be extended through and until the last such subscription expires or is terminated. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party (or at the other Party’s request, destroy) all Confidential Information belonging to the other Party that is in such Party’s possession or control in a reasonable form and format consistent with such forms and formats used during the Term. In addition to the matters set forth above in this Section 4.3, Sections 3, 5, 6, 7, 8 and 9 shall survive termination or expiration of this Agreement.

5. CONFIDENTIALITY

- 5.1. “Confidential Information” means any non-public information that relates to the actual or anticipated business, research, or development of either Party and any proprietary information, trade secrets, and know-how that is disclosed by one Party to the other Party, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, source code, designs, drawings, marketing, finances, and other business information. Confidential Information does not include any information that the receiving Party can document: (a) is or was acquired by the receiving Party from a third party and is not subject to an unexpired obligation to the disclosing Party or such third party restricting the receiving Party’s use or disclosure thereof; (b) is independently developed by the receiving Party without reliance upon or use of any of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of the receiving Party or wrongdoing of a third party.
- 5.2. Neither Party will, during and after the Term, disclose any Confidential Information of the other Party to any third party or use the Confidential Information for any purpose other than in connection with its obligations or rights pursuant to this Agreement. The receiving Party shall disclose the disclosing Party’s Confidential Information only to its employees and authorized agents who have a need to know in connection with the receiving Party’s performance

hereunder. Each Party will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information of the other Party, including requiring each employee, contractor, service provider or consultant of the receiving Party, if any, with access to any Confidential Information, be subject to a non-disclosure requirement no less stringent than the confidentiality obligations contained in this Agreement.

- 5.3. Neither Party will disclose any of the terms and conditions of this Agreement to any third party other than its professional advisors, attorneys or consultants without the consent of the other Party, except as required by applicable laws. If the terms of this Agreement or a Party's Confidential Information are required to be disclosed by applicable law or by a court of competent jurisdiction, the Party required to disclose the terms of this Agreement or such Confidential Information shall use commercially reasonable efforts to notify the other Party, cooperate with the other Party in such other Party's attempt to obtain confidential treatment therefor and immediately take steps to ensure that only those terms required to be disclosed by applicable law are disclosed.

6. WARRANTY AND DISCLAIMER

- 6.1. Each Party represents and warrants that: (a) it has the full corporate right, power and authority to enter into and perform this Agreement; (b) this Agreement constitutes the valid and legally binding agreement and obligation of such Party and is enforceable in accordance with its terms; (c) it will conduct its business in a commercially reasonable and ethical manner, subject to the express provisions of this Agreement; and (d) neither the execution or delivery of this Agreement, nor the consummation of the transactions by it would constitute a default or violation of the Party's articles of incorporation, bylaws or any license, lease, franchise, mortgage, instrument, or other agreement.
- 6.2. Subject to the foregoing express representations and warranties, each of the Parties hereto disclaim all other warranties of any kind with respect to the subject matter of this Agreement, whether express or implied or written or oral, including without limitation any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, title or noninfringement, or that may otherwise arise from course of performance, course of dealing or usage of trade.

7. INDEMNIFICATION

Sales Partner will defend, indemnify and hold Jigx harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims against Jigx arising out of (a) a breach of any obligation of Sales Partner set forth herein, or (b) Sales Partner's negligence or willful misconduct, provided that Jigx (i) promptly gives written notice of the claim to Sales Partner; (ii) gives Sales Partner control of the defense and settlement of the claim (provided that Sales Partner may not settle any claim unless it unconditionally releases Jigx of all liability, and provided further that Jigx may participate in the defense of the claim with counsel of its own choosing at its own expense); and (iii) provides to Sales Partner reasonable assistance, at Sales Partner's cost.

8. LIMITATION OF LIABILITY

Notwithstanding any contrary provision of this Agreement or any failure of the essential purpose of any remedy of any kind, to the fullest extent permitted by applicable law, except for liabilities arising under Section 3 (Ownership), Section 5 (Confidentiality), or Section 7 (Indemnification), neither Party shall be liable to the other Party for (a) any consequential, indirect, incidental, special, exemplary or punitive damages or liabilities or losses (including claims for lost profits), arising from or related to or in connection with this Agreement or the subject matter hereof, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, however caused, even if such persons have been informed of the possibility of such damages or liabilities or losses, and (b) any aggregate damages, costs, or liabilities in excess of the amounts paid by such other Party under this Agreement during the twelve (12) months preceding the incident or claim.

9. MISCELLANEOUS

9.1. This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the state of Delaware, without regard to conflicts of law principles. The Parties will submit to the exclusive personal and subject matter jurisdiction of the state and federal courts located in the state of Delaware.

9.2. Nothing in this Agreement makes either Party, or its directors, officers or employees, the representative, agent, trustee, principal, partner or joint venturer of the other Party.

9.3. Neither this Agreement nor any rights, duties, or obligations under this Agreement may be assigned, delegated or otherwise transferred by either Party, in whole or in part, without obtaining the express prior written consent of the other Party, except for the assignment of this Agreement, in its entirety, to an entity succeeding to all or substantially all of the assets and business of the assigning Party to which this Agreement relates by merger, purchase or otherwise. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective authorized successors and assigns. Any assignment in violation of the foregoing will be null and void.

9.4. All permitted or required notices under this Agreement shall be in writing and shall be deemed to be properly given: (a) when delivered personally; (b) one (1) business day after transmission by facsimile or electronic mail, with machine generated confirmation of receipt; or (c) two (2) business days after prepaid deposit with an internationally recognized overnight courier service, with written confirmation of receipt, whichever occurs first. All notices shall be sent to the respective addresses and fax numbers and email addresses set forth below. Any Party may change its notice information by notifying the other Party of such change hereunder.

(a) If to Sales Partner:

Address: _____

Attn: _____

Email: _____

(b) If to Jigx:

Jigx, Inc.
7126 Saint Andrews LN SE, Snoqualmie, WA 98065, USA
Attn: Adriaan van Wyk
Email: adriaan@jigx.com

- 9.5. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a competent court or arbitrator, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
- 9.6. This Agreement and any provision hereof may be amended or waived only by a writing signed by both Parties. The waiver of either Party of any default or breach of this Agreement shall not constitute a waiver or any other or subsequent default or breach.
- 9.7. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 9.8. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings between the Parties regarding the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For JIGX, INC.

For the Sales Partner:

By: _____

By: _____

Name: Glen Bryant

Name: _____

Title: Channel and Sales Lead

Title: _____

Date: _____

Date: _____